

INVITATION FOR BIDS

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number: **NFS 20-030**

Solicitation Title: **Façade Improvement Projects
Western Avenue and MC 85**

Release Date: **Jan 15, 2020**

Advertisement Dates: **Jan. 15 and Jan. 22, 2020 SW Business Gazette
January 16, 2020 AZ Business Gazette**

NON-MANDATORY
Prospective Bidders' Conference: **Jan. 28, 2020
1:00 p.m. (local-time, Phoenix, Arizona)
Sam Garcia Library
495 E. Western Avenue
Avondale, Arizona 85323**

Site visit will be held immediately following the
Prospective Bidders' Conference

Final Date for Inquiries: **January 31, 2020**

Bid Deadline: **Feb. 12, 2020
5:00 p.m. (local-time, Phoenix, Arizona)**

Bid Opening: **Feb. 12, 2020
5:00 p.m. (local-time, Phoenix, Arizona)**

City Representative: **Sandy Lopez SLopez@avondaleaz.gov
623-333-2725**

Procurement Administrator: **Loretta Browning LBrowning@avondaleaz.gov
623-333-2029**

In accordance with the City of Avondale Procurement Code, competitive sealed Bids for the services specified herein will be received by the City Clerk at the City Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids must be in the actual possession of the City Clerk on, or prior to, the Bid Deadline. Late Bids shall not be considered, except as provided in the City Procurement Code. Each Bid shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

*** The City of Avondale reserves the right to amend the solicitation schedule as necessary.**

OFFER

The undersigned (the “Bidder”) hereby offers this Bid as an offer to contract with the City under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids (“IFB”), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the “Contract Documents”).

Arizona Transaction (Sales) Privilege Tax License Number: _____ Federal Employer Identification Number: _____ DUNS Number: _____ <div style="text-align: center;">Contractor Name</div> _____ <div style="text-align: center;">Address</div> _____ City State Zip Code	For Clarification of this Bid contact: Name: _____ Telephone: _____ Facsimile: _____ Email: _____ <div style="text-align: center;">Authorized Signature for Contractor</div> _____ <div style="text-align: center;">Printed Name</div> _____ <div style="text-align: center;">Title</div> _____
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ACCEPTANCE OF OFFER (FOR CITY OF AVONDALE USE ONLY)

Effective Date: _____ Contract No. _____ Official File: _____

CITY OF AVONDALE, an Arizona municipal Corporation

Charles A. Montoya, City Manager

ATTEST: _____ APPROVED AS TO FORM: _____

Marcella Carrillo, City Clerk Michael Wawro, City Attorney

**CITY OF AVONDALE
ACKNOWLEDGMENT OF PLANS AND SPECIFICATIONS RECEIVED**

INVITATION FOR BIDS

FAÇADE IMPROVEMENT PROJECTS- WESTERN AVENUE AND MC 85

Vendor certifies that it has reviewed and verified the following plans and specifications were included as part of IFB NFS 20-030, released on Jan. 15, 2020, and that the information contained therein has been incorporated in formulating the Vendor's Offer:

_____, _____ 2020
Signed Date

Print Name and Title

Company Name

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

- 1.1. "Bid" or "Offer" means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.
- 1.2. "Bid Deadline" means the date and time set forth on the cover of this IFB for the City Clerk to be in actual possession of the sealed Bids.
- 1.3. "Bid Opening" means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.
- 1.4. "Bidder" means any person or firm submitting a competitive Bid in response to this IFB.
- 1.5. "City" means the City of Avondale, an Arizona municipal corporation.
- 1.6. "City Representative" means the City employee who has specifically been designated to act as a contact person to the City's Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor's performance under this Contract and for providing information regarding details pertaining to the Work.
- 1.7. "Confidential Information" means that portion of a Bid, proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information is so identified wherever it appears.
- 1.8. "Consultant" means that an external consultant City has contracted to perform professional services includes but is not limited to architect services, engineer services, land surveying services, assayer services, geologist services and landscape architect services.
- 1.9. "Contract" means, collectively, (i) the executed Offer/Bid, (ii) the executed Acknowledgment of Plans and Specifications, (iii) this IFB, including all completed exhibits, (iv) the Notice of Award, (v) the Notice to Proceed or Purchase Order(s), (vi) any approved Addendum, Change Order or Amendment, (vii) the Contractor's Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, (viii) the Certificate of Completion and (ix) any Plans, Specifications, Reference Documents or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of this Contract only if they are accepted by the City in writing on the Price Sheet.
- 1.10. "Contractor" means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the City.
- 1.11. "Contract Time" means the time period during which the Contractor must complete all of the Work related to the Project.
- 1.12. "Day(s)" means calendar day(s) unless otherwise specified.
- 1.13. "Engineer" means the City Engineer or authorized designee.
- 1.14. "Final Completion" shall be defined as set forth in Section 3.18 and shall occur not later than 30 Days from the date of Substantial Completion unless otherwise designated by the Engineer and subject to modification by changes in the Work as provided in Section 3.16 below.
- 1.15. "Invitation for Bids" or "IFB" means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Materials and/or Services in compliance with the City's Procurement Code.

- 1.16. “MAG Specifications” means, collectively, the “Uniform Standard Specifications for Public Works Construction,” current edition as of the date of Contract award and the “Uniform Standard Details for Public Works Construction,” current edition as of the date of Contract award, which are sponsored and distributed by the Maricopa Association of Governments (“MAG”) and any amendments or supplements adopted by the City.
- 1.17. “MAG Supplement” means the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction, dated April, 2008.
- 1.18. “Materials” means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with this Contract and shall include, in addition to Materials incorporated in the Project, equipment and other material used and/or consumed in the performance of the Work.
- 1.19. “Multiple Award” means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.
- 1.20. “Plans” means drawings relating to the Project, prepared by or on behalf of the City, bearing the seal of the professional who is responsible for their preparation.
- 1.21. “Price” means the total expenditure for the defined Project, inclusive of all Materials, commodities or Services.
- 1.22. “Procurement Administrator” means a City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.
- 1.23. “Procurement Agent” means the City Manager or authorized designee.
- 1.24. “Procurement Code” means the City’s Procurement Code, as amended from time to time.
- 1.25. “Project” means the purpose and Work described as set forth in Section 2.1, in the “Purpose/Scope of Work” of the IFB.
- 1.26. “Punch List” means that list of items provided by City to Contractor at the time of Substantial Completion indicating items to be completed or corrected, including the time for completion or correction by Contractor after Substantial Completion.
- 1.27. “Reference Documents” means information provided by the City relating to the Project that must be evaluated by the Contractor and incorporated into its Bid.
- 1.28. “Services” means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in this Contract. This term does not include “professional and technical services” as defined in the Procurement Code.
- 1.29. “Specification” means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.
- 1.30. “Subcontractor” means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.
- 1.31. “Substantial Completion” shall be defined as set forth in Section 3.17 below and shall occur not later than the date set forth in the Schedule, subject to modification by changes in the Work as provided in Section 3.16 below.
- 1.32. “Substitutions” means Contractor’s proposed changes in products, materials, equipment and methods of construction from those required by the Contract Documents.

- 1.33. “Substitutions for Cause” means changes proposed by Contractor that are required due to changed product conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
- 1.34. “Substitutions for Convenience” means changes proposed by Contractor or City that are not required in order to meet other Project requirements, but which may offer advantage to Contractor or City.
- 1.35. “Vendor” means any firms, entities or individuals desiring to prepare a responsive Bid in response to this Invitation for Bids.
- 1.36. “Work” means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the construction required by this Contract.

ARTICLE II – BID PROCESS; BID AWARD

- 2.1. Purpose/Scope of Work. The Work includes but is not limited to façade improvements and correction of City Code violations as detailed in the project specification for each of the project sites as listed below,
 - 2.1.1. Project 1. Michael G. Velázquez State Farm Agency: 123 E Main Street, Avondale, AZ 85323
 - 2.1.2. Project 2. Paletas La Michoakana: 105 E Western Avenue, Avondale, AZ 85323
 - 2.1.3. Project 3. Alliance Notary Services: 111 E Western Avenue, Avondale, AZ 85323
 - 2.1.4. Project 4. S&S Property Management: 607 E Western Avenue, Avondale, AZ 85323

The purpose of the Project is to improve the visual appearance of buildings within the City’s Revitalization Area while preserving their unique and original Old Town main street character. This Project is being undertaken to achieve some of the goals of the Historic Avondale Revitalization Plan.

The City is issuing this IFB to secure a qualified and licensed General Commercial Contractor to perform the Work and provide Materials as more particularly described in the Specifications attached hereto as Exhibit A, and incorporated herein by reference. Bidders must submit Bids encompassing the entire Project, inclusive of the related Plans, Specifications, related construction drawings and Reference Documents. Failure to do so may result in a determination that the Bid is non-responsive.

- 2.2. Amendment of IFB. Except as set forth in Section 3.57 below, no alteration may be made to this IFB or the resultant Contract without the express, written approval of the City in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.
- 2.3. Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Project specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.
 - 2.3.1. Irregular/Non-responsive Bids. The City will consider as “irregular” or “non-responsive” and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:
 - 2.3.1.1. Bidder does not meet the minimum required skill, experience or requirements to perform the Work or provide the Materials.
 - 2.3.1.2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.

- 2.3.1.3. Bidder cannot demonstrate financial stability.
- 2.3.1.4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the City in its evaluation of the Bid.
- 2.3.2. Specification Minimums. Bidders are reminded that the Specifications in this IFB are the minimum levels required and that Bids submitted must be for products that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder's responsibility to carefully examine each item listed in the Specifications.
- 2.3.3. Required Submittal. Bidders shall provide **the entire IFB document (all pages)** that contains the following completed pages/documents to be considered a responsive Bid:
 - 2.3.3.1. Offer, signed in ink by a person authorized to bind the Bidder (Page i).
 - 2.3.3.2. Acknowledgement of Plans and Specifications, signed in ink (Page ii). (The full set of Plans and Specifications does not need to be returned with the IFB.)
 - 2.3.3.3. Price Sheet (Exhibit C or as subsequently replaced by Addendum).
 - 2.3.3.4. Licenses; DBE/WBE Status (Exhibit E).
 - 2.3.3.5. References (Exhibit F).
 - 2.3.3.6. Bid Bond (Exhibit G).
 - 2.3.3.7. Key Personnel/Subcontractor Listing (Exhibit H).
 - 2.3.3.8. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit K). (Revised Plans and Specifications attached to the Addendum do not need to be returned with the Acknowledgment.)
- 2.3.4. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire completed Bid package, in accordance with Subsection 2.3(C) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.
- 2.3.5. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.
- 2.3.6. Address. All Bids shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office.
- 2.3.7. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.
- 2.3.8. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.
- 2.3.9. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the City Procurement Code.

- 2.4. Inquiries; Interpretation of Plans, Specifications and Drawings.
- 2.4.1. Inquiries. Any question related to the IFB, including any part of the Plans, Specifications, Scope of Work or other Contract Documents, shall be directed to the City Representative and Procurement Administrator whose names appear on the cover page of this IFB. Verbal or telephone inquiries directed to City staff **will not be answered**. Within two business days following the Final Date for Inquiries listed on the cover page of this IFB, answers to all questions received in writing or via e-mail will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an IFB package from the City and who legibly provided a mailing address, facsimile and/or e-mail address to the City. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the City will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the City. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract Documents.
- 2.4.2. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available at:
- City of Avondale City Hall
11465 West Civic Center Drive, Avondale, Arizona 85323
- City's procurement website at www.avondaleaz.gov/procurement.
- 2.4.3. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written Substitution/Equal Request in the form attached hereto as Exhibit B, has been received by the City Representative at least 10 Days prior to the Bid Deadline. 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, performance and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.
- 2.4.4. Use of Equals. When the Specifications for materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use materials, articles, products and equipment that will perform equally the requirements imposed by the general design. The Engineer will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the Engineer. No "equal" will be considered unless a written Substitution/Equal Request, in the form attached hereto as Exhibit B, has been received by the City Representative at least 10 Days prior to the Bid Deadline. The request shall include the name of the material 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 evaluation of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.
- 2.4.5. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have

been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the City shall not be held responsible if any of the quantities shall be found to be 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 Services and/or Materials as estimated and the Services and/or Materials actually provided. Contractor is responsible for ensuring that all Materials contained in the Plans for the project are bid on the Price Sheet. Contractor shall bring any potential discrepancy between the Plans and the Price Sheet to the City's attention, either at the Prospective Bidders' Conference or by written inquiry, as set forth in Subsection 2.4(A) above. If any error, omission or misstatement is found to occur, the same shall not (1) invalidate this Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

- 2.5. Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the City at the Prospective Bidders' Conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.
- 2.6. New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.
- 2.7. Prices. Work shall be performed at the unit prices as set forth in the Price Sheet attached hereto as Exhibit C and incorporated herein by reference. Bid prices shall be submitted on a per unit basis by line item, when applicable and include all applicable transaction privilege, sales or use tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.**
- 2.8. Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.
- 2.9. Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Please be advised that ARIZ. REV. STAT. § 42-5075(P) applies to the Project contemplated within this Contract. Transaction privilege tax, sales tax and use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.
- 2.10. Federal Funding.
 - 2.10.1. General. This Project is funded by federal funds and this procurement is subject to the federal procurement rules, 24 CFR, Part 85. The successful Bidder shall be required to comply with all

applicable federal laws, regulations and requirements which include, but are not limited to the following:

- 2.10.1.1. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Construction contracts in excess of \$10,000.)
- 2.10.1.2. The Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5) which requires fair wages to be paid to construction workers on any project that is funded in whole or in part with federal dollars. (Construction contracts in excess of \$2,000.)
- 2.10.1.3. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 333), as supplemented by the Department of Labor regulations (29 CFR, Part 5) which requires affirmative nondiscrimination against workers and applicants for work on construction projects funded in whole or in part with federal monies. (Construction contracts in excess of \$2,000 and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)
- 2.10.1.4. Title VI of the Civil Rights Act of 1964 (PL88-352) and regulations issued pursuant thereto (24 CFR, Part 1) on nondiscrimination in federally assisted programs.
- 2.10.1.5. The Copeland “Anti-Kick Back” Act (18 U.S.C. 874) which protects workers wages on projects funded in whole or in part by federal funds, as supplemented in Department of Labor regulations (29 CFR, Part 3).
- 2.10.1.6. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. §§ 7602 – 7604), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations. (Contracts in excess of \$100,000.)
- 2.10.1.7. Mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 2.10.1.8. The Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359 and the Buy American requirements of Section 1605 of the Recovery Act.
- 2.10.2. Federal Requirements. All applicable federal rules and regulations are incorporated by reference herein notwithstanding the fact that they may not be specifically referenced in this solicitation (the “Federal Requirements”). It is the responsibility of the Bidder to verify and comply with Federal Requirements that may apply to the Work. It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping, necessary pay structures or other matters related to the Federal Requirements. In addition to the Federal Requirements, this procurement is also subject to a number of state and City regulations. In general, where these rules conflict, the more stringent law or rule applies.
 - 2.10.2.1. Hazardous Materials
 - 2.10.2.1.1. Asbestos testing reports for the all project locations are on file with City’s Finance and Budget Department.
 - 2.10.2.1.2. Asbestos Abatement: The Contractor acknowledges that the Contractor, and Subcontractor as applicable, has read and understood the Asbestos testing reports referenced above. In addition, the Contractor agrees to perform, in accordance with all local, state, and federal regulations, all asbestos abatement for asbestos discovered by the Contractor or its

Subcontractors during the performance of the Work irrespective of whether such asbestos was addressed in the Asbestos Survey and irrespective of whether the Asbestos Survey sets forth the requirement to abate such asbestos-containing material.

2.10.2.1.3. Lead-Based Paint Containment.

Lead-based paint testing reports for the all project locations are on file with City's Finance and Budget Department.

2.10.2.1.4. The Contractor acknowledges that the Contractor, and Subcontractor as applicable, has read and understood the Lead-based paint testing reports referenced above. In accordance with all local, state, and federal regulations, all lead-based paint containment or abatement, as necessary for the completion of the Work, for lead-based paint discovered by the Contractor or its Subcontractors during the performance of the Work irrespective of whether such lead-based paint was addressed in the Lead-Based Paint Survey and irrespective of whether the Lead-Based Paint Survey sets forth the requirement to contain abate such lead-based paint.

2.10.2.2. Davis-Bacon Requirements. The prevailing basic hourly wage rates and fringe benefit payments, as determined by the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act, specifically including, but not limited to, the provisions of 29 CFR Part 3 and 29 CFR Part 5, attached hereto as a portion of the Federal Requirements as Exhibit D and incorporated herein by reference, shall be the minimum wages paid to the described classes of laborers and mechanics employed, or working on the site, to perform the Work under this Contract.

2.10.2.2.1. Wage Determination. In the event that the wage determination decision of the Secretary of Labor, which is attached hereto as a portion of Exhibit D and incorporated herein by reference, has been superseded by any subsequent wage determination decision(s) published **ten (10) days** prior to the Bid Opening date, the most recent applicable wage decision shall be incorporated by reference, and the Contractor agrees to be bound by it, regardless of what is contained in the Specifications. State or local wage rates will not apply if the state or local wage rate exceeds the corresponding Federal Wage Determination rate.

2.10.2.2.2. Payment Withholding. To ensure compliance with the Davis-Bacon and related acts, the Contractor is responsible for the timely submittal of all required documentation from all contractors/companies who employ laborers and mechanics to perform work on this Project. Payrolls, including subcontractor's payrolls, must be submitted weekly no later than seven days after each pay period ending date. Payments may be withheld in part or in full until payrolls are received and reviewed to assure compliance with the Federal Labor Standards. Failure to clarify, when requested, discrepancies between hourly wages paid individual workers and the minimum hourly wages required by the Federal Wage Decisions contained herein may also affect the complete or timely release of payments.

2.10.2.3. Labor Compliance Preconstruction Conference. A Labor Compliance Conference must be held after award of the contract and shall be separate from and in addition to, the Pre-Construction Conference. The Contractor shall schedule the conference by contacting the City Representative. Minimum attendance shall be a corporate officer

who is authorized to execute and sign documents for the Contractor and the payroll representative of the prime, sub and lower tier contractors.

- 2.11. Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.
- 2.12. Public Record. All Bids shall become the property of the City. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the City's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.
- 2.13. Confidential Information. If a Vendor/Bidder believes that a Bid, Specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.
- 2.14. Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. Bidders shall provide license and certification information with the Bid, attached as Exhibit E and incorporated herein by reference. Upon the City's request, corporations and limited liability companies shall provide Certificates of Good Standing from the Arizona Corporation Commission.
- 2.15. Bidder Qualifications.
 - 2.15.1. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit C. Total bid price does not include any City allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit F and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.
 - 2.15.2. Investigation. The City's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.
- 2.16. Certification. By submitting a Bid, the Bidder certifies:
 - 2.16.1. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.
 - 2.16.2. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

- 2.16.3. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.
- 2.16.4. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.
- 2.16.5. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the City.
- 2.17. Bid Bond. All Vendors desiring to prepare a responsive Bid shall submit a non-revocable bid security payable to the City in the amount of ten percent (10%) of the total Bid Price. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the Procurement Office by the Bid Deadline. All bid security from Contractor(s) who have been issued a Notice of Award shall be held until the successful execution of all required Contract Documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or 10 Days after Notice of Award if no period is specified, the Contractor may be found to be in default and this Contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All bid bonds shall be executed in the form attached hereto as Exhibit G, duly executed by the Bidder as Principal and having as Surety thereon a Surety company holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. As soon as is practicable after the completion of the evaluation, the City will (A) issue a Notice of Award for those Offers accepted by the City and (B) return all checks or bonds to those Bidders who have not been issued a Notice of Award.
- 2.18. Award of Contract.
- 2.18.1. Multiple Award. The City may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.
- 2.18.2. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) tax-inclusive Price, including alternates selected by the City, if any, and taxes, but excluding "as-needed" services requested by the City and (3) Bidder qualifications to perform the Work.
- 2.18.3. Waiver, Rejection, Reissuance. Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.
- 2.18.4. A Bid is a binding offer to contract with the City based upon the terms, conditions and Specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or Specifications are modified by a written addendum or Contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for **90** Days after the Bid Opening.
- 2.18.5. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City Procurement Code.

ARTICLE III – GENERAL TERMS AND CONDITIONS

PART A - GENERAL

- 3.1. Reference Standards and Reference Documents. The Contractor shall perform the Work required in conformance with MAG Specifications and the MAG Supplement, each of which is incorporated herein by reference. In the event of a conflict between the MAG Specifications and the MAG Supplement, the MAG Supplement shall prevail. The Contractor shall also perform the Work in accordance with the Reference Documents, a list of which is attached hereto as part of Exhibit A.
- 3.2. Plans and Specifications to Successful Contractor. The successful Contractor is responsible to download and print Plans and Specifications for this Project available at the following website:
<https://www.avondaleaz.gov/government/departments/finance-budget/procurement>
- 3.3. Contract Time. The Contract Time for this Project shall be 60 days from the Notice to Proceed. All Work on the Project shall be completed on or before the expiration of the Contract Time.
- 3.4. Pre-Construction Conference. No more than 10 Days of the issuance of the Notice of Award, the Contractor shall attend a pre-construction conference. The City will contact the Contractor to schedule a specific date, time and location for the pre-construction conference. The purpose of this conference is to outline specific items and procedures and to address items that require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures that the Contractor believes may (A) improve the Project, (B) reduce cost or (C) reduce inconvenience to the public. Any necessary coordination and procedures for construction inspection and staking will be addressed during the pre-construction conference. The Contractor will be required to provide the following items at, or prior to, the pre-construction conference, each of which is subject to review and approval by the Engineer:
 - 3.4.1. Key Personnel; Subcontractors. A list of the names and emergency telephone numbers of all proposed key personnel, Subcontractors and suppliers that the Contractor intends to utilize on the Project, in the form attached hereto as Exhibit H and incorporated herein by reference. The term “Key Personnel” means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, construction engineer and supervisory personnel. At least two of the Bidder’s Key Personnel must have a minimum of three years’ experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the City’s representative. Proposed Subcontractors shall be qualified and have the requisite professional or technical licenses and be licensed to do business in the State of Arizona. The list shall include such information on the professional background of each of the assigned key individuals as may be requested by the City Representative. Such key personnel and Subcontractors shall be satisfactory to the Engineer and shall not be changed except with the consent of the Engineer. Additionally, the Engineer shall have the right to request that the Contractor personnel and Subcontractors be removed from the Project if, in the Engineer’s sole discretion, such personnel or Subcontractor(s) are detrimental to the Project delivery process. Upon receipt of such request, the Contractor shall remove such personnel or Subcontractor(s) unless the Contractor can provide the City with sufficient documentation to prove it is commercially impractical to replace the personnel or Subcontractor(s) with substitute personnel possessing similar qualifications. The Engineer’s approval of substituted personnel or Subcontractor(s) shall not be unreasonably withheld.
 - 3.4.2. Progress Schedule. A construction progress schedule showing the estimated time for start and completion of each project site.
 - 3.4.3. Payment Schedule. A payment schedule showing the estimated dollar volume of Work for each calendar month during the life of the Project.

- 3.4.4. Traffic Control. A written proposal, prepared by an individual who is IMSA or ATSSA certified, outlining the intended plans for traffic control and for maintaining continuous access to residences and businesses along the construction site.
- 3.4.5. Drawings, Materials & Equipment. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.
- 3.5. Notice to Proceed. Within 15 Days of the issuance of the Purchase Order the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual Contract start date, the Contract Time and the dates of Substantial Completion and Final Completion. The time required for the Contractor to obtain permits, licenses and easements shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. No Work shall be started until after all required permits, licenses, and easements have been obtained. The Contractor shall notify the City Representative, in writing, at least 72 hours before the following events:
 - 3.5.1. Commencement. The start of construction.
 - 3.5.2. City Services Shut Down. Shutdown of City water, sewer, drainage, irrigation and/or traffic control facilities.
 - 3.5.3. Well or Pump Shut Down. Shutdown of existing water wells and booster pumps. Such shutdown shall not exceed 72 hours of any facility and only one facility may be shutdown at any one time.
 - 3.5.4. Water Lines. All draining and filling of water lines and irrigation laterals and all operations of existing valves or gauges. The City will furnish all required water meters; provided however, that the meter provided is only for construction purposes. Any domestic water meter necessary for the Project shall be included in the Bid.
 - 3.5.5. Start-up and Testing. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.
- 3.6. Laws and Regulations. The Contractor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the Work herein specified, including existing and future (A) City and County ordinances and regulations, (B) State and Federal laws and (C) Occupational Safety and Health Administration (“OSHA”) standards.
- 3.7. Affirmative Action Report. It is the policy of the City that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. On any Contract in excess of six months, the Contractor shall provide an annual report to the Engineer highlighting its activities to comply with this Section 3.7.
- 3.8. Rights-of-Way. The Contractor shall obtain a right-of-way permit for any of the Work completed in the public right-of-way. The Contractor will be responsible for any required Maricopa County permits or other agency permits. The City will provide any necessary easements for Work specified under this Contract, and the Contractor shall not enter or occupy with workers, tools, equipment or materials any private ground outside the property of the City without the written consent of the owner thereof. The Contractor, at its own expense, is responsible for the acquisition of any additional easements or rights-of-way.
- 3.9. Inspection and Compliance. Each Contractor must inform itself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible in carrying out its work, the Contractor must employ such methods or means

as will not cause any interruption of or interference with the Work of any other contractor. Contractor affirms that it has inspected the jobsite and has thoroughly reviewed this Contract including, without limitation, the Specifications listed on Exhibit A, as the same may be revised by the City, and is not relying on any opinions or representations of City. Contractor agrees to perform and complete such Work in strict accordance with this Contract and under the general direction of the City. Contractor agrees that any exclusions of any Work must be approved in writing by the City prior to acceptance of this Contract or same shall not be excluded hereunder. Contractor shall provide all competent supervision necessary to execute all Work and any Work incidental thereto in a thorough, first-class, workmanlike manner. It is Contractor's responsibility that all of the Work and any Work incidental thereto conforms to, and is performed in accordance with, all applicable Federal, State, County and City laws, codes, ordinances, regulations (including National Pollutant Discharge Elimination System and air pollution standards) and orders of public authorities bearing on performance of the Work.

- 3.10. Safety Plan. Contractor is responsible for all safety precautions and programs and shall perform the Work in accordance with a safety plan that is compliant with OSHA, American National Standards Institute and National Institute for Occupational Safety and Health standards. Contractor shall provide all protection and necessary supervision to implement said safety plan. Contractor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (A) employees or others on the Project, (B) the Work and materials and (C) other property at the Project or adjacent thereto. Contractor shall designate a responsible person on the Project whose duty shall be prevention of accidents.
- 3.11. Traffic Regulations. All traffic affected by the Work under this Contract shall be regulated in accordance with the then-current version of the *City of Phoenix-Traffic Barricade Manual* (the "Barricade Manual") which is incorporated herein by reference; provided, however, that this Contract shall govern in a conflict with the terms of the Barricade Manual. At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time, the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.
- 3.11.1. Major Streets. The following shall be considered major streets: All major parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City.
- 3.11.2. Traffic Control Devices. All traffic control devices required for the Work under this Contract shall be the responsibility of the Contractor. The Contractor shall place advance warning signs (such as REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS) in accordance with the Barricade Manual. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes. All barricades and obstructions shall be illuminated at night, and all safety lights shall be illuminated from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of this Contract.
- 3.11.3. Existing Signs. The Contractor shall ensure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Engineer, in writing, at least 48 hours in advance for City personnel to temporarily relocate or cover said signs. The Engineer will direct the Contractor as to the correct positions to

re-set all traffic and street name signs to permanent locations when notified by the Contractor that the interfering construction is complete.

- 3.11.4. Manual Traffic Control. Manual traffic control shall be in conformity with the Barricade Manual, except that the designated liaison officer shall be contacted at the Avondale Police Department. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide trained flagmen to direct traffic safely. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements must be made with the liaison officer at the Avondale Police Department.
- 3.11.5. Contractor Equipment. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Contractor shall provide a flagman or off-duty, uniformed Avondale officer to assist with spotting.
- 3.11.6. Traffic Alterations. During construction, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Barricade Manual. No street within the Project area may be closed to through traffic or to local emergency traffic without prior, written approval of the Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least 72 hours in advance of such closing. Partial closure of streets within the Project shall be done in strict conformity with the Barricade Manual and the Engineer's written directions.
- 3.11.7. Intersections. Caution should be used when excavating near intersections with traffic signal underground cable. Contractor shall notify the Engineer, in writing, 24 hours in advance of any Work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty, uniformed Avondale police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the Engineer's satisfaction. Magnetic detector loops shall, under no circumstances, be spliced.
- 3.11.8. Adjacent Property Access. The Contractor shall maintain access to all businesses, schools and residences along the Project alignment at all times in accordance with the MAG Supplement, Section 107.7.1 (Access).
- 3.11.9. Covered Crossings. Where crossings of existing pavement occurs, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow, as determined by the Engineer in his sole discretion. If plates cannot be used, crossings shall either be back-filled or the Contractor shall provide a detour.
- 3.12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.13. Insurance.

3.13.1. General.

- 3.13.1.1. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City's option.
- 3.13.1.2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.
- 3.13.1.3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.
- 3.13.1.4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or Services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.
- 3.13.1.5. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the City as an Additional Insured.
- 3.13.1.6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- 3.13.1.7. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 3.13.1.8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

- 3.13.1.9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.
- 3.13.1.10. Evidence of Insurance. Contractor will provide to the City within 10 business days after receipt of the executed Agreement, and prior to commencing any Work or Services under this Contract, suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:
- 3.13.1.10.1.1. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
- 3.13.1.10.1.1.1. Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
- 3.13.1.10.1.1.2. Auto Liability - Under ISO Form CA 20 48 or equivalent.
- 3.13.1.10.1.1.3. Excess Liability - Follow Form to underlying insurance.
- 3.13.1.10.1.2. Contractor's insurance shall be primary insurance with respect to performance of this Contract.
- 3.13.1.10.1.3. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of Work or Services performed by Contractor under this Contract.
- 3.13.1.10.1.4. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the

phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

- 3.13.1.11. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

3.13.2. Required Insurance Coverage.

- 3.13.2.1. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- 3.13.2.2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- 3.13.2.3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work in any way related to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.
- 3.13.2.4. Workers’ Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers’ compensation insurance, Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by Federal and State

statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

3.13.2.5. Builder's Risk Insurance. Unless expressly waived by the City Manager in a written addendum or amendment to this Contract, the Contractor shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the City, the Contractor, the Contractor's Subcontractors and subcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The Contractor shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

3.13.3. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 Days' prior written notice to the City.

3.14. Performance Bond. The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of this Contract in the amount of one hundred percent (100%) of the total Contract Price payable to the City. Performance security shall be in the form of a performance bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Engineer within 10 business days after receipt of the executed Agreement from the City. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and this Contract terminated by the City. In case of default the City reserves all rights. All performance bonds shall be executed in the form attached hereto as Exhibit I, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the performance bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.15. Payment Bond. The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any Subcontractor for the performance of any Work related to this Contract. Payment security shall be in the amount of one hundred percent (100%) of the total Contract Price and be payable to the City. Payment security shall be in the form of a payment bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Engineer within 10 business days after receipt of the executed Agreement from the City. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and this Contract terminated by the City. In case of default the City reserves all rights. All payment bonds shall be executed in the form attached hereto as Exhibit J, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the payment bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.16. Changes in the Work. The City may, without invalidating this Contract, order changes in the Work consisting of additions, deletions or other revisions to this Contract and the Contract Price and the Contract Time shall be adjusted as provided below. The Contract Price and/or the Contract Time may only be changed by the City's written approval authorizing said change and said changes shall be performed under

the applicable conditions of this Contract. The Contract Price shall be adjusted as a result of a change in the Work as follows:

- 3.16.1. Additions. When the City increases the scope of the Work, Contractor will perform the increased work pursuant to Contractor's unit prices set forth on the Price Sheet.
- 3.16.2. Deletions. When the City decreases the Work resulting in a decrease in Contractor's quantity of the Work, the City shall be allowed a decrease in the Contract Price amounting to the quantity of the deleted Work multiplied by the Contractor's unit prices.
- 3.16.3. Estimating. Whenever the City is considering a change to the Work, Contractor shall promptly, and in any event within five business days, estimate the price of the contemplated additional or deleted Work in good faith and as accurately as is then-feasible. The estimate shall show quantities of labor, material and equipment and shall be pursuant to the rates set forth in the Contractor's Bid.
- 3.17. Substantial Completion. When the Contractor considers that the Work is Substantially Complete, the Consultant shall prepare and submit to the Contractor a comprehensive list of Punch List items, which the Contractor may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The City shall determine when the Project and the Contractor's Work is substantially complete. "Substantial Completion" means construction has been completed in accordance with the Contract Documents to the extent that the City can use or occupy the entire Project, or the designated portion of the Project, for the use intended without any outstanding, concurrent construction at the site, except as may be required to complete or correct Punch List items. A prerequisite for Substantial Completion, over and above the extent of construction completion required, is receipt by the City of acceptable documentation that Contractor has successfully tested and demonstrated all systems for their intended use. The date of Substantial Completion shall be confirmed by a Certificate of Substantial Completion signed by the City and Contractor. The Certificate of Substantial Completion signed by the City and Contractor shall state the respective responsibilities of the City and the Contractor for security, maintenance, utilities, damage to the Work and insurance. The Certificate of Substantial Completion shall also include the Punch List as created by the Contractor and modified by the City and establish the time for completion and correction of all Punch List items. If the City and the Contractor cannot agree as to the appropriate date of Substantial Completion, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article III, Part B below. Notwithstanding such disagreement, the Contractor shall diligently proceed with completion of the Punch List items.
- 3.18. Final Completion. The City shall determine when the Project and the Contractor's Work is finally completed. "Final Completion" means completion of the Project by the Contractor in accordance with the Contract Documents, certified to the City by the Contractor. Final Completion shall be achieved only upon the City's written acceptance of (A) the construction, (B) all testing, (C) demonstration by Contractor that the Work functions as required by the Contract Documents and meets all Contract requirements, (D) resolution of all outstanding system deficiencies and Punch List items, if any, (E) delivery of all as-built documentation, drawings, completed record documents (with revisions made after Substantial Completion), annotated submittals and design document deliverables, (F) submittal, acceptance, and delivery of the one hundred percent (100%) complete O&M manuals, (G) delivery of warranties, inspection certificates, bonds and all other required documents, (H) all pre-requisites for final payment and (I) submittal of Contractor's request for final payment and acceptance enclosing all required documentation. Upon Final Completion the Engineer shall issue a Certificate of Final Completion to the Contractor on behalf of the City. Following receipt of payment from the City, the Contractor shall make all payments due to the Subcontractors.
- 3.19. Payments to Contractor. Payment shall be conditioned upon Contractor's compliance with the payment terms and conditions set forth below. Contractor expressly acknowledges and agrees that (A) the Contract Price is an estimated amount based upon an engineer's estimate of the quantities of the Materials deemed necessary to perform the Work and (B) the amount of any payment to be made pursuant to this Contract

shall be determined by the field-measured quantities of Materials actually installed by Contractor. Material or equipment delivered to the Project by or on behalf of Contractor shall not constitute material or equipment furnished in the performance of the Work until same has been incorporated into the improvements constituting the Project. Payment shall not constitute acceptance by the City or evidence thereof of any Work performed.

3.19.1. Progress Payments.

3.19.1.1. On or before the 15th day of each month after construction has commenced, the Contractor shall submit to the City an application for payment consisting of the cost of the Work performed up to the end of the prior month, including the cost of material stored on the site or at other locations approved by the City. Each project location shall be invoiced separately and itemized as detailed on the Price Sheet. The application shall be deemed approved and certified for payment seven Days after it is submitted unless before that time the City prepares and issues a specific written finding setting forth those items in detail that are not approved for payment under this Contract. Prior to submission of the next application for payment, the Contractor shall make available at the request of the City a statement accounting for the disbursement of funds received under the previous application for purposes of audit. The extent of such statement shall be as agreed upon between the City and Contractor.

3.19.1.2. Within 14 Days after approval of each monthly application for payment, the City shall pay directly to the Contractor the appropriate amount for which application for payment is made, less amounts (a) previously paid by the City, (b) sufficient to pay expenses the City reasonably expects to incur in correcting deficiencies which are set forth in writing and provided to the Contractor and (c) any retainage as set forth in subsection 3.19(B) below.

3.19.1.3. The City's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Contract.

3.19.1.4. Upon Substantial Completion of the Work, the City shall pay the Contractor the unpaid balance of the cost of the Work, less a sum equal to the Contractor's estimated cost of completing any unfinished items as agreed to between the City and the Contractor as to extent and time for Final Completion. The City thereafter shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

3.19.2. Retainage. With respect to the Work, the City shall retain ten percent (10%) of the amount of each estimate until Final Completion and acceptance of all Material, equipment and Work covered by this Contract.

3.19.2.1. Any securities submitted by Contractor in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the City. The City shall be listed as payee or multiple payees with Contractor on all such securities.

3.19.2.2. When the Work is fifty percent (50%) completed, one-half of the amount retained including any securities substituted pursuant to subsection 3.19 (B)(1) shall be paid to the Contractor upon the Contractor's request, provided the Contractor is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After the construction Work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under this Contract may be retained, provided the Contractor is making satisfactory progress on the Project. If, at any time, the City determines satisfactory

progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under this Contract after the determination.

- 3.19.3. Payment for On-site and Off-site Stored Materials. Payment shall be made on account of Materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may similarly be made for Materials and equipment suitably stored off the site, conditioned upon the Contractor furnishing evidence to the City that (1) title to the Materials and equipment will pass to the City upon payment therefore, (2) the Materials and equipment are adequately safeguarded and insured, including during transit from the off-site location to the Project site and (3) such other matters as the City may reasonably request in order to protect its interests. With the prior, written approval of the City, Contractor may advance order the bulk delivery of Materials to be incorporated into the Work over the course of this Contract. Upon delivery and receipt of supplier invoice, the City shall pay for the bulk delivery, either directly to the Contractor or to the vendor or by joint check to Contractor and vendor, and shall receive a full release for the amount paid from vendor and Contractor. Contractor agrees to assume full responsibility for the safekeeping of all such Materials and shall guarantee to the City that such Materials shall remain safe from theft or damage from any and all causes (unless caused by the sole negligence of the City). Contractor shall immediately replace, repair or restore said Materials to their original condition so as to not cause any delay in the Work, and Contractor shall indemnify and hold harmless the City for, from and against any and all loss, cost, liability or expense resulting from any loss or damage to any of the Materials described herein from any cause unless due to the City's sole negligence. Should the City have reason to believe Contractor is not properly safeguarding any of the Materials, the City shall have the right, but not the affirmative duty, to immediately take such steps as it deems necessary to do so, including removing Contractor from the job, replacing any Materials or expending any sums to properly carry out Contractor's responsibility hereunder, and any amounts so expended shall be billed back to Contractor or deducted from any sums then or thereafter due to Contractor. Contractor shall fully insure all Materials stored on site as required by the City, and if such insurance is not obtained due to a lack of insurable interest, the City shall have the right to obtain such insurance and charge the amount thereof back to Contractor or deduct said amount from any funds then or thereafter due to Contractor.
- 3.19.4. Title to Construction Work. The Contractor warrants that title to all Work covered by an application for payment shall pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all Work for which applications for payment have been previously issued and payments received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, Materials and equipment relating to the Work.
- 3.19.5. Final Payment.
- 3.19.5.1. Final payment, consisting of the unpaid balance of the cost of the Work shall be due and payable at Final Completion and acceptance by the City. Before issuance of final payment, the City may request satisfactory evidence that all payrolls, Materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.
- 3.19.5.2. In making final payment the City waives all claims except for:
- 3.19.5.2.1. Outstanding liens.
- 3.19.5.2.2. Improper workmanship or defective Materials.
- 3.19.5.2.3. Work not in conformance with this Contract or Work not completed.
- 3.19.5.2.4. Terms of any special warranties required by this Contract.

- 3.19.5.2.5. Delivery to City of all warranties, operation and maintenance manuals, “AS-BUILT” record drawings and other documents as required by this Contract.
- 3.19.5.2.6. Right to audit Contractor records for a period of three years.
- 3.19.5.2.7. Claims previously made in writing and which remain unsettled.
- 3.19.5.3. Acceptance of final payment by the Contractor shall constitute a waiver of affirmative claims by the Contractor, except those previously made in writing and identified as unsettled at the time of final payment.
- 3.19.6. Warranty. Contractor or its assignee shall give to the City a one-year warranty against deficiencies in material and workmanship for all Work on the Project or other such warranty as required by the City Engineer, which warranty shall begin on the date that the City accepts the Work as provided in this Section. Any material deficiencies in material or workmanship identified by City staff during the one-year warranty period shall be brought to the attention of the Contractor or its assignee that provided the warranty, which shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City Engineer. Continuing material deficiencies in a particular portion of the Work shall be sufficient grounds for the City to require (1) an extension of the warranty for an additional one-year period and (2) the proper repair of or the removal and reinstallation of, that portion of the Work that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Contractor agrees to repair any damage to the Work caused by Contractor’s construction activities on the Property. Nothing contained herein shall prevent the City or Contractor from seeking recourse against any other third party for damage to the Work caused by such third party.
- 3.20. Offset.
 - 3.20.1. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.
 - 3.20.2. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

PART B - PERFORMANCE OF THE WORK

- 3.21. Project Videotape. [Intentionally omitted.]
- 3.22. Soil and Subsurface Conditions. [Intentionally omitted.]
- 3.23. Work Scheduling. Time is of the essence for this Contract. Contractor shall provide the Engineer with any requested scheduling information and a proposed schedule for performance of the Work within the Contract Time in a form acceptable to the Engineer and approved by the Engineer, in his sole and absolute discretion, providing for commencement and completion of the Work (the “Schedule”). The Schedule shall include the date for Substantial Completion of the Work. The Engineer may revise the Schedule during the course of the Work. Contractor, to induce the City to enter into this Contract, has and does hereby agree to fully perform and complete the Work for the Contract Price within the Schedule.
- 3.24. Contractor’s Representative. The Contractor or his authorized representative shall be present at the Work site at all times during working hours. Instructions and information provided by the Engineer to the Contractor’s representative shall be considered as having been given to the Contractor, per MAG Supplement Section 105.5.2.

3.25. Prosecution of the Work. The Contractor shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the delay is an Inexcusable Delay, as defined below, the Contractor shall prepare a recovery schedule for the Engineer’s review and approval, showing how the Contractor will compensate for the delays and achieve Substantial Completion by the date(s) shown on the Schedule. If the Contractor is unable to demonstrate how it will overcome Inexcusable Delays, the Engineer may order the Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the Substantial Completion date(s) set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, the Engineer shall either (A) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the contract sum on account of such delay or (B) request that the Contractor prepare a recovery schedule showing how (if possible) the Contractor can achieve Substantial Completion by the applicable date shown on the Schedule, and equitably adjust the Contract Price in accordance with the provisions of this Contract on account of any extraordinary activities required of the Contractor on account of such recovery schedule.

3.26. Extensions of Time.

3.26.1. Allowable Extensions. An extension in the scheduled date of Substantial Completion will only be granted in the event of Excusable Delays affecting the Schedule for the Work. The Contractor shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work. The Contractor must submit evidence reasonably satisfactory to the City substantiating such costs. Such adjustment to the Price and Substantial Completion date shall be issued in a Change Order or Contract amendment, as applicable.

3.26.2. Excusable Delay. To the extent any of the following events results in an actual delay in the Work, such shall constitute an “Excusable Delay” (to the extent not set forth below, a delay will be considered an “Inexcusable Delay”):

3.26.2.1. Delays resulting from Force Majeure.

3.26.2.2. Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned utility lines and water conditions.

3.26.2.3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the Site by the Contractor.

3.26.2.4. Delays resulting from changes in Applicable Laws occurring after the date of execution of this Contract.

3.26.2.5. Delays occurring due to the acts or omissions of the City and those within the control of the City.

3.26.2.6. Delays occurring due to the acts or omissions of a utility, so long as Contractor has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Contractor to avoid the delay.

3.26.2.7. Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Schedule; provided, however, that Contractor’s Schedule shall be deemed to include seven days for weather delays (the “Expected Delay Days”), regardless of whether such weather delays are specifically set forth in the Schedule. Contractor shall notify the City within 24 hours in writing of a weather-related delay. If Contractor fails to give the required 24-hour notice, no such weather delay will be

subtracted from the Expected Delay Days. Weather delays shall not be deemed "Excusable" unless all of the Expected Delay Days have been exhausted.

- 3.26.2.8. Delays resulting from Additional Work (defined below) that cannot be performed concurrently with the Work on the Schedule.
- 3.26.3. Required Notice. In order to obtain an extension of time due to an Excusable Delay, the Contractor shall comply with the following requirements. The Contractor shall notify the Engineer in writing of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Contractor becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Contractor expects to be delayed. After the cessation of the Excusable Delay, the Contractor shall notify the Engineer of the number of Days the Contractor believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the City, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this subsection.
- 3.26.4. Determination. Within 10 Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then-current status of Excusable Delays and Inexcusable Delays, the Engineer will provide the Contractor with written notice of Engineer's determination of the respective number of Days of Excusable Delay and/or Inexcusable Delay. The Engineer's determination may be issued at such time as the Engineer deems reasonable, but not later than 10 Days after receipt by the Engineer of the Contractor's written request for such determination. The Contractor shall not, however, deem an issuance by the Engineer of such a determination to be a concurrence of the matters set forth in the Contractor's request. The Contractor may invoke the dispute resolution procedures set forth in Part D below with respect to such determination.
- 3.26.5. Concurrent Delay. To the extent the Contractor is entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Contractor or by an Inexcusable Delay, the Contractor shall not be entitled to any additional costs for the period of such concurrency.
- 3.27. Liquidated Damages. It is expressly understood that should Contractor fail to complete the Work covered hereby within the Contract Time, the Contractor agrees to pay and shall pay to the City upon request therefore for each Day of delay beyond the original or revised scheduled time of completion of Contractor's Work as liquidated damages, and not as a penalty, in the amount per day as set forth in MAG Specifications for each Day of delay.
- 3.27.1. Prior to Termination. If this Contract is not terminated, the Contractor shall continue performance and be liable to the City for the liquidated damages until the Work is complete.
- 3.27.2. After Termination. In the event the City exercises its right of termination, the Contractor shall be liable to the City for any excess costs and, in addition, for liquidated damages until such time as the City may reasonably obtain delivery or performance of similar Services.
- 3.28. Suspension by the City for Convenience.
- 3.28.1. City Determination. The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the City may determine to be appropriate for its convenience.
- 3.28.2. Contract Adjustments. Adjustments caused by suspension, delay or interruption shall be made for increases in the applicable contract sum and/or the date(s) of Substantial Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the

suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equitable adjustment.

- 3.29. Termination by the City for Convenience. The City may, upon 30 Days' written notice to the Contractor, terminate this Contract, in whole or in part, for the convenience of the City without prejudice to any right or remedy otherwise available to the City. Upon receipt of such notice, the Contractor shall immediately discontinue all Services affected unless such notice directs otherwise. In the event of a termination for convenience of the City, the Contractor's sole and exclusive right and remedy shall be payment for all Work performed through the date of termination. The Contractor shall not be entitled to be paid any amount as profit for unperformed Services or consideration for the City's termination by convenience.
- 3.30. Termination by the City for Cause.
- 3.30.1. Default; Cure. If the Contractor refuses or fails to supply sufficient properly skilled staff or proper Materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Contract, and such nonperformance or violation continues without cure for 15 Days after the Contractor receives written notice of such nonperformance or violation from the City, then the City may, without prejudice to any right or remedy otherwise available to the City, terminate this Contract.
- 3.30.2. Substitute Performance. Upon termination of this Contract by the City, the City shall be entitled to furnish or have furnished the Services to be performed hereunder by the Contractor by whatever method the City may deem expedient. Also, in such case, the Contractor shall not be entitled to receive any further payment until completion of the Work, and the total compensation to the Contractor under this Contract shall be the amount that is equitable under the circumstances. If the City and the Contractor are unable to agree on the amount to be paid under the foregoing sentence, the City shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Contractor may dispute the City's assessment of the termination amount pursuant to the dispute resolution process set forth in in Part D of this Contract.
- 3.30.3. Contractor Insolvency. Upon the appointment of a receiver for the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, the City may terminate this Contract, without prejudice to any right or remedy otherwise available to the City, upon giving three business days' written notice to the Contractor. If an order for relief is entered under the bankruptcy code with respect to the Contractor, the City may terminate this Contract by giving three business days' written notice to the Contractor unless the Contractor or the trustee completes all of the following:
- 3.30.3.1. Promptly cures all breaches within such three-day period.
- 3.30.3.2. Provides adequate assurances of future performance.
- 3.30.3.3. Compensates the City for actual pecuniary loss resulting from such breaches.
- 3.30.3.4. Assumes the obligations of the Contractor within the established time limits.
- 3.31. Contract Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered.

The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

- 3.32. Additional Work, Materials and/or Overtime. Contractor expressly agrees that if overtime or additional workers or materials are necessary to meet the Schedule, that such overtime will be performed or additional workers or materials will be procured by the Contractor, and the additional expense thereof shall be borne by Contractor unless the delay requiring overtime was directly caused by the City, in which event Contractor shall be entitled to compensation for such overtime Work. If the City requests Contractor to perform additional Work in connection with the Project (“Additional Work”), Contractor shall charge the City a negotiated fixed amount for the Additional Work. In the event a fixed amount cannot be negotiated, Contractor shall invoice the City on a time and materials basis for the Additional Work at the unit prices set forth in the price sheet.
- 3.33. No Damage for Delay or Additional Work by the City. Contractor shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the City from any liability for damages or expenses that may be caused to or sustained by Contractor by reason of such changes or by reason of delays in the Work, whether caused in whole or in part by conduct on the part of the City, including without limitation, any breach of this Contract or delays by other contractors or Subcontractors. Contractor’s exclusive remedy in the event of delay or Additional Work by the City shall be an extension of time hereunder to complete the Work.
- 3.34. Risk of Loss. Contractor shall assume the risk of loss occasioned by fire, theft or other damage to Materials, machinery, apparatus, tools and equipment relating to the Work prior to actual installation in final place on the Project and acceptance by the City. Contractor shall be responsible for damage to the Materials, machinery, apparatus, tools, equipment and property of the City and other contractors resulting from the acts or omissions of its Subcontractors, employees, agents, representatives Subcontractors, and for payment of the full costs of repair or replacement of any said damage.
- 3.35. 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 by the Engineer. The Contractor shall turn over the entire Work in full accordance with this Contract before final settlement shall be made.
- 3.36. Character and Status of Workers. Only skilled foremen and workers shall be employed on portions of the 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 indemnify and hold harmless the City from and against damages or claims for compensation that may occur in the enforcement of this Section. The Contractor shall be responsible for ensuring the legal working status of its employees and its Subcontractor’s employees. The Contractor agrees that once assigned to Work under this Contract, key personnel shall not be removed or replaced without written notice to the City. If key personnel are not available for Work under this Contract for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Work than initially anticipated, the Contractor shall immediately notify the City and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
- 3.37. Work Methods. The methods, equipment and appliances used on the Work shall be such as will produce a satisfactory quality of Work, and shall be adequate to complete this Contract within the Contract Time. Except as is otherwise specified in this Contract, the Contractor’s procedure and methods of construction may, in general, be of its own choosing, provided such methods (A) follow best general practice and (B) are

calculated to secure results which will satisfy the requirements of this Contract. The Work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the City’s right-of-way. The Contractor shall exercise caution during the course of this Work to avoid damage to all known existing or possible unknown existing underground utilities. It shall conduct its operations in such a manner as to avoid injury to its personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

- 3.38. Safety Fencing Requirement for Trenches and Excavations. The Contractor shall provide safety construction fencing around all open trenches and excavations during all non-working hours. In addition, the Contractor shall provide safety fencing around the Project site during working hours in order to ensure public safety. The Contractor shall provide for the safety and welfare of the general public by adequately fencing all excavations and trenches that are permitted by the Engineer to remain open when construction is not in progress. Fencing shall be securely anchored to approved steel posts located not less than six feet on center, having a minimum height of six feet, and shall consist of wire mesh fabric of sufficient weight and rigidity to adequately span a maximum supporting post separation of six feet. The fencing, when installed about the periphery of excavations and trenches, shall form an effective barrier against intrusion by the general public into areas of construction. The Contractor, at all times when construction is not in progress, shall be responsible for maintaining the fencing in good repair, and upon notification by the Engineer, shall take immediate action to rectify any deficiency. Prior to the start of any excavation or trenching required for the execution of the proposed Work, the Contractor shall submit to the Engineer for approval, detailed plans showing types of materials and methods of fabrication for the protective fencing. There will be no separate measurement or payment for furnishing, installing, or maintaining protective fencing. The cost shall be considered incidental to the cost of the pipe, bridge, and any other structures for which trenching is necessary.
- 3.39. Plans and Shop Drawings, Samples and Substitution of Materials. All submittals shall conform to MAG Specifications, Section 105.2 (Plans and Drawings) as modified by the MAG Supplement. Contractor shall furnish, within three business days following request therefore by the City, detailed drawings of the Work, samples of Materials and other submittals required for the performance or coordination of the Work. Substitutions shall be equal or superior to Materials specified in the Contract Documents, shall be clearly identified on submittals as “proposed substitutions” and shall be approved by the City in accordance with Section 2.4 above. Contractor shall be fully responsible for the adequacy, completeness and promptness of all such submittals. Materials shall not be furnished to the jobsite unless same is in strict compliance with the Specifications or otherwise approved in writing by the City. Approval by the City shall not relieve Contractor of full responsibility for compliance with scope, intent and performance in accordance with this Contract.
- 3.40. Cooperation with Utilities. The Contractor shall comply with the requirements of MAG Specifications 105.6, as modified by the MAG Supplement.
- 3.41. Sampling and Testing. Sampling and testing shall conform to the requirements of the MAG Specifications, Section 106, as modified by the MAG Supplement.
- 3.42. Cooperation between Contractors. The Contractor shall comply with the requirements of MAG Specifications, Section 105.7, as modified by the MAG Supplement.
- 3.43. Outdoor Construction Time Restrictions. Unless otherwise permitted by the Engineer, construction will be restricted as listed in the following table:

May 1 – October 31	November 1 – April 30
5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.

Construction Work shall not begin Work prior to 7:00 a.m. and shall stop by 7:00 p.m. on Saturdays, Sundays and all City, State and Federal holidays.

- 3.44. Construction Survey. [Intentionally omitted.]
- 3.45. Survey Control Points. [Intentionally omitted.]
- 3.46. Stockpile of Materials. [Intentionally omitted.]
- 3.47. Excess Materials. When excavations are made, resultant loose earth shall be (A) utilized for filling by compacting in place or (B) disposed of off-site. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the Project Site and disposed of by the Contractor. Disposal of material within the Avondale City Limits or Planning Area must be approved by the Engineer. Waste material shall not be placed on private property without express permission of the property owner. The Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, Contractor shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish and cleaning all stains, spots, marks, dirt, smears or other blemishes. When the Work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use. Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products and debris and shall make necessary arrangements for such disposal.
- 3.48. Dust Control and Water. Contractor shall implement dust control measures in accordance with MAG Specifications, Section 104.1, and the MAG Supplement. Installation and removal of fire hydrant meters should be scheduled at least three business days in advance through the City Water Billing Department. Watering shall conform to the provisions of MAG Specifications, Section 225. A deposit and installation fee in amounts set forth in the City's fee schedule is required for each meter. The cost of the water is at the prevailing rate.
- 3.49. Temporary Sanitary Facilities. The Contractor shall provide ample toilet facilities with proper enclosures for the use of workers employed on the Work site. Toilet facilities shall be installed and maintained in conformity with all applicable State and local laws, codes, regulations and ordinances and shall be properly lit and ventilated, and kept clean at all times. Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.
- 3.50. Electric Power, Water and Telephone. Unless otherwise specified, the Contractor shall make its own arrangements for electric power, water and telephone. Subject to the convenience of the utility, it may be permitted to connect to existing facilities where available, but Contractor shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.
- 3.51. Energized Aerial Electrical Power Lines. Utility companies may maintain energized aerial electrical power lines in the immediate vicinity of this Project. Contractor shall not presume any such lines to be insulated. Construction personnel working in proximity to these lines may be exposed to an extreme hazard from electrical shock. Contractor shall ensure that its employees and all other construction personnel working on this Project are warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten feet of clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15, as amended). As an additional safety precaution, Contractor shall call the affected utility companies 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 shall be borne by the Contractor. Contractor shall account for the time necessary to cause such utility disconnection in the preparation of its Bid. Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this Project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractor shall ensure that its employees and all other personnel working near any

underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A), as amended).

- 3.52. Site Clean Up. Contractor shall at all times, but not less than daily unless otherwise agreed by City Representative, keep the premises on which the Work is being performed clean and free from accumulation of any waste materials, trash, debris and excess dirt, and at all times shall remove Contractor's implements, machinery, tools, apparatus and equipment from the jobsite when not needed on the jobsite. Should the City Representative find it necessary in his/her opinion to employ help to clean up, remove or store any of the foregoing due to failure of Contractor to do so, the expense thereof shall be charged to Contractor. Verbal notice from the City Representative on clean-up or removal is considered adequate notice hereunder, and failure to conform with his/her request within 24 hours thereof will be construed as a breach of this Contract by the Contractor and such charges will be made against Contractor's account as are necessary to accomplish the clean-up or removal. The cost of cleanup, removal or storage by the City, if not deducted by the City from monies due Contractor, shall be paid by Contractor within five business days of written demand by the City.
- 3.53. Use of the Site. Contractor shall at all times comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention and safety equipment and practices, including any accident prevention and safety program of the City; provided, however, that the City shall not be required to impose any safety requirements or administer any such programs and the review or requirement of any safety plan by the City shall not be deemed to release Contractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this Contract. Contractor shall conduct inspections regularly to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to Work for its employees and employees of its Subcontractors, laborers, suppliers of material and equipment and any other person visiting the Site, for adequacy of and required use of all safety equipment and for compliance herewith. When so ordered, Contractor shall stop any part of the Work that the City deems unsafe until corrective measures satisfactory to the City have been taken. Should Contractor neglect to adopt such corrective measures, the City may do so and deduct the cost from payments due Contractor. Contractor shall timely submit copies of all accident or injury reports to the City.
- 3.54. Public Information and Notification. [Intentionally omitted.]

PART C - MISCELLANEOUS

- 3.55. Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Maricopa County, Arizona.
- 3.56. Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City or any of its departments or agencies is, at any time while this Contract or any extension of this Contract is in effect, an employee of any other party to this Contract in any capacity or a consultant to any other party of this Contract with respect to the subject matter of this Contract.
- 3.57. Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the City when such changes do not alter the Contract Price.
- 3.58. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Contract will promptly be physically amended to make such insertion or correction.

- 3.59. Severability. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Contract which may remain in effect without the invalid provision or application.
- 3.60. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work and the Specifications, Plans/construction drawings and Reference Documents as set forth in Section 2.1 above and Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.
- 3.61. Entire Agreement; Interpretation-Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.
- 3.62. Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Contract by Contractor.
- 3.63. Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Materials, Services or construction specified herein without the prior, written approval of the City. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.
- 3.64. Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for Materials or Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.
- 3.65. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
- 3.66. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Procurement Office

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Michael Wawro, City Attorney

If to Contractor: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 3.67. Overcharges by Antitrust Violations. The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill this Contract.
- 3.68. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with Section 3.66, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:
 - 3.68.1. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.
 - 3.68.2. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Section 3.68.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Section 3.66 and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 3.69. Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Contract.
- 3.70. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under Section 3.71 below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 3.71 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the City to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Contract.
- 3.71. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.
- 3.72. Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.
- 3.73. Right to Inspect Plant. The City may, at reasonable times, inspect the part of the plant or place of business of the Contractor or Subcontractor that is related to the performance of this Contract.

- 3.74. Warranties. Contractor warrants to the City that all Materials and equipment furnished shall be new unless otherwise specified and agreed by the City and that all Work shall be of first class quality, free from faults and defects and in conformance with this Contract. If at any time within one year following the date of Final Completion and acceptance of the entire Project (or such longer period as may be provided under warranties for equipment or Materials): (A) any part of the Materials furnished in connection with the Work shall be or become defective due to defects in either labor or Materials, or both, or (B) Contractor's Work or Materials, or both, are or were not in conformance with original or amended Plans and Specifications, or supplementary shop drawings, then the Contractor shall upon written notice from the City immediately replace or repair such defective or non-conforming Material or workmanship at no cost to the City. Contractor further agrees to execute any special guarantees as provided by this Contract or required by law. Contractor shall require similar guarantees from all vendors and from all its Subcontractors. Contractor further agrees, upon written demand of the City and during the course of construction, to immediately re-execute, repair or replace any Work that fails to conform to the requirements of this Contract, whether caused by faulty Materials or workmanship, or both. In the event Contractor shall fail or refuse to make such change upon the City's written demand, the City shall have the right to have such Work re-executed, repaired or replaced, to withhold from or back charge to Contractor all costs incurred thereby.
- 3.75. Inspection. All Materials and/or Services are subject to final inspection and acceptance by the City. Materials and/or Services failing to conform to the Specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the Work immediately; or (C) bring material or service into compliance and withhold the cost of same from any payments due to the Contractor.
- 3.76. No Replacement of Defective Tender. Every tender of Materials shall fully comply with all provisions of this Contract. If a tender is made which does not fully conform, this shall constitute a breach of this Contract as a whole.
- 3.77. Shipment Under Reservation Prohibited. Contractor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.
- 3.78. Liens. All Materials, Service or construction shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.
- 3.79. Licenses. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 3.80. Patents and Copyrights. All Services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
- 3.81. Preparation of Specifications by Persons other than City Personnel. All Specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing Specifications shall receive any direct or indirect benefit from the utilization of Specifications, other than fees paid for the preparation of Specifications.
- 3.82. Advertising. Contractor shall not advertise or publish information concerning this Contract without prior, written consent of the City.

PART D - ALTERNATIVE DISPUTE RESOLUTION

- 3.83. Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for subsection 3.86(G) below, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon this

Contract, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.

- 3.84. Neutral Evaluator, Arbitrators. The City will select a Neutral Evaluator to serve as set forth in this ADR process, subject to the Contractor's approval, which approval shall not be unreasonably withheld. In the event that the City and the Contractor are unable to agree upon a Neutral Evaluator, the neutral evaluation process shall be eliminated and the parties shall proceed with the binding arbitration process set forth in Section 3.86 below. The City and Contractor shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. None of the arbitrators nor any of the arbitrator's firms shall have presently, or in the past, represented any party to the arbitration.
- 3.85. Neutral Evaluation Process. If the parties have been unable to resolve the disputes after discussions and partnering, but the parties have agreed to a Neutral Evaluator, the following neutral evaluation process shall be used to resolve any such dispute.
- 3.85.1. Notification of Dispute. The City through its Engineer shall notify the Neutral Evaluator in writing of the existence of a dispute within 10 Days of the City or the Contractor declaring need to commence the neutral evaluation process.
- 3.85.2. Non-Binding Informal Hearing. The Neutral Evaluator shall schedule a non-binding informal hearing of the matter to be held within seven Days from receipt of notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity to present evidence it believes will resolve the dispute. The Neutral Evaluator shall require that each party submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Arbitrators shall not participate in such informal hearing or proceedings process. The Neutral Evaluator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.
- 3.85.3. Non-Binding Decision. The Neutral Evaluator shall render a non-binding, written decision as soon as possible, but not later than five Days after the hearing.
- 3.86. Binding Arbitration Procedure. The following binding arbitration procedure, except as provided in subsection 3.86(G) below, shall serve as the exclusive method to resolve a dispute if (A) the parties cannot agree to a Neutral Evaluator as set forth in Section 3.84 above or (B) any party chooses not to accept the decision of the Neutral Evaluator. The party requesting binding arbitration shall notify the Neutral Evaluator of a request for arbitration in writing within three business days' of receipt of the Neutral Evaluator's decision. If the Contractor requests arbitration or if Contractor rejects the City's selection of a Neutral Evaluator, it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in subsection 3.86(M) and the proceeds from the bond shall be allocated in accordance with subsection 3.86(M) by the Arbitration Panel.
- 3.86.1. Arbitration Panel. The Arbitration Panel shall consist of three arbitrators: the City's appointed arbitrator, the Contractor's appointed arbitrator and a third arbitrator (or "Neutral Arbitrator") who shall be selected by the parties' arbitrators as set forth in subsection 3.86(B) If more than one consultant or contractor is involved in a dispute, the consultants and/or contractors shall agree on an appointee to serve as arbitrator. The Neutral Evaluator shall not participate in the proceedings.
- 3.86.2. Selection of Neutral Arbitrator. The parties' arbitrators shall choose the Neutral Arbitrator within five business days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral

Arbitrator shall have the same qualifications as those of the arbitrators set forth in Section 3.84. In the event that the selected arbitrators cannot agree on the Neutral Arbitrator as set forth above, the Neutral Arbitrator shall be the “Default Neutral Arbitrator,” a person or entity jointly selected by the City and the Contractor. If the City and the Contractor cannot agree on a Default Neutral Arbitrator, the City and the Contractor shall each submit two names to an appropriate judge who shall select one person to serve as the Default Neutral Arbitrator.”

- 3.86.3. Expedited Hearing. The parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Neutral Evaluator to set an expedited hearing. If the Neutral Evaluator determines that the circumstances justify it, the Neutral Evaluator shall contact the selected Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than 20 Days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitration Panel upon a showing of emergency circumstances.
- 3.86.4. Procedure. The Arbitration Panel will select a Chairman and will conduct the hearing in such a manner that will resolve disputes in a prompt, cost efficient manner giving regard to the rights of all parties. Each party shall supply to the Arbitration Panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitration Panel shall review and consider the Neutral Evaluator decision, if any. The Chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein and the parties’ objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The Chairman, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the Chairman.
- 3.86.5. Hearing Days. In order to effectuate parties’ goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- 3.86.6. Award. The Arbitration Panel shall, within 10 Days from the conclusion of any hearing, by majority vote, issue its award. The award shall include an allocation of fees and costs pursuant to subsection 3.86(M) herein. The award is to be rendered in accordance with this Contract and the laws of the State of Arizona.
- 3.86.7. Scope of Award. The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall be without any authority to issue an award against any individual party in excess of 20% of the original Contract amount, but in no event shall any award exceed \$2,000,000, exclusive of interest, arbitration fees, costs and attorneys’ fees. If an award is made against any individual party in excess of \$100,000, exclusive of interest, arbitration fees, costs and attorneys’ fees, it must be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated. Any claim in excess of 20% of the original Contract amount or in excess \$2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Maricopa County. Any party can contest the validity of the amount claimed if an action is filed in the Superior Court.
- 3.86.8. Jurisdiction. The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any party’s claim, but shall conduct a preliminary hearing into the question of jurisdiction

upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

- 3.86.9. Entry of Judgment. Any party can make application to the Maricopa County Superior Court for confirmation of an award, and for entry of judgment on it.
- 3.86.10. Severance and Joinder. To reduce the possibility of inconsistent adjudications: (1) the Neutral Evaluator or the Arbitration Panel may, at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and (2) the Neutral Evaluator, on his own authority, or the Arbitration Panel may, on its own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes, provided, however, that the Contractor, Architect/Engineer and Project professionals shall not be joined as a party to any claim made by a Contractor. Nothing herein shall create the right by any party to assert claims against another party not germane to this Contract or not recognized under the substantive law applicable to the dispute. Neither the Neutral Evaluator nor the Arbitration Panel are authorized to join to the proceeding parties not in privity with the City. Contractor cannot be joined to any pending arbitration proceeding, without Contractor's express written consent, unless Contractor is given the opportunity to participate in the selection of the non-City appointed arbitrator.
- 3.86.11. Appeal. Any party may appeal (1) errors of law by the Arbitration Panel if, but only if, the errors arise in an award in excess of \$100,000, (2) the exercise by the Chairman or Arbitration Panel of any powers contrary to or inconsistent with this Contract or (3) on the basis of any of the grounds provided in ARIZ. REV. STAT. § 12-1512, as amended. Appeals shall be to the Maricopa County Superior Court within 15 Days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this Section, but not to conduct a trial, entertain the introduction of new evidence or conduct a hearing de novo.
- 3.86.12. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as codified in Arizona in ARIZ. REV. STAT. § 12-1501, *et seq.*
- 3.86.13. Fees and Costs. Each party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator. All fees and costs associated with any arbitration before the Arbitration Panel, including without limitation the Arbitration Panelists' fee, and the prevailing party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. In no event shall any Arbitrator's hourly fees be awarded in an amount in excess of \$200 per hour and (1) costs shall not include any travel expenses in excess of mileage at the rate paid by the City, not to exceed a one way trip of 150 miles, and (2) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of the City in effect at the time of the hearing. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel. Fees for the Neutral Evaluator shall be divided evenly between the City and the Contractor.
- 3.86.14. Confidentiality. Any proceeding initiated under ADR shall be deemed confidential to the maximum extent allowed by Arizona law and no party shall, except for disclosures to a party's attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the parties or an award made hereunder.

- 3.86.15. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any party can petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to the Program pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.
- 3.86.16. Change Order. Any award in favor of the Contractor against the City or in favor of the City against the Contractor shall be reduced to a Change Order and executed by the parties in accordance with the award and the provisions of this Contract.
- 3.86.17. Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of this Contract performance period which reasonably should or could have been brought against any party that was or could have been brought into this ADR process, with respect to the subject claim. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.
- 3.86.18. Inclusion in Other Contracts. The Contractor shall cooperate with the City in efforts to include this ADR provision in all other Project contracts. Subject to Contractor's reasonable agreement, the Contractor agrees that any modification to this ADR provision that is included in the construction or other contracts shall also apply to the Contractor. It is the intent of the parties that any changes to this ADR provision in later contracts will be evolutionary and designed to incorporate the terms of this ADR provision without material changes to the substance or procedure of this ADR provision.

EXHIBIT A
TO
INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

[Specifications, Plans/Construction Drawings/Reference Documents]

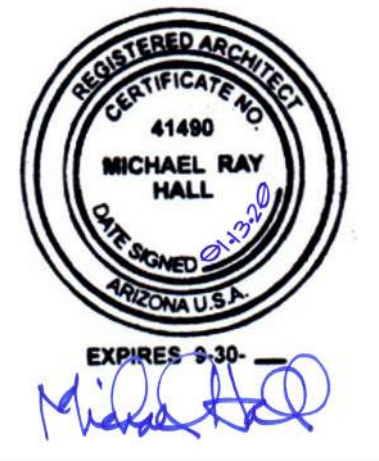
See following pages.

ASBFI - PROJECT #1

MICHAEL G. VELÁZQUEZ

STATE FARM AGENCY

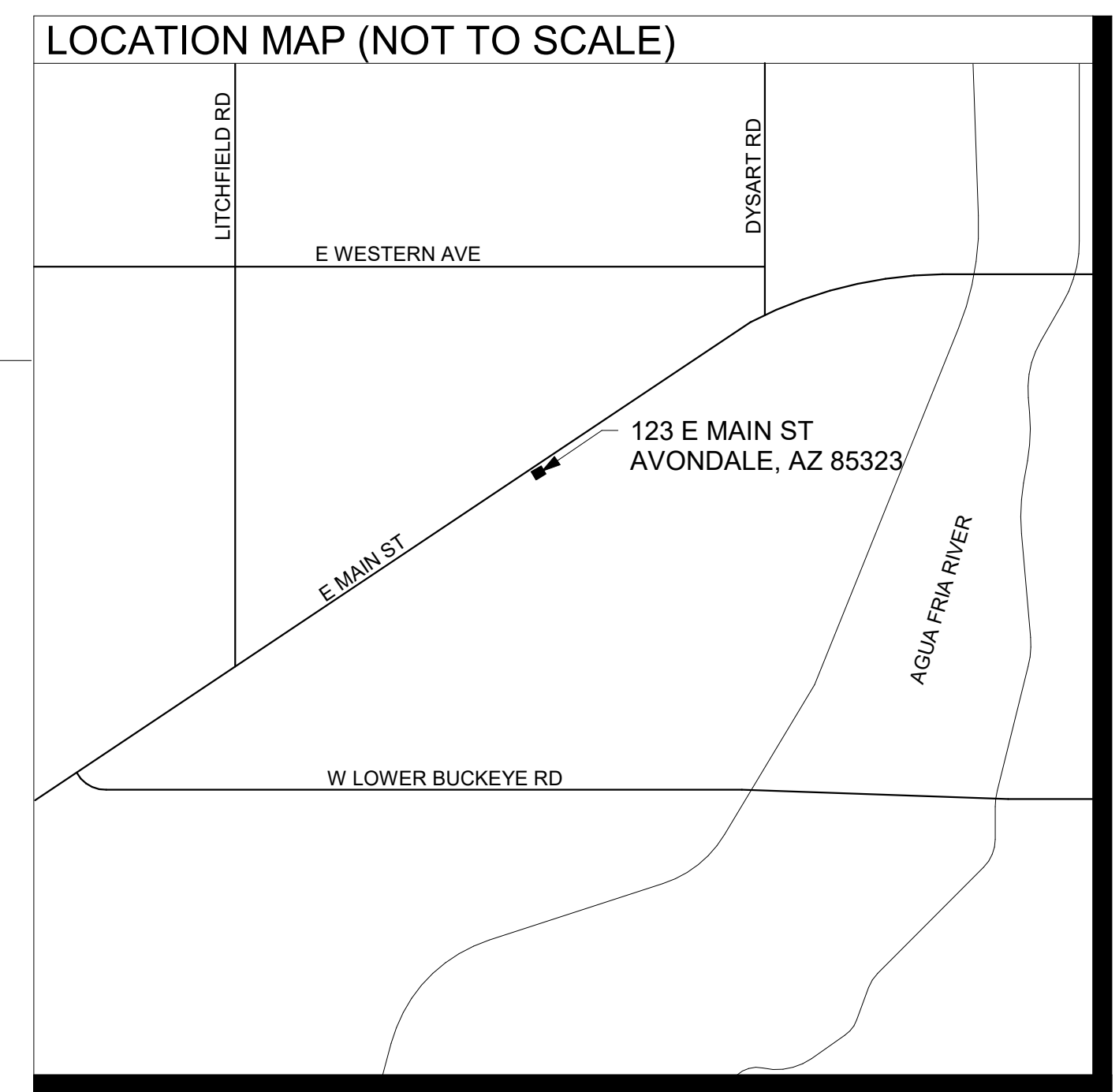
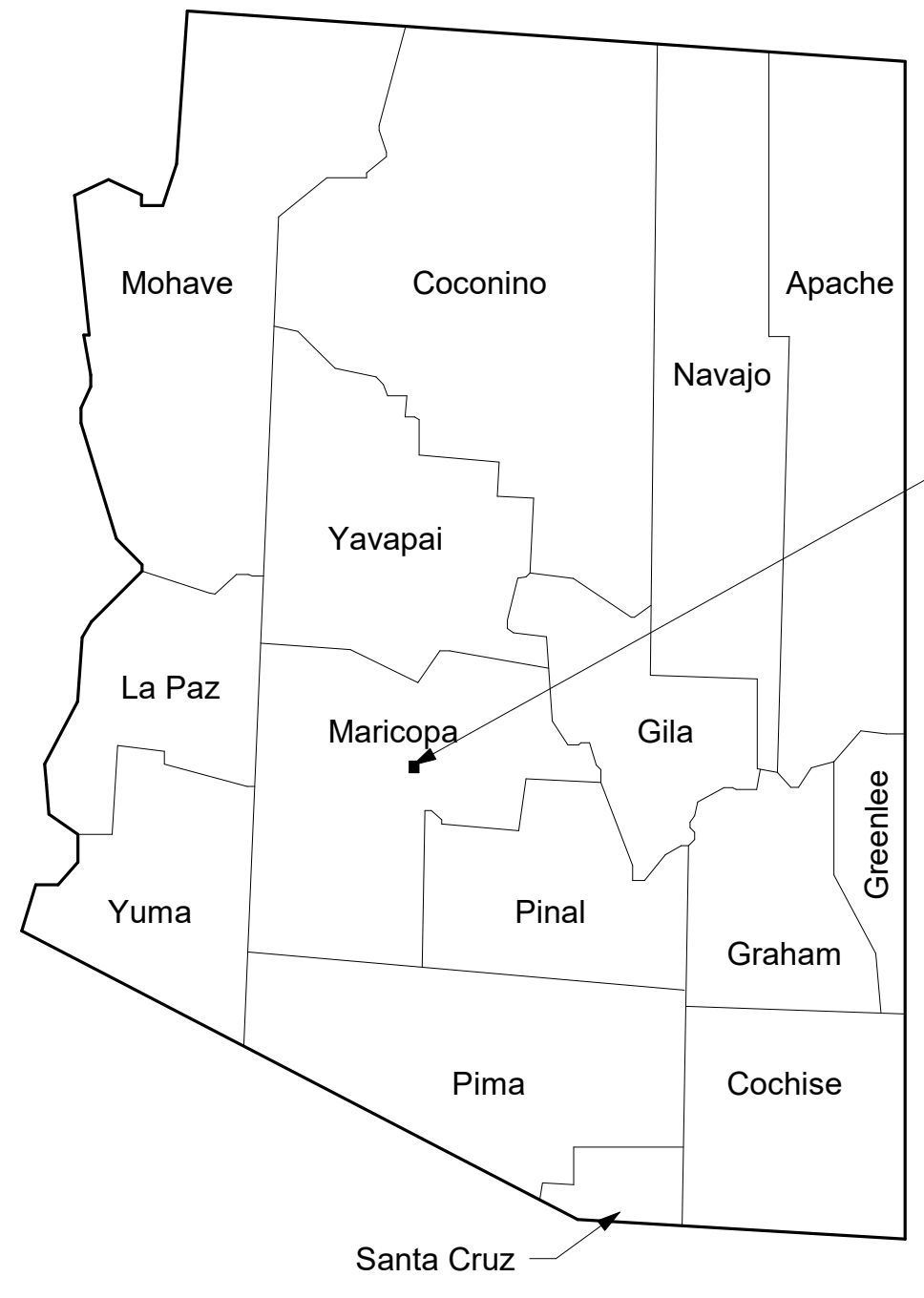
FACADE IMPROVEMENTS



ASBFI - Project 1 - Michael G. Velázquez State Farm Agency

123 E Main Street, Avondale, AZ 85323

CONTACTS	
OWNER'S REPRESENTATIVE:	NEIGHBORHOOD REVITALIZATION CITY OF AVONDALE 1007 S 3RD ST AVONDALE, AZ 85323 P(623) 333-2725
ARCHITECT	GH2 ARCHITECTS 1201 S ALMA SCHOOL RD, SUITE 16100 MESA, AZ 85210 P(480) 699-1945
STRUCTURAL CONSULTANT:	ADVANCED STRUCTURAL ENGINEERS 9308 E RAINTREE DR SCOTTSDALE, AZ 85260 P(602) 264-1010



SYMBOL LEGEND	
BUILDING ELEVATION AND REFERENCE	
BUILDING SECTION AND REFERENCE	
WALL SECTION SYMBOL	
ENLARGED FLOOR PLAN OR PLAN DETAIL REFERENCE	
ELEVATION OR HEIGHT SYMBOL	
KEY NOTE	
DOOR MARK	101
WINDOW MARK	

SHEET INDEX	
A1.00	Cover Sheet
A1.01	Demolition Floor Plan and Elevations
A1.02	Floor Plans and Elevations
A1.03	Reflected Ceiling Plan and Electrical Notes
A1.04	Wall Sections and Details
A1.05	Signage

ALTERNATES	
1.	ADD ALTERNATE #1.1 - CMU SCREEN WALL AND FOOTING AS INDICATED.
2.	ADD ALTERNATE #1.2 - ALUMINUM SOFFIT/WALL PANELS AND ASSOCIATED SUPPORT FRAMING. INSTALL RECESSED L1A FIXTURE (IN LIEU OF SURFACE MOUNTED L1 LIGHTING FIXTURES).

BUILDING CODE INFORMATION	
1.	APPLICABLE CODES AND STANDARDS
A.	2018 INTERNATIONAL BUILDING CODE
B.	2018 INTERNATIONAL EXISTING BUILDING CODE
C.	2017 NATIONAL ELECTRICAL CODE
D.	2018 INTERNATIONAL MECHANICAL CODE
E.	2018 INTERNATIONAL PLUMBING CODE
F.	2018 INTERNATIONAL FUEL GAS CODE
G.	2018 INTERNATIONAL ENERGY CONSERVATION CODE
H.	2010 ADA STANDARDS FOR ACCESSIBLE DESIGN

GH2 PROJECT NUMBER:
20180101.01

ISSUE DATE:
01/13/2020

ISSUE:
Construction Documents

OTHER ISSUE DATES:
NO. DESCRIPTION DATE

SHEET NAME:
Cover Sheet

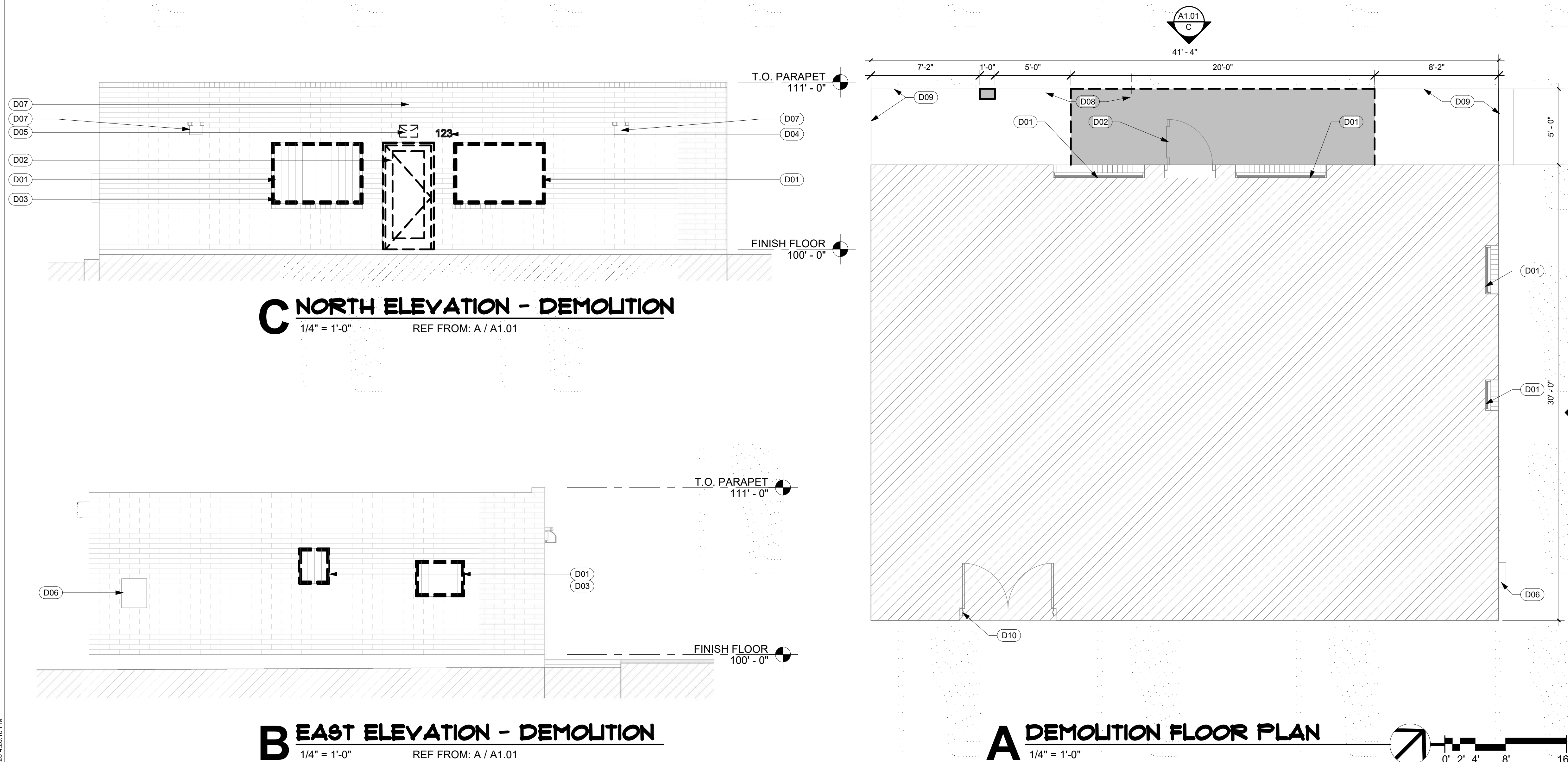
SHEET NUMBER:
A1.00

ELECTRICAL DEMOLITION NOTES

1. ALL WORK IS TO BE PERFORMED IN STRICT COMPLIANCE WITH THE NATIONAL ELECTRIC CODE, STATE LAWS, AND ALL OTHER REGULATIONS GOVERNING WORK OF THIS NATURE.
2. MEET WITH OWNER PRIOR TO DEMOLITION TO IDENTIFY EXISTING MATERIALS, SYSTEMS, EQUIPMENT, ETC. ARE CONSIDERED SALVAGE OR DEBRIS. REMOVE DEBRIS FROM SITE AND DISPOSE OF IN AN APPROVED MANNER AS DIRECTED BY OWNER/GENERAL CONTRACTOR, AND INCLUDE ALL ASSOCIATED COSTS IN THE BID.
3. THE CONTRACTOR SHALL VERIFY ALL PANELBOARD AND EQUIPMENT LOCATIONS IN THE FIELD PRIOR TO START OF CONSTRUCTION, SUBMITTING A BID AND STARTING CONSTRUCTIONS MEANS THAT YOU UNDERSTAND THE SITE CONDITIONS AND WILL BE RESPONSIBLE FOR ANY UNFORESEEN EXISTING CONDITIONS NOT EXPLICITLY SHOWN ON THESE DRAWINGS.
4. PRIOR TO DEMOLITION, FIELD VERIFY AND IDENTIFY ANY EXISTING ELECTRICAL AND MECHANICAL EQUIPMENT TO REMAIN. CONTRACTOR TO FIELD VERIFY THE EXISTING DEMAND LOAD VS NEW ADDITIONAL ELECTRICAL LOADS TO EXISTING ELECTRICAL SERVICE. CONTRACTOR TO ENSURE THAT NEW EQUIPMENT LOAD SHOULD NOT EXCEED THE MAXIMUM ELECTRICAL RATING FOR EXISTING ELECTRICAL EQUIPMENT. IF REQUIRED, PROVIDE UPGRADE TO EXISTING ELECTRICAL SERVICE AS REQUIRED WITH NO ADDITIONAL COST TO OWNER. NOTIFY ENGINEER AND OWNER FOR SUCH CONDITIONS AS REQUIRED.
5. PRIOR TO THE INTERRUPTION OF EXISTING FEEDERS OR PANELS, THE CONTRACTOR SHALL VERIFY, BY MEANS OF TRACKING ALL EXISTING CIRCUITS, THAT ALL BRANCH CIRCUITS BEING FED FROM DEMOLISHED/RELOCATED FEEDERS AND PANELS ARE NOT SERVING AREA WHICH ARE TO REMAIN. WHERE NECESSARY, RECONNECT CIRCUITS TO CORRESPONDING NEW OR EXISTING TO REMAIN BRANCH CIRCUIT PANELS. THESE CONDITIONS SHALL APPLY TO FIRE ALARM, COMMUNICATION, CONTROLS AND SPECIAL SYSTEMS.
6. ANY CONCEALED CONDUITS MADE OBSOLETE DUE TO THE DEMOLITION SHALL BE CUT BACK TO FLOOR, WALL OR CEILING WITH THE REMAINING ENDS PLUGGED TO ALLOW REFINISHING OF THE SURFACES. EXISTING CONDUITS THAT ARE IN WALLS OR FLOORS WHICH ARE TO REMAIN AND CONDUIT DOES NOT, AND WILL NOT INTERFERES WITH THE WORK OF ANY TRADE, MAY REMAIN. ALL ABANDONED WIRE SHALL BE REMOVED IN ITS ENTIRETY.
7. UNLESS NOTED OTHERWISE IN THESE DRAWINGS, ALL EXISTING BRANCH CIRCUITS SHALL BE RETAINED FOR RE-USE TO FEED NEW CIRCUITS AND EQUIPMENT. KEEP TRACK OF WHICH CIRCUIT BECOME AVAILABLE DURING DEMOLITION FOR USE IN THE NEW CONSTRUCTION.
8. ANY CONDUIT WHICH REQUIRES REMOVAL DOWN TO THE FLOOR LEVEL SHALL BE CUT EVEN WITH THE FLOOR AND CAPPED INSIDE, AND OPENINGS SHALL BE FILLED WITH CONCRETE PATCHING. REPAIR SURFACES TO MATCH ADJACENT AS REQUIRED.
9. REMOVE ALL ELECTRICAL DEVICES AS REQUIRED BY DEMOLITION. ALL DEMOLITION WORK IS NOT DETAILED ON THESE DRAWINGS. COORDINATE WITH OWNER FOR SCOPE OF DEMOLITION. REMOVAL AND RELOCATION OF SOME EXISTING ELECTRICAL WORK SHALL BE NEEDED FOR SATISFACTORY PERFORMANCE OF THIS AND OTHER TRADES. PROPOSALS SHALL INCLUDE CONSIDERATION FOR ANY AND ALL REQUIRED CHANGES REGARDING DEMOLITION OF DEVICES, REMOVALS, RECONNECTION OR ADDITIONAL WORK AS REQUIRED.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR DISCONNECTING AND DISPOSING OF ALL ELECTRICAL EQUIPMENT, CONDUIT, WIRE, DEVICES, ETC. AS REQUIRED FOR A COMPLETE DEMOLITION. ALL FLUORESCENT LAMPS AND PCB BALLAST SHALL BE DISPOSED OF IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS.
11. WHERE DEMOLITION AND/OR NEW CONSTRUCTION INTERRUPTS EXISTING ELECTRICAL CIRCUITS FEEDING EXISTING EQUIPMENT, DEVICES, OR LIGHTING TO REMAIN, BUT NOT SHOWN ON DRAWINGS. CONTRACTOR TO REWORK CIRCUITRY AS REQUIRED TO MAINTAIN EXISTING OPERATION AND INCLUDE ALL ASSOCIATED COSTS IN THE BID.
12. ALL CIRCUITING AND FEEDERS SERVING AREAS BEYOND THE DEMOLITION AREA SHALL BE MAINTAINED AND REPAIRED AS REQUIRED, AT THE CONTRACTOR EXPENSE, SO THAT ALL SUCH SYSTEMS REMAIN IN OPERATIONS. CONTINUITY SHALL REMAIN AT ALL TIMES WHILE DISCONNECTING EQUIPMENT AND DEVICES FROM CIRCUITS THAT ARE TO REMAIN. CONTINUOUS SERVICE FEEDERS, CIRCUITS, PARTIAL CIRCUITS AND OUTLETS EFFECTED BY DEMOLITION WORK SHALL BE MAINTAINED, EXCEPT WHEN WRITTEN PERMISSION IS PROVIDED BY THE OWNER. ALL WORK REQUIRING SHUT-DOWN OF EXISTING SYSTEMS SHALL BE COORDINATED WITH OWNER AT NO ADDITIONAL COST TO OWNER. CONTRACTOR SHALL PLAN AND PERFORM WORK IN SUCH A WAY AS TO MINIMIZE THE OUTAGES AND SUBMIT TO THE OWNER A SCHEDULE OF THE REQUIRED OUTAGES.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING MATERIAL NOT EFFECTED BY THE SCOPE OF DEMOLITION WORK WHICH IS DAMAGED BY HIS WORK. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY/DAMAGED MATERIALS OR EQUIPMENT AS REQUIRED/DIRECTED AT NO ADDITIONAL COST TO OWNER. REPAIRING AND PATCHING SHALL BE DONE BY THE RESPECTIVE TRADES INVOLVED. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND RESTORATION OF EXISTING CONSTRUCTION IN AREA WHICH ARE NOT IN THE RENOVATION WORK AREA, BUT REQUIRED TO ACCOMMODATE NEW WORK AND REMOVAL OF ABANDONED SYSTEMS.
14. THE OWNER SHALL RESERVE ALL RIGHTS TO CLAIMING MATERIAL REMOVED DURING DEMOLITION. THE CONTRACTOR SHALL VERIFY WHICH ITEMS AND/OR MATERIALS THE OWNER WISHED TO CLAIM AND ALL OTHER ITEMS NOT CLAIMED BY OWNER TO A DESIGNATED LOCATION.
15. COORDINATE ANY PLANNED POWER OUTAGES WITH THE OWNER. DO NOT SHUT OFF POWER TO ANY EQUIPMENT OR BRANCH CIRCUITS WITHOUT GETTING WRITTEN APPROVAL FROM THE OWNER. IF REQUIRED, MAKE PROVISION FOR TEMPORARY POWER TO BRANCH CIRCUITS AND EQUIPMENT AT THE OWNERS DIRECTION.
16. PROVIDE TEMPORARY POWER TO SECURITY AND SURVEILLANCE EQUIPMENT THAT MAY BE AFFECTED DURING POWER OUTAGES.
17. AVOID DISRUPTION OF SERVICES DURING NORMAL BUSINESS HOURS. ALL SYSTEM SHUTDOWNS SHALL BE COORDINATED WITH BUILDING OWNER AND SCHEDULED AFTER NORMAL BUSINESS HOURS OR AS OTHERWISE APPROVED BY OWNER.

GENERAL DEMOLITION NOTES

1. ALL WORK SHALL COMPLY WITH IBC, 2018 EDITION.
2. REMOVE ALL ITEMS SHOWN ON DEMOLITION PLANS WITH DASHED LINE WORK AND WITHIN AREA SHOWN AS "EXTENTS OF AREA TO BE DEMOLISHED." SEE ADDITIONAL SPECIFIC INFORMATION IN "DEMOLITION KEY NOTES" THAT ARE NOTED ON THE DRAWINGS. DEMOLITION KEYNOTES MAY NOT BE SHOWN AT EVERY LOCATION THAT SPECIFIC WORK IS REQUIRED. THEY ARE INTENDED TO APPLY TO ALL LOCATIONS WHERE A SPECIFIC GRAPHIC OCCURS USING DASHED LINE WORK.
3. PATCH AND REPAIR EXISTING SUBSTRATES THAT ARE TO REMAIN AS REQUIRED TO PREPARE THEM FOR NEW WORK AND FINISHES AS DEFINED ELSEWHERE IN THE DOCUMENTS. CRACKS AND/OR STRUCTURAL DAMAGE RESULTING FROM DEMOLITION SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR AND TO THE SATISFACTION OF THE OWNER AND THE ARCHITECT.
4. CONTRACTOR IS RESPONSIBLE FOR PROTECTION AND FINAL CONDITION OF ALL EXISTING ADJACENT FINISHES.
5. DO NOT ALTER, REMOVE OR DEMOLISH ANY STRUCTURAL SYSTEMS DURING DEMOLITION OR CONSTRUCTION NOT SHOWN TO BE REMOVED.
6. CONTACT ARCHITECT BEFORE REMOVING OR DEMOLISHING ANY EXISTING CONSTRUCTION OR ITEMS NOT SHOWN TO BE REMOVED.
7. CONTACT ARCHITECT FOR ANY UNSEEN CONDITIONS OR UNCERTAIN AREAS THAT ARE NOT CLEARLY DEFINED BY THE DOCUMENTS.
8. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND THE DRAWINGS. IN THE EVENT OF CONFLICT BETWEEN THE DRAWINGS OR BETWEEN A DRAWING AND SPECIFICATION ITEM, THE DRAWING OR SPECIFICATION REQUIRING THE GREATER EXTENT, LARGER NUMBER, OR HIGHER QUALITY SHALL GOVERN. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
9. CONTRACTOR TO COORDINATE ALL DEMOLITION WORK WITH NEW CONSTRUCTION AND RENOVATION PRIOR TO START.
10. LOCATIONS OF EXISTING FIXTURES ARE BASED ON GENERAL FIELD OBSERVATIONS. CONTRACTOR TO FIELD VERIFY LOCATIONS OF FIXTURES AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.
11. DEBRIS RESULTING FROM DEMOLITION AND CONSTRUCTION SHALL BE REMOVED ENTIRELY FROM THE CONSTRUCTION SITE ON A DAILY BASIS TO A WASTE AREA PROVIDED BY THE CONTRACTOR. AS THE WORK PROGRESSES FROM ONE AREA TO THE NEXT, THE CONTRACTOR SHALL LEAVE THE AREA COMPLETED IN A BROOM CLEAN CONDITION.
12. REMOVE EXISTING LIGHT FIXTURES WITHIN DEMO AREAS, UNLESS OTHERWISE NOTED. DE-ENERGIZE CIRCUITS UNTIL READY FOR NEW LIGHTING. COORDINATE WITH ELECTRICAL PLANS TO DETERMINE IF CIRCUITS WILL BE RE-USED, RELOCATED, OR ABANDONED.
13. THE CONTRACTOR SHALL COMPLY WITH REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. DO NOT USE WATER WHEN IT MAY CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING AND POLLUTION.
14. REMAINING BUILDING TO REMAIN IN WATER TIGHT CONDITION.
15. ANY MATERIALS TO BE RECLAIMED/RECYCLED SHALL BE AT THE DISCRETION OF THE CONTRACTOR.
16. STAGING AND STORAGE AREA, AND LOCATIONS OF TEMPORARY FACILITIES TO BE COORDINATED WITH THE OWNER/ARCHITECT AND CONSTRUCTION MANAGER.



DEMOLITION KEYNOTES

D01	REMOVE EXISTING WINDOW AND FRAME SYSTEM IN ITS ENTIRETY. PREPARE OPENING FOR NEW WINDOW SYSTEM.
D02	REMOVE EXISTING DOOR AND FRAME SYSTEM IN ITS ENTIRETY. PREPARE OPENING FOR NEW DOOR.
D03	REMOVE SECURITY BARS.
D04	REMOVE EXISTING STREET NUMBER.
D05	REMOVE EXISTING LIGHT FIXTURE. TEMPORARILY CAP EXPOSED WIRES IN PREPARATION FOR NEW FIXTURE.
D06	ELECTRICAL PANEL AND METER TO REMAIN. PROTECT THROUGHOUT CONSTRUCTION.
D07	EXISTING LIGHT FIXTURE TO REMAIN.
D08	REMOVE CONCRETE SIDEWALK IN REGION INDICATED.
D09	EXISTING SIDEWALK TO REMAIN.
D10	EXISTING DOOR TO REMAIN



EXPIRES 9-30
Michael Ray Hall

ASBFI - Project 1 - Michael G. Velázquez State Farm Agency

123 E Main Street, Avondale, AZ 85323

GH2 PROJECT NUMBER:
20180101.01

ISSUE DATE:
01/13/2020

ISSUE:
Construction Documents

OTHER ISSUE DATES:
NO. DESCRIPTION DATE

SHEET NAME:
Demolition Floor Plan and Elevations

SHEET NUMBER:
A1.01

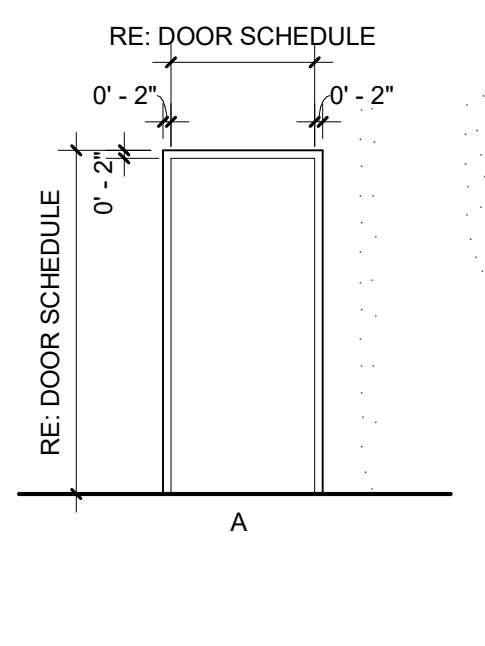
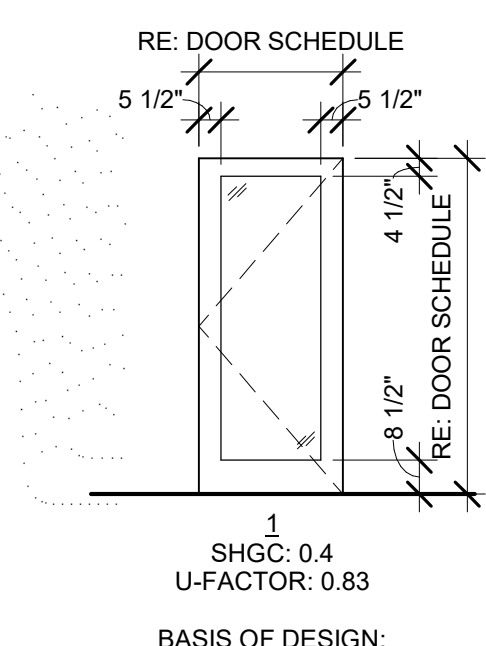
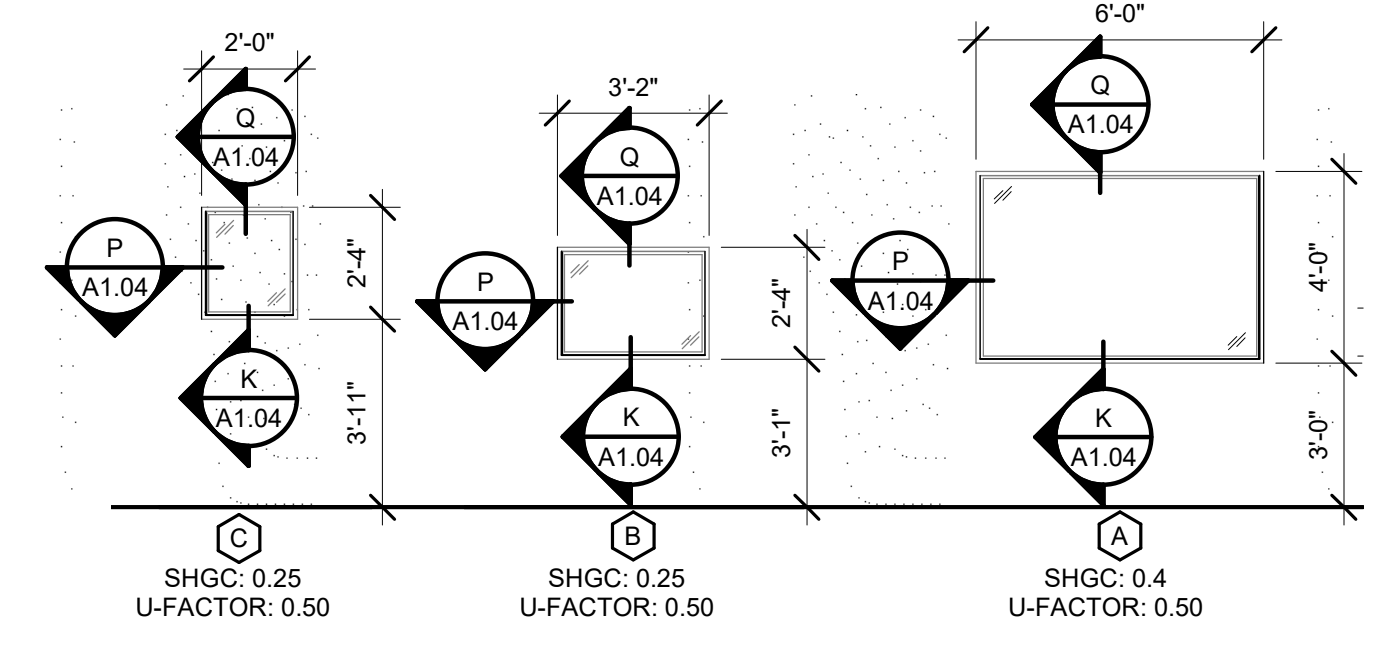
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DOOR HARDWARE SCHEDULE				
QTY.	DESCRIPTION	CATALOG NUMBER	FINISH	MANUFACTURER
4	PIVOT SET	BY DOOR MANUFACTURER	VERIFY	--
1	MORTISE CYLINDER	ML 2062	626	CORBIN RUSSWIN
1	WEATHERSTRIP	BY DOOR MANUFACTURER	VERIFY	--
1	OVERHEAD DRIP CAP	BY DOOR MANUFACTURER	VERIFY	--
1	DOOR SWEEP	BY DOOR MANUFACTURER	VERIFY	--
1	SADDLE THRESHOLD	BY DOOR MANUFACTURER	VERIFY	--

DOOR SCHEDULE												
MARK	DOOR				FRAME			GLAZING	HEAD	JAMB	THRESHOLD	COMMENTS
	WIDTH	HEIGHT	MTL	TYPE	HARDWARE SET	MTL.	TYPE					
100	3'-0"	6'-10"	D.B. ANO.	1		D.B. ANO.	A	GL-1	S/A1.04	R/A1.04	M/A1.04	

ABBREVIATIONS: D.B. ANO. DARK BRONZE ANODIZED

NOTE: 1. ALL WINDOW AND DOOR FRAMES TO BE DARK BRONZE ANODIZED



GLAZING SCHEDULE	
GL-1	1.229" LOW E SAFETY/BURGLARY RESISTANT LAMINATED GLASS

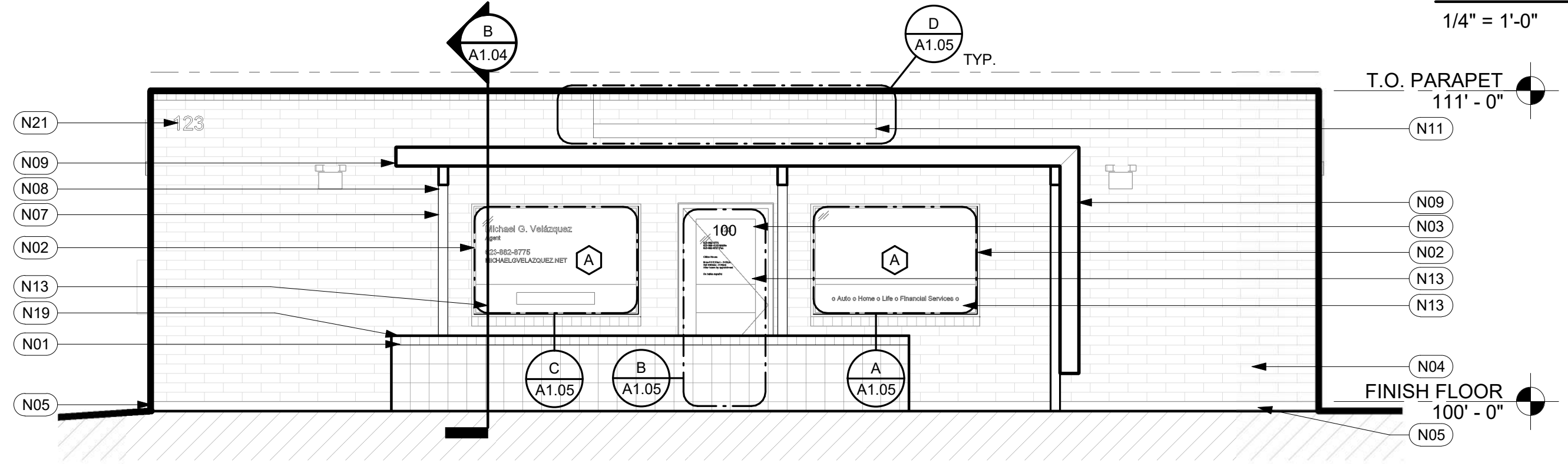
NOTE: ALL GLAZING TO BE GL-1 UNLESS NOTED OTHERWISE.

WINDOW ELEVATIONS
1/4" = 1'-0"

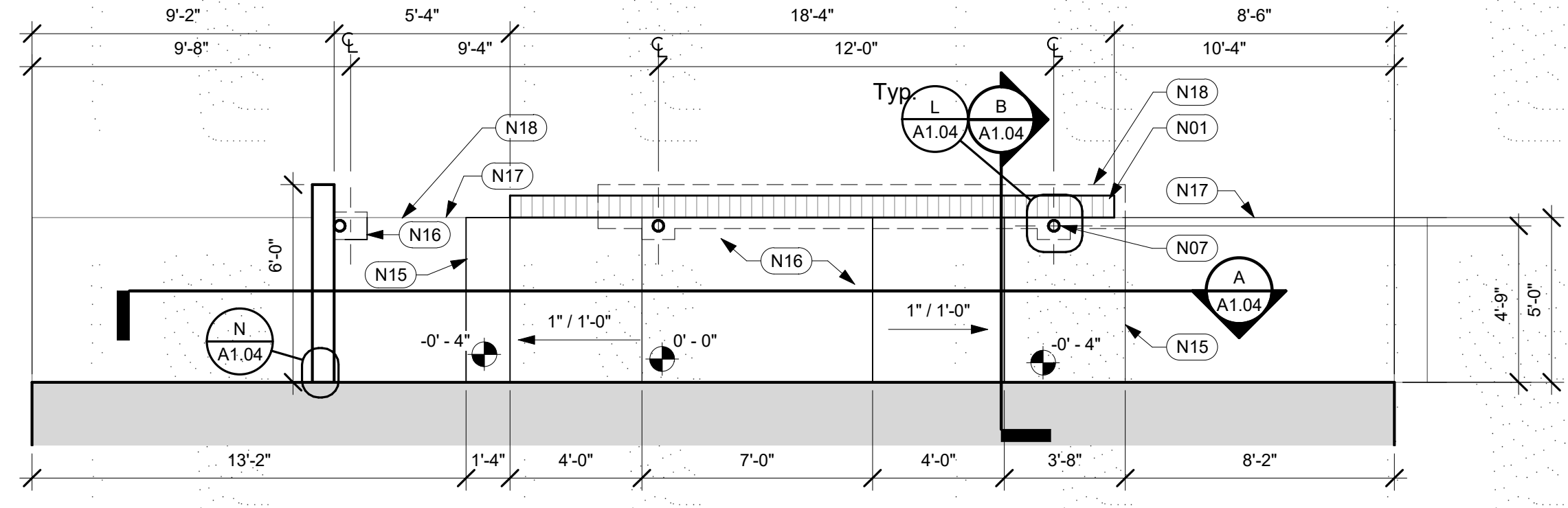
DOOR TYPES
1/4" = 1'-0"

DOOR FRAME TYPE
1/4" = 1'-0"

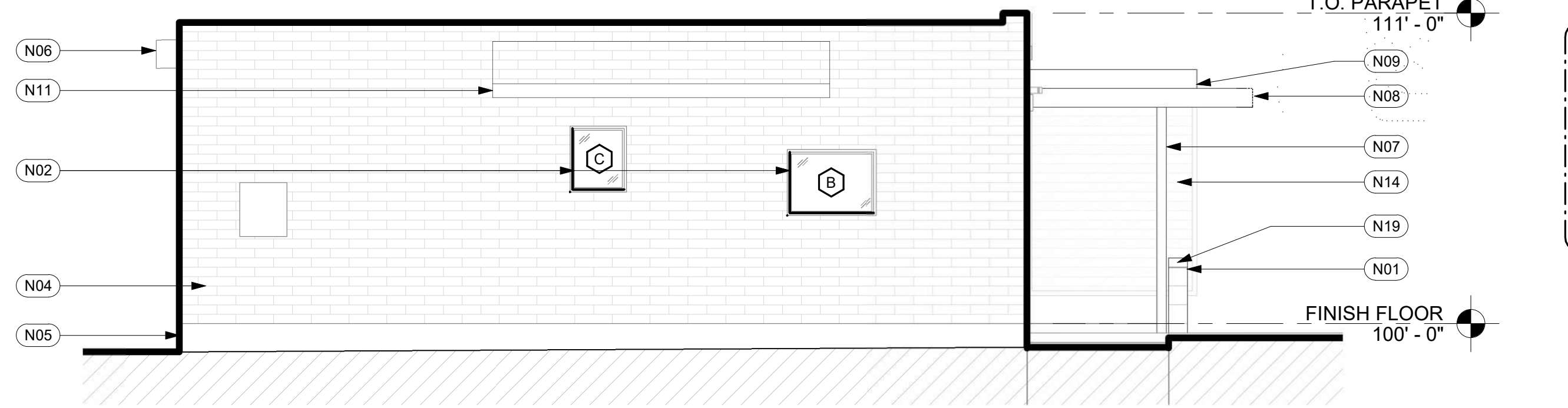
CANOPY STEEL SCHEDULE	
STEEL DECK	1-1/2" DEEP X 22 GAUGE
STEEL COLUMNS	HSS4X0.220
STEEL BEAMS	HSS8X4X3/16
DECK SUPPORTS	L2X2X1/8
BASE PLATES	1/4" - SEE DETAILS FOR SIZES
CHANNEL FRAME	C8.5X11
WALL ANCHOR	SEE STRUCTURAL RECOMMENDATIONS
GROUND ANCHOR	SEE STRUCTURAL RECOMMENDATIONS



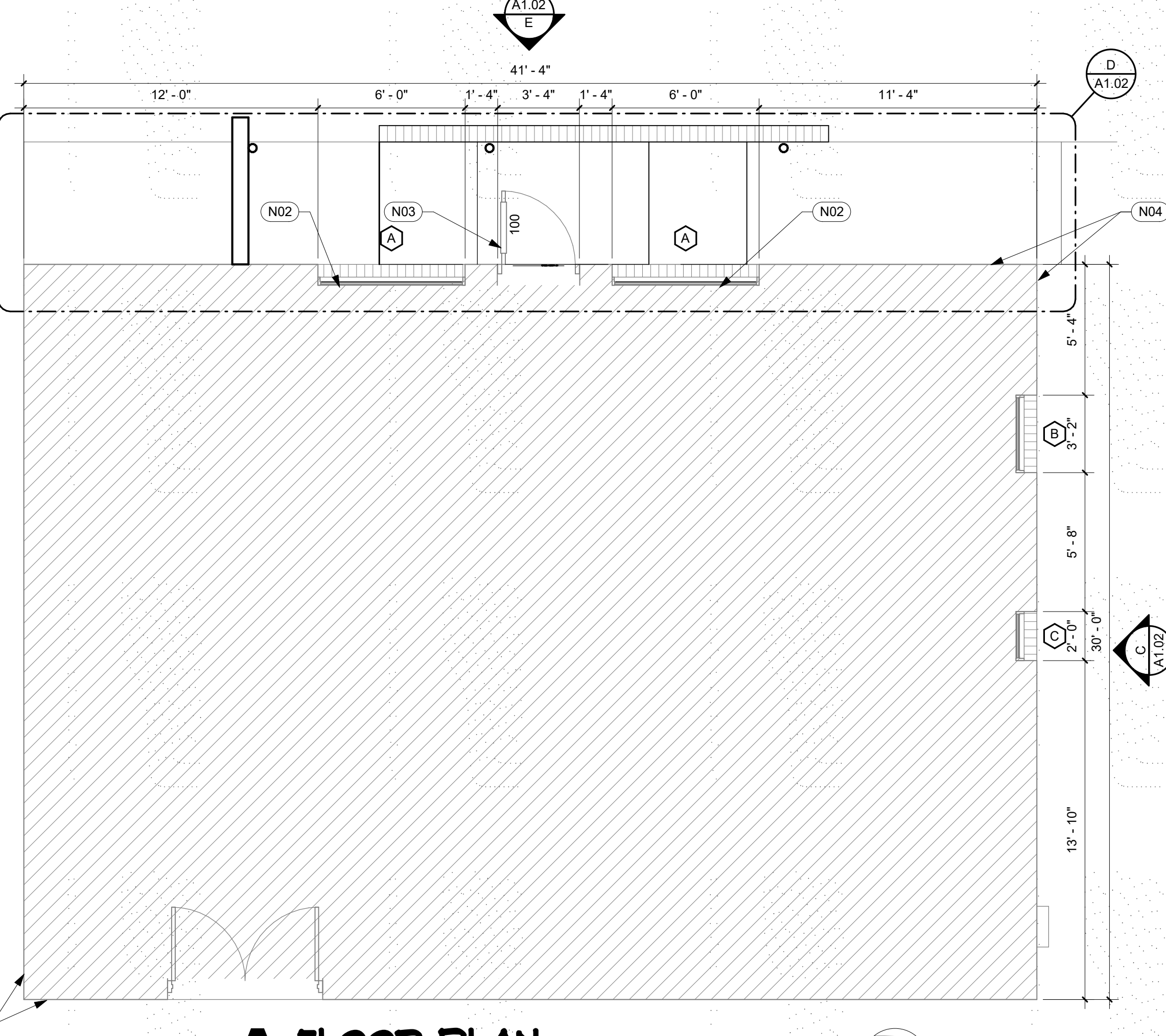
NORTH ELEVATION
1/4" = 1'-0"



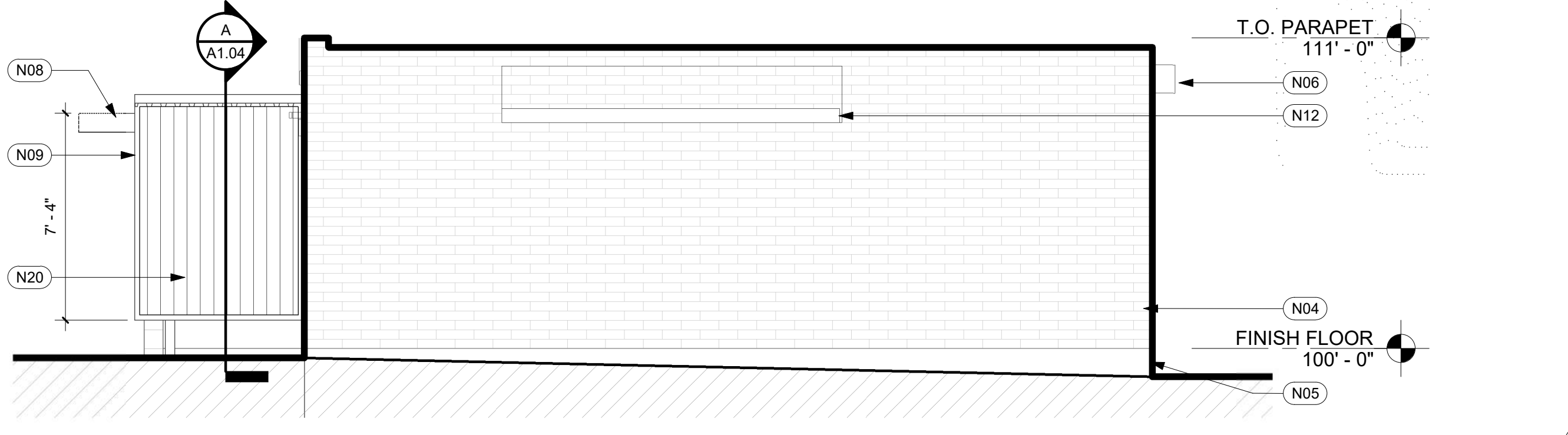
FLOOR PLAN - RAMP
1/4" = 1'-0"



EAST ELEVATION
1/4" = 1'-0"



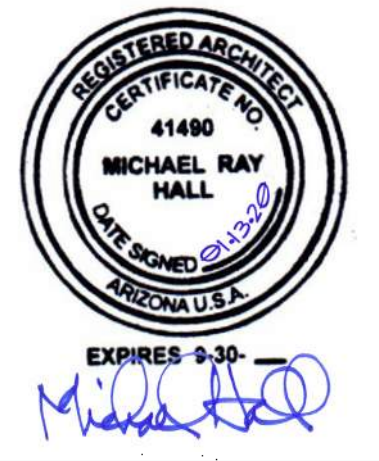
FLOOR PLAN
1/4" = 1'-0"



WEST ELEVATION
1/4" = 1'-0"

FINISH LEGEND	
WALL FINISH	
PT-1	GENERAL WALL PAINT MANUF: SHERWIN WILLIAMS STYLE: FLAT COLOR: SW 7536 BITTERSWEET STEM
PT-2	ACCENT PAINT MANUF: SHERWIN WILLIAMS STYLE: FLAT COLOR: SW 7622 HOMBURG GRAY
CMU-1	CMU SCREEN WALL MANUF: TBD STYLE: TBD COLOR: PAINT PT-1
AL-1	ALUMINUM WALL AND SOFFIT SYSTEM MANUF: KNOTWOOD STYLE: CLADDING SYSTEM COLOR: TBD NOTES: ADD ALTERNATE #2
BRK-1	MASONRY CAP PAINT PT-1
MTL-1	METAL ROOF AND WALL DECK

KEYNOTES	
N01	ADD ALTERNATE #1.1 - CMU SCREEN WALL. CMU-1
N02	NEW ALUMINUM FRAME AND WINDOW SYSTEM. FIELD VERIFY EXISTING OPENING.
N03	NEW DOOR AND FRAME. FIELD VERIFY DIMENSIONS.
N04	EXISTING BRICK WALL. PAINT PT-1.
N05	EXPOSED CONCRETE STEM WALL. PAINT PT-1.
N06	EXPOSED RAFTERS, DECK AND END BOARD. PAINT PT-1.
N07	STEEL TUBE COLUMN. PAINT PT-2
N08	STEEL TUBE BEAM. PAINT PT-2
N09	STEEL CHANNEL. PAINT PT-2
N10	LINEAR LED LIGHT.
N11	BACKLIT CHANNEL LETTERS AND LOGO. LETTERS TO BE 20" TALL AND SIGN AREA TO BE 23 SQUARE FEET. VERIFY CONTENT WITH OWNER. ARTWORK, LOGO AND FONT TO BE OBTAINED THROUGH THE AGENT'S PARENT COMPANY.
N12	EXISTING BACKLIT CHANNEL LETTERS AND LOGO. RELOCATE FROM OWNER'S PREVIOUS PLACE OF BUSINESS. COORDINATE WITH OWNER.
N13	NEW WINDOW DECAL. REFER TO DECAL DETAILS. VERIFY FONT & CONTENT WITH OWNER.
N14	ADD ALTERNATE #1.2 - ALUMINUM SOFFIT AND WALL SYSTEM. AL-1
N15	JOINT SEALANT OVER EXPANSION JOINT FILLER BETWEEN NEW SIDEWALK AND EXISTING.
N16	4" CONCRETE SIDEWALK OVER 4" AGGREGATE BASE. BROOM FINISH PERPENDICULAR TO BUILDING. INCREASE SLAB THICKNESS AT RAMP.
N17	EDGE OF EXISTING SIDEWALK.
N18	EDGE OF CONCRETE FOOTING BELOW.
N19	MASONRY CAP. BRK-1
N20	METAL ROOF AND WALL DECK. MTL-1
N21	NEW 6" EXTRUDED ALUMINUM STREET NUMBER ON 1/2" STANDOFF. DARK BRONZE FINISH.



ASBFI - Project 1 - Michael G. Velázquez State Farm Agency
123 E Main Street, Avondale, AZ 85323

GH2 PROJECT NUMBER:
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ISSUE DATE:
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Construction Documents

OTHER ISSUE DATES:
NO. DESCRIPTION DATE

SHEET NAME:
Floor Plans and Elevations

SHEET NUMBER:
A1.02

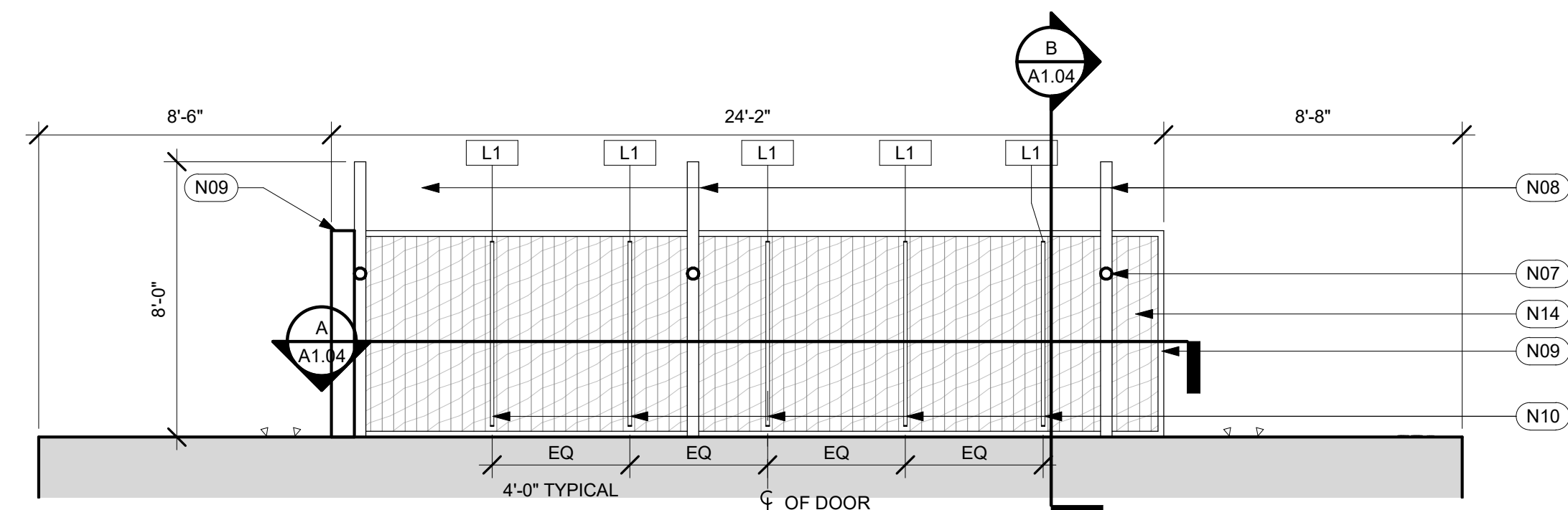
GENERAL ELECTRICAL NOTES

- MATERIALS FURNISHED SHALL BE NEW. MATERIALS SHALL BE A MANUFACTURER'S STANDARD AND ESTABLISHED PRODUCT LINE, AND SHALL BE LISTED AND LABELED FOR THE APPLICATION BY UNDERWRITER'S LABORATORIES (U.L.), OR SHALL BE CERTIFIED BY OTHER APPROVED LABORATORY OR BY THE BUILDING OFFICIAL HAVING JURISDICTION.
- THE PLANS ACCOMPANYING THESE SPECIFICATIONS ARE GENERALLY DIAGRAMMATIC AND DO NOT SHOW ALL DETAILS REQUIRED FOR THE COMPLETE WORK. ESTABLISH DETAILS OF THE WORK AS NECESSARY TO PROVIDE FOR THE COMPLETE INSTALLATION OF SYSTEMS AND MATERIALS. ARRANGE THE WORK SO AS TO AVOID INTERFERENCE WITH OTHER BUILDING COMPONENTS OR SYSTEMS AS ACTUALLY INSTALLED.
- COMPLY WITH APPLICABLE OR NECESSARY JOB SAFETY PROVISIONS.
- PROVIDE FOR SYSTEM RACEWAYS, OUTLET BOXES, PULL "WIRES" OR "CORDS", OUTLET BOX OPENINGS, BOX EXTENSIONS, DEDICATED RECEPTACLES, BACKBOARDS, ETC. AS SPECIFIED AND INDICATED.
- ELECTRICAL SYSTEMS, EQUIPMENT, AND SUPPORTING STRUCTURES SHALL BE COMPLETELY AND EFFECTIVELY GROUNDED. BONDING JUMPERS SHALL BE PROVIDED WHERE NECESSARY. METAL ELECTRICAL RACEWAYS AND FITTINGS, JOINTS AND CONNECTIONS AT EQUIPMENT SHALL BE MECHANICALLY AND ELECTRICALLY SECURED TO PROVIDE AN APPROVED EQUIPMENT OR ENCLOSURE GROUNDING MEANS, EVEN WHEN NO OTHER SEPARATE GROUNDING MEANS ARE ALSO PROVIDED OTHER INHERENTLY OR BY BONDING.
- WHERE GREEN GROUNDING CONDUCTORS ARE NOT INDICATED SPECIFICALLY FOR EACH BRANCH CIRCUIT BY THE DRAWINGS, PROVIDE FOR EACH RACEWAY A GREEN A GREEN #12 GROUNDING CONDUCTOR IN ADDITION TO BRANCH CIRCUIT CONDUCTORS INDICATED.
- UNLESS OTHERWISE INDICATED OR DIRECTED FOR SPECIAL APPLICATIONS, WIRING DEVICES SHALL BE INSTALLED WITH TOP-OF-BOX MOUNTING HEIGHT ABOVE FINISHED FLOOR BETWEEN 18-INCHES AND 48-INCHES, AS REQUIRED BY HANDICAPPED CODES. MOUNTING HEIGHT FOR SPECIFIC DEVICES SHALL BE AS SCHEDULED BY THE PLANS.
- ELECTRICAL CONDUCTORS SHALL BE COLOR CODED AS REQUIRED BY CODE: EQUIPMENT GROUND: GREEN. PHASE CONDUCTORS: RED, BLUE, BLACK, NEUTRAL, WHITE
- NOTIFY THE OWNER'S REPRESENTATIVE OF ANY NONFUNCTIONING MATERIAL OR POTENTIALLY UNSAFE CONDITION WITHIN THE PROJECT SYSTEMS THAT IS OBSERVED DURING THE CONDUCT OF THE WORK.
- THE WORK COVERED BY THIS SPECIFICATION SHALL INCLUDE PROVIDING SUPERVISION, LABOR, SUPPLIES, MATERIALS (TO INCLUDE EQUIPMENT), TOOLS, SERVICE, DOCUMENTATION, TESTS & DEMONSTRATIONS, CERTIFICATES, AND DOLLAR COSTS REQUIRED TO CONSTRUCT THE COMPLETE SYSTEMS AS SPECIFIED HEREIN AND AS SHOWN BY THE PLANS AND OTHER RELEVANT DOCUMENTS.
- SERVICE EQUIPMENT SHALL BE PROVIDED RATED FOR BUILDING LOADS, INCLUDING INTERRUPTING RATINGS. SERVICE EQUIPMENT SHALL BE SERVED USING THE TYPE SERVICE ENTRANCE EQUIPMENT AS INDICATED BY THE PLANS.
- RECEPTACLES SHALL BE 20A, 125V, SPECIFICATION GRADE, MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE.
- SWITCHES SHALL BE AS A MINIMUM IS 'HEAVY-DUTY' RATED, QUICK MAKE AND BREAK, SPECIFICATION GRADE, SINGLE THROW DEVICES.
- DISTRIBUTION EQUIPMENT USING CIRCUIT BREAKER TYPE PROTECTIVE DEVICES SHALL BE USE BOLTED-ON OR 'SQUARE D' I-LINE DEVICES.
- DISTRIBUTION EQUIPMENT SHALL BE AS INDICATED AND AS MANUFACTURED BY GENERAL ELECTRIC, CUTLER/ HAMMER, SQUARE-D, SIEMENS.
- STARTERS AND DISCONNECT SWITCHES SHALL HAVE QUICK- MAKE AND QUICK- BREAK MECHANISMS, AND BE FULLY ENCLOSED
- FIXTURE SUPPORTS AND HARDWARE SHALL BE SUITABLE METAL UNLESS OTHERWISE INDICATED. SUPPORT STUDS USED FOR INDOOR FIXTURE OR COMPONENT SUPPORT SHALL BE WOOD DIECAST STUD SHALL NOT BE USED. PROVIDE SEISMIC RESTRAINTS ON ALL FIXTURES PER LOCAL REQUIREMENTS.
- LAMP SHALL BE MANUFACTURED BY GENERAL ELECTRIC, PHILIPS, OR OSRAM/SYLVANIA.
- CONDUCTORS SHALL BE OF SOFT DRAWN, ANNEALED COPPER HAVING A CONDUCTIVITY OF NOT LESS THAN 98 PERCENT BY 'ASTM' STANDARDS.
- UNLESS OTHERWISE REQUIRED BY CODE OR INDICATED:
 - CONDUCTORS NO. 12 AWG AND NO. 10 AWG SIZE SHALL BE SOLID.
 - CONDUCTORS NO. 8 AWG SIZE AND LARGER SHALL BE STANDARD.
- RIGID STEEL AND IMC STEEL CONDUIT SHALL BE HOT DIP GALVANIZED. STEEL EMT SHALL BE HOT DIP GALVANIZED OUTSIDE, AND ENAMEL OR GALVANIZED FINISHED INSIDE.
- EMT COUPLINGS AND CONNECTORS SHALL BE METAL AND SET- SCREW TYPE.
- UNLESS OTHERWISE INDICATED, WIRING DEVICES SHALL BE:
 - SWITCHES: HUBBELL 1221 OR EQUAL.
 - RECEPTACLES: HUBBELL OR EQUAL
 - COLOR AS SELECTED BY OWNER.
- FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH UL LISTING RESTRICTIONS AND LOCAL CODES AND ORDINANCES.
- UNLESS OTHERWISE REQUIRED BY CODE OR FUNCTION OR INDICATED BY THE PLANS, CONDUCTORS FOR POWER AND LIGHTING BRANCH CIRCUITS SHALL BE # 12 AWG MINIMUM.
- CONDUCTORS SHALL BE CONNECTED BY U.L. APPROVED CONNECTORS. BRANCH CIRCUIT WIRING TO SIZE #8 SHALL BE CONNECTED BY CONNECTORS WITH LIVE SPRING TENSION.
- RACEWAYS AND CABLE SHALL BE RUN CONCEALED, EXCEPT THAT RACEWAY DESIGNED ONLY FOR SURFACE MOUNTING AND RACEWAYS AND CABLE IN EQUIPMENT ROOMS SHALL BE RUN EXPOSED, UNLESS OTHERWISE INDICATED. CONCEALED CONDUIT RUN ABOVE CEILING LINE SHALL BE SUPPORTED INDEPENDENTLY OF CEILING CONSTRUCTION. WHERE CEILINGS OF THE LAY-IN TYPE MAY BE USED, CONDUITS MUST BE INSTALLED HIGH ENOUGH TO PERMIT REMOVAL OF CEILING PANELS OR EQUIPMENT.
- UNLESS OTHERWISE INDICATED, RACEWAY SHALL BE AS FOLLOWS:
 - CONCEALED INSIDE WHERE NOT IN WET OR DAMP LOCATIONS AND NOT EXPOSED TO MECHANICAL INJURY, AND USED FOR 120V/ 20A BRANCH CIRCUITS: ELECTRICAL METALLIC TUBING (EMT).
 - FINAL CONNECTION RACEWAYS IN DRY LOCATIONS SERVING LIGHTING FIXTURES, OR OTHER NON - MOTOR EQUIPMENT LIKELY TO REQUIRE MOVEMENT FOR ADJUSTMENT OR LIKELY TO TRANSMIT SHOCK OR VIBRATION INTO THE RACEWAY SYSTEM, BUT NOT REQUIRING FLEXIBILITY FOR OPERATION, AND WHERE APPROVED FOR THE APPLICATION SHALL BE FLEXIBLE METALIC TUBING(FLEX) WHERE APPROVED FOR THE APPLICATION.
- BOXES SHALL NOT BE INSTALLED BACK- TO- BACK AND THRU-WALL TYPE BOXES SHALL NOT BE USED DUE TO TRANSMISSION OF SOUND OR HEAT AND SMOKE. OFFSET TO MAINTAIN FIRE RATING PER UL REQUIREMENTS.
- SUSPENDED CEILING CONSTRUCTION SHALL NOT BE USED TO SUPPORT RACEWAYS, BOXES OR OTHER ITEMS, EXCEPT AS ALLOWED BY CODE, ACCEPTED BY THE ENGINEER, AND ACCEPTED BY THE ARCHITECT IN WRITING FOR THE SPECIFIC ITEMS TO BE SUPPORTED.
- COVER PLATES FOR FLUSH, DRY, ORDINARY LOCATIONS SHALL BE STANDARD CONFIGURATIONS, ONE PIECE, STANDARD SIZE PLATES WITH MATCHING SCREWS, AND HAVING MATERIALS, STYLES, AND FINISHES AS SELECTED BY ARCHITECT.
- CONFIRM THE FOLLOWING WITH OWNER PRIOR TO ROUGH-IN: EXACT LOCATIONS OF RECEPTACLES AND VOICE/DATA/TV OUTLETS; EXACT CONNECTION REQUIREMENTS OF OWNER-FURNISHED EQUIPMENT.
- EMPTY CONDUIT EXISTING FROM THE INTERIOR TO THE EXTERIOR OF THE BUILDING SHALL BE FILLED WITH AN APPROVED MATERIAL TO PREVENT CIRCULATION OF WARM AIR TO A COLDER SECTION OF THE RACEWAY PER NEC 300.7A
- WORK SHALL BE FURNISHED AND INSTALLED AS A MINIMUM IN ACCORDANCE WITH THE APPLICABLE REQUIREMENT AND RECOMMENDATIONS OF THE LATEST LOCALLY ADOPTED EDITION OF CODES AND STANDARDS OF THE FOLLOWING:
 - NATIONAL ELECTRICAL CODE (NEC) - NFPA 70
 - ENERGY CODE - ASHRAE/IESNA 90.1
 - LIFE SAFETY CODE - NFPA 101
 - OTHER NFPA STANDARDS 90A AND 99
 - GAS 120.3-20
 - U.L. STANDARDS AND LISTING REQUIREMENTS AND NEMA STANDARDS
 - FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, CODES, AND RULINGS OF BUILDING OFFICIALS HAVING JURISDICTION IN AVONDALE, AZ.

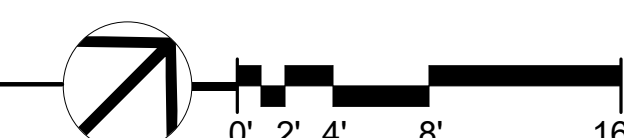
LIGHTING FIXTURE SCHEDULE

TYPE MARK	DESCRIPTION	MANUFACTURER	MODEL	VOLTS	MOUNTING	LAMP	NOTES
L1	LINEAR LED	LUMINII	KSW-64-30K-SO-F-FC-BZ-E-1	120 VA	SURFACE MOUNTED	LED	1, 2
L1A	RECESSED LINEAR LED	LUMINII	KRSW-64-30K-SO-F-GS-BZ-B-1	120 VA	RECESSED	LED	1, 2, 3

- NOTES
- ALL EXTERIOR LIGHTING SHALL BE CONNECTED TO AN ELECTRONIC TIME SWITCH WITH AN INTEGRAL ASTRONOMICAL TIME CLOCK.
 - FIELD VERIFY VOLTAGE.
 - ADD ALTERNATE #1.2 - USE FIXTURE L1A IN LIEU OF L1.

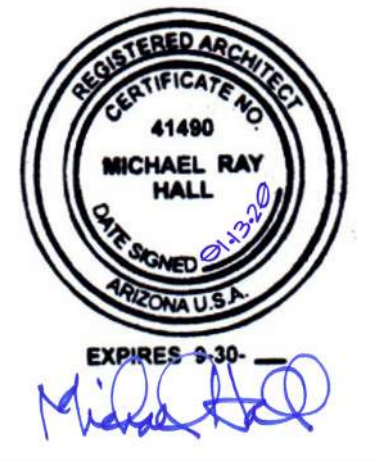


A REFLECTED CEILING PLAN
1/4" = 1'-0"



KEYNOTES

N01	ADD ALTERNATE #1.1 - CMU SCREEN WALL. CMU-1
N02	NEW ALUMINUM FRAME AND WINDOW SYSTEM. FIELD VERIFY EXISTING OPENING.
N03	NEW DOOR AND FRAME. FIELD VERIFY DIMENSIONS.
N04	EXISTING BRICK WALL. PAINT PT-1.
N05	EXPOSED CONCRETE STEM WALL. PAINT PT-1.
N06	EXPOSED RAFTERS, DECK AND END BOARD. PAINT PT-1.
N07	STEEL TUBE COLUMN. PAINT PT-2
N08	STEEL TUBE BEAM. PAINT PT-2
N09	STEEL CHANNEL. PAINT PT-2
N10	LINEAR LED LIGHT.
N11	BACKLIT CHANNEL LETTERS AND LOGO. LETTERS TO BE 20" TALL AND SIGN AREA TO BE 23 SQUARE FEET. VERIFY CONTENT WITH OWNER. ARTWORK, LOGO AND FONT TO BE OBTAINED THROUGH THE AGENT'S PARENT COMPANY.
N12	EXISTING BACKLIT CHANNEL LETTERS AND LOGO. RELOCATE FROM OWNER'S PREVIOUS PLACE OF BUSINESS. COORDINATE WITH OWNER.
N13	NEW WINDOW DECAL. REFER TO DECAL DETAILS. VERIFY FONT & CONTENT WITH OWNER.
N14	ADD ALTERNATE #1.2 - ALUMINUM SOFFIT AND WALL SYSTEM. AL-1
N15	JOINT SEALANT OVER EXPANSION JOINT FILLER BETWEEN NEW SIDEWALK AND EXISTING.
N16	4" CONCRETE SIDEWALK OVER 4" AGGREGATE BASE. BROOM FINISH PERPENDICULAR TO BUILDING. INCREASE SLAB THICKNESS AT RAMP.
N17	EDGE OF EXISTING SIDEWALK.
N18	EDGE OF CONCRETE FOOTING BELOW.
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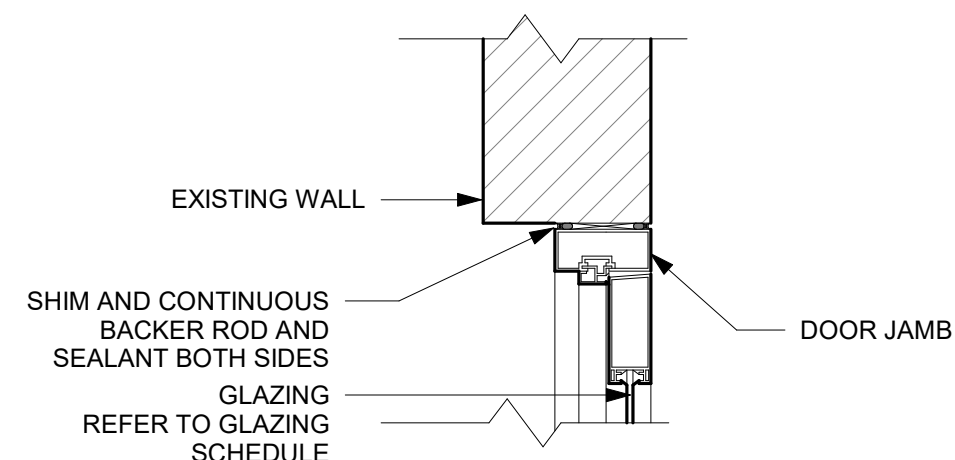
ASBFI - Project 1 - Michael G. Velázquez State Farm Agency
123 E Main Street, Avondale, AZ 85323

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Construction Documents

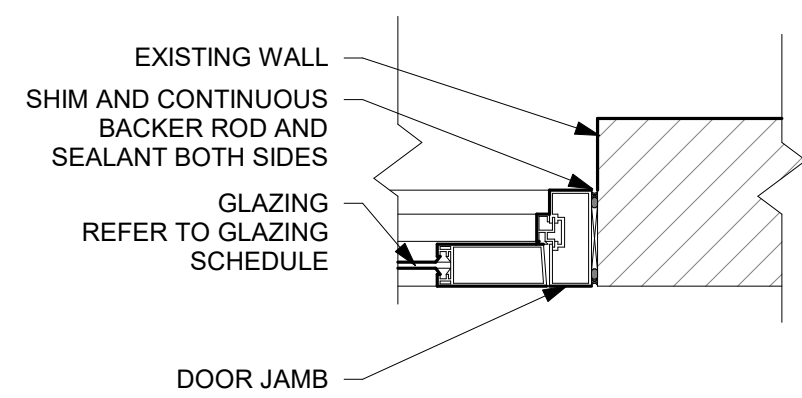
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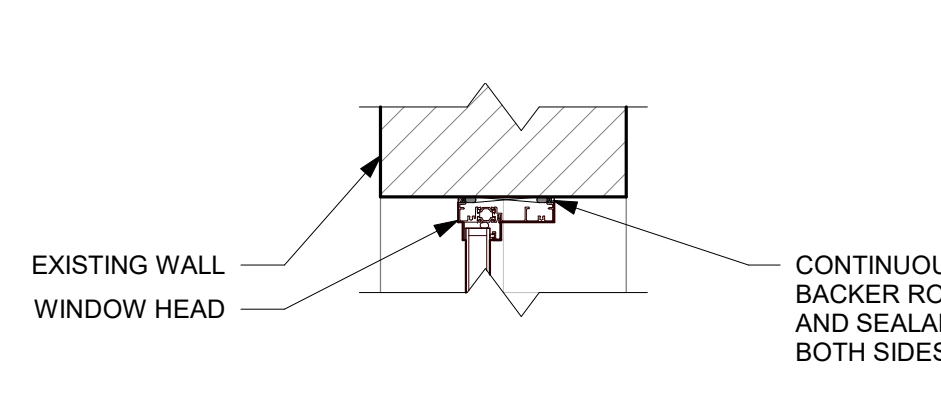
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A1.03



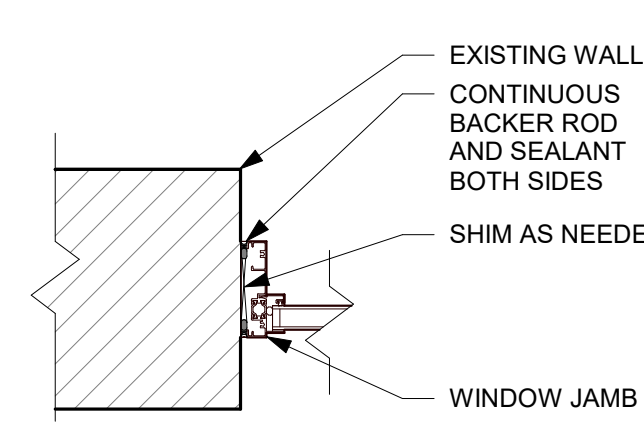
S HEAD DETAIL
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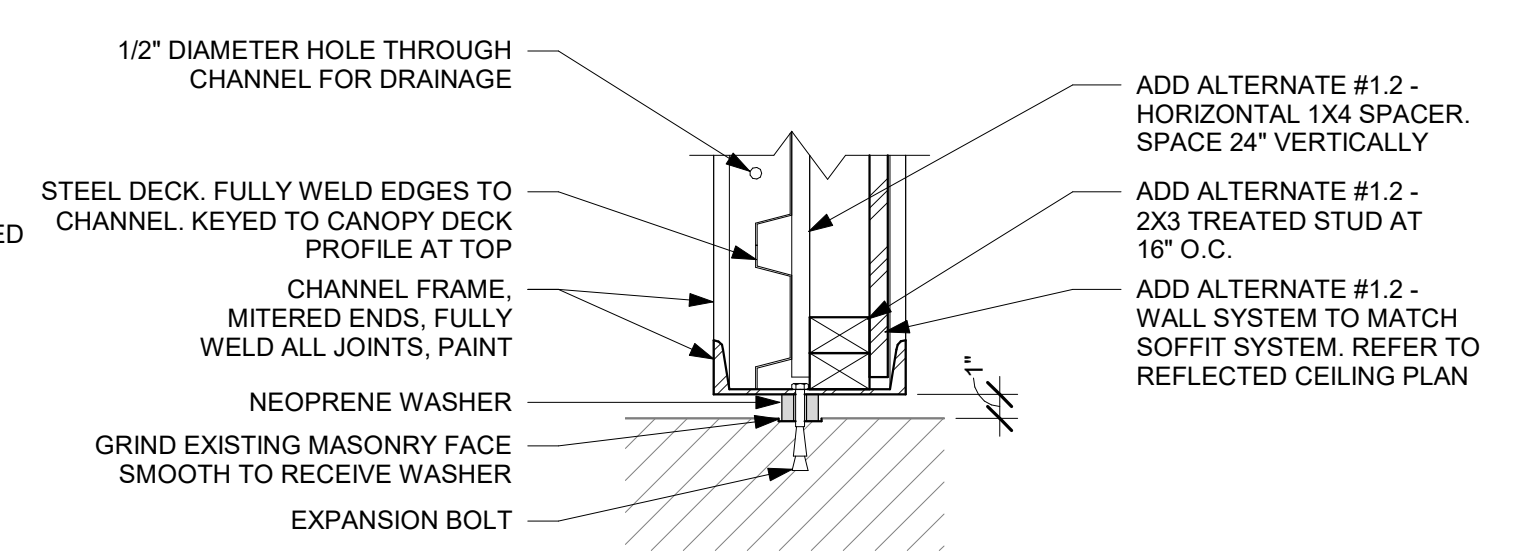
R JAMB DETAIL
1 1/2" = 1'-0"



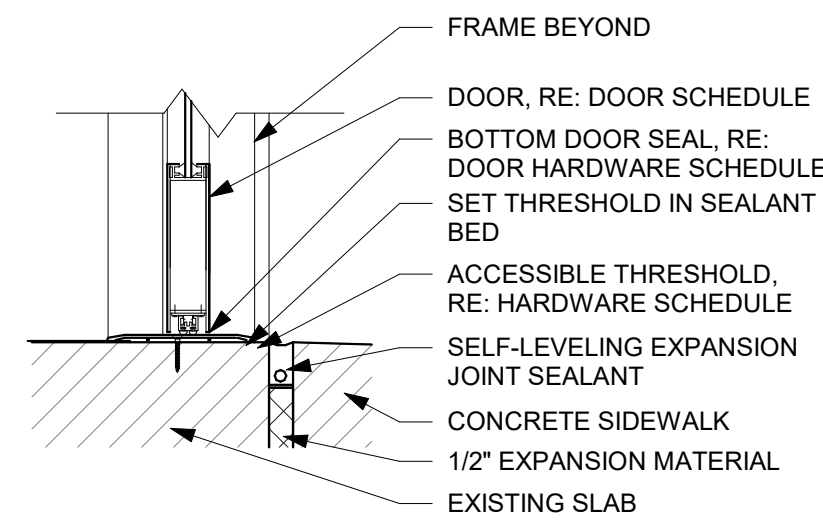
Q SECTION DETAIL
1 1/2" = 1'-0" REF FROM: 1 / A1.02



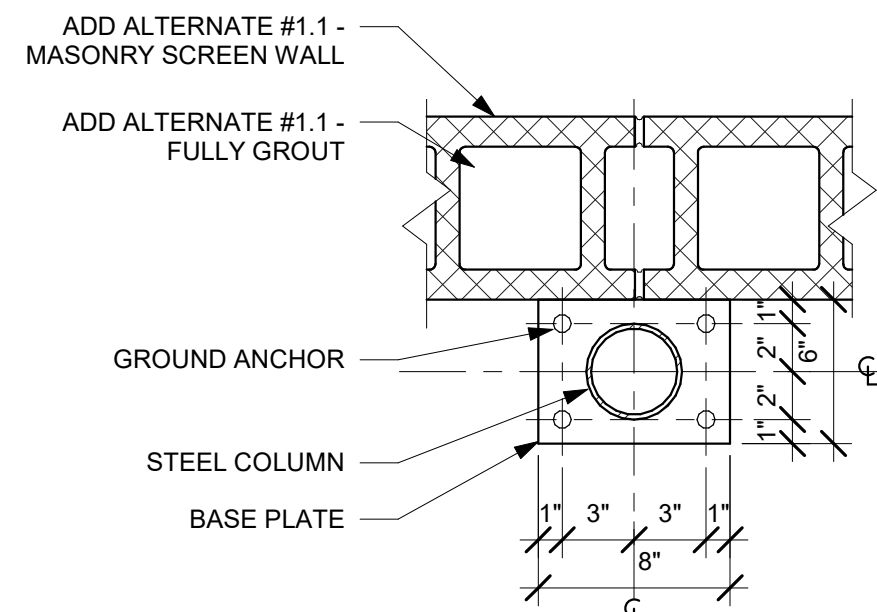
P JAMB DETAIL
1 1/2" = 1'-0"



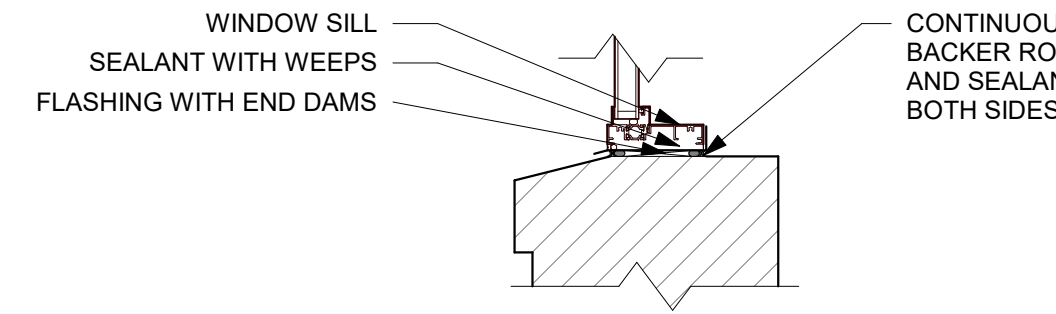
N PLAN DETAIL
1 1/2" = 1'-0" REF FROM: D / A1.02



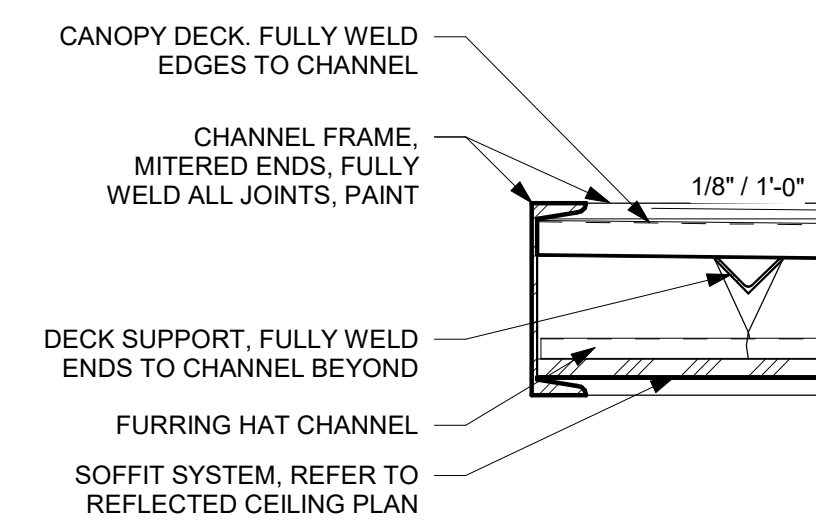
M THRESHOLD DETAIL
1 1/2" = 1'-0"



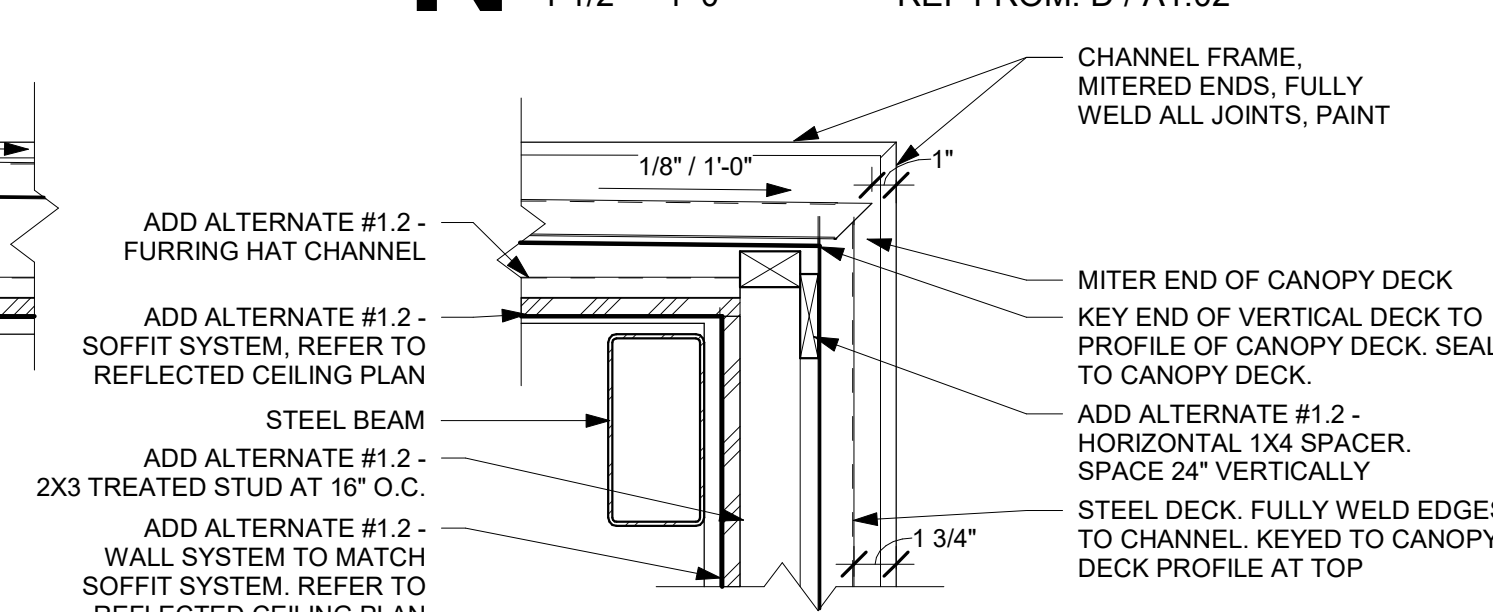
L PLAN DETAIL
1 1/2" = 1'-0" REF FROM: D / A1.02



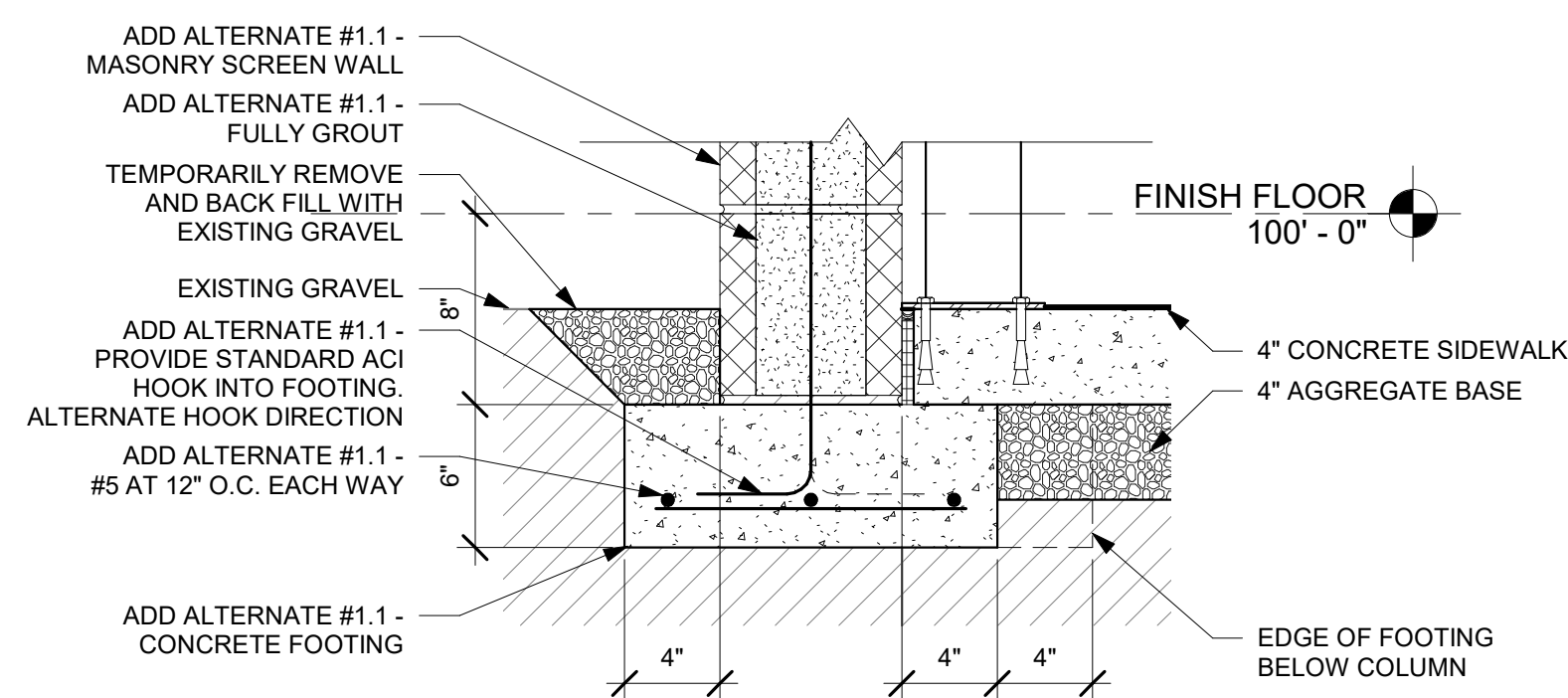
K DETAIL SECTION
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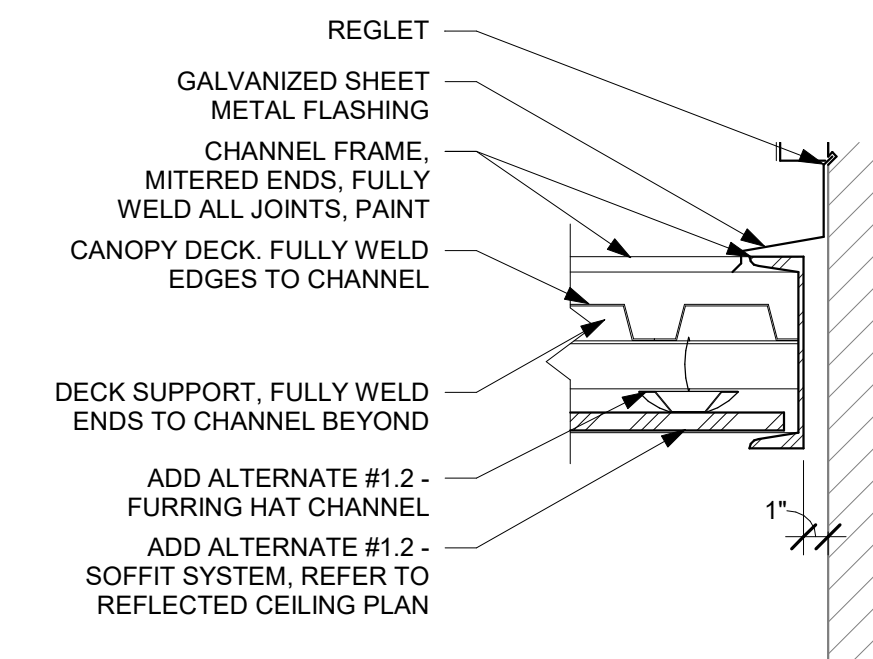
J SECTION DETAIL
1 1/2" = 1'-0" REF FROM: A / A1.04



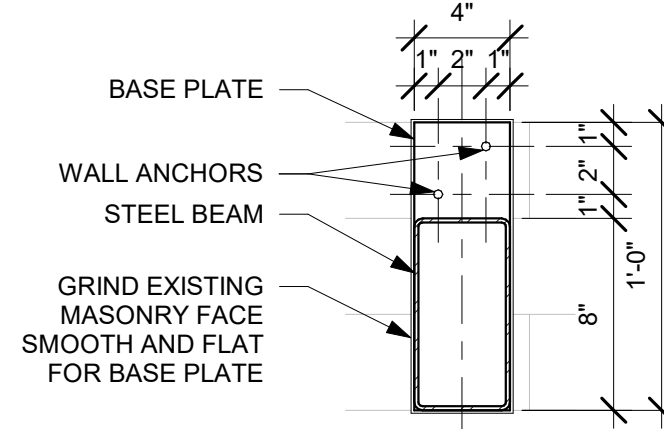
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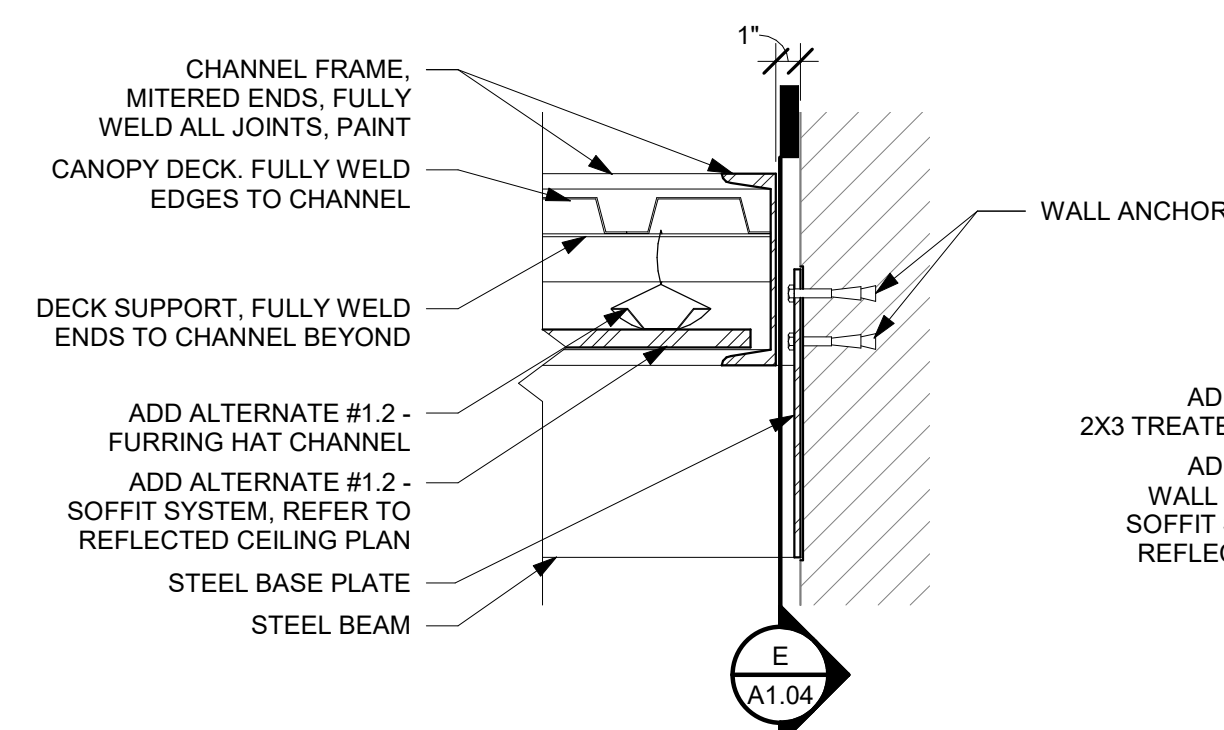
G SECTION DETAIL
1 1/2" = 1'-0" REF FROM: B / A1.04



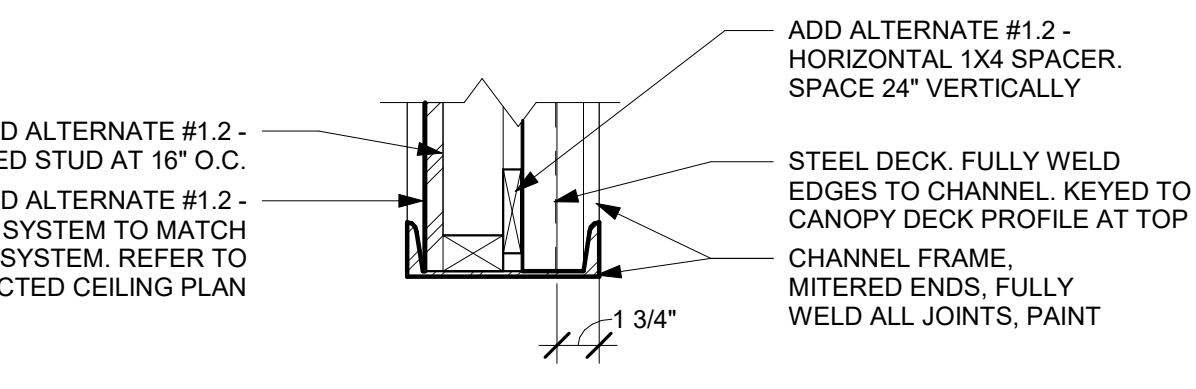
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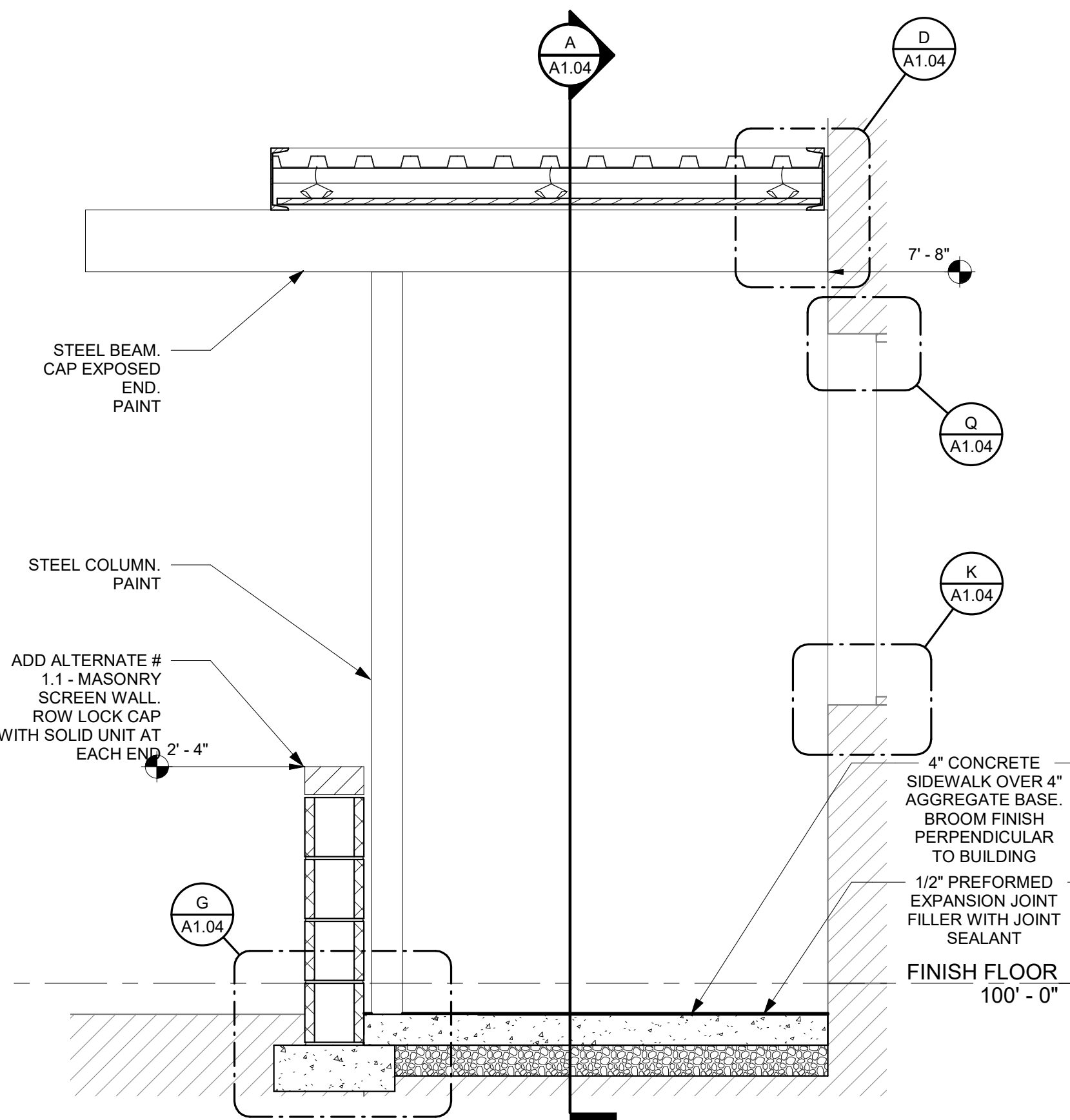
E DETAIL SECTION
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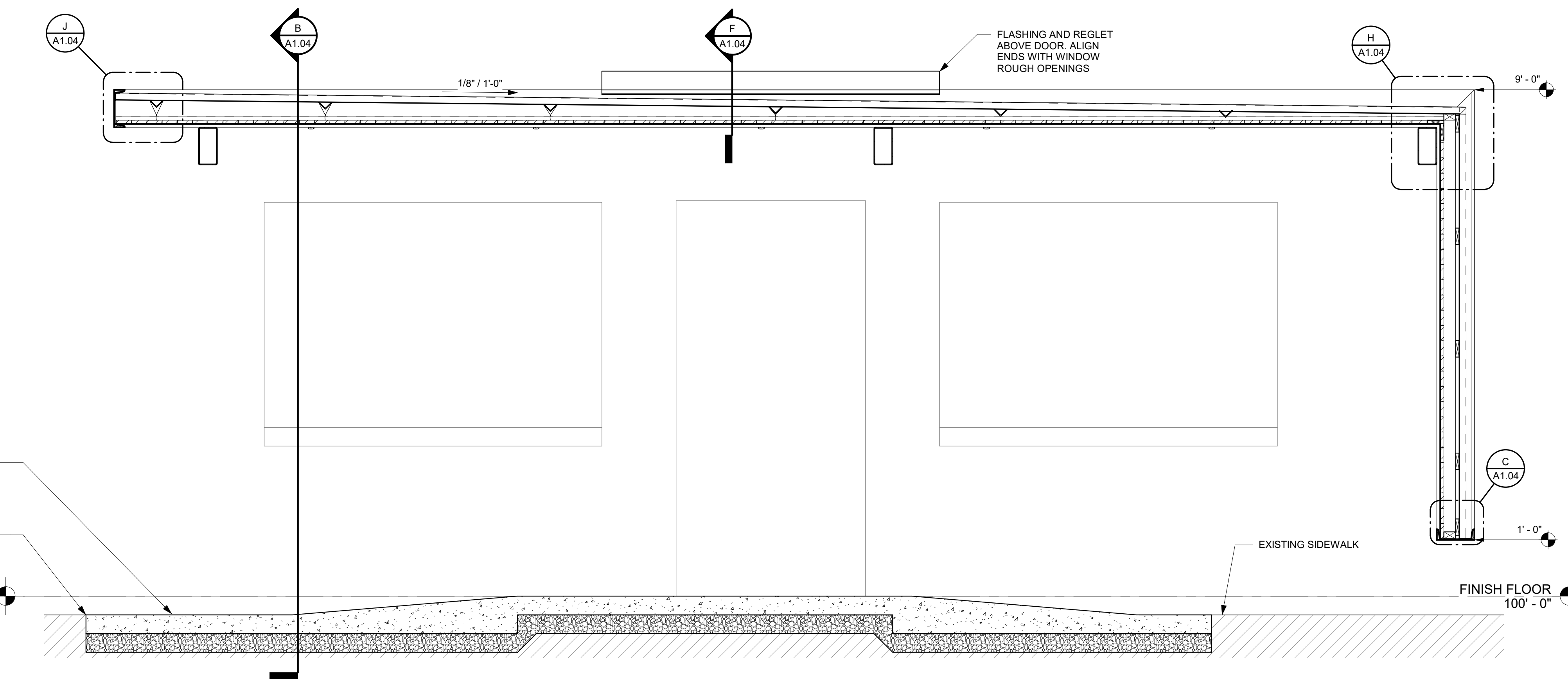
D SECTION DETAIL
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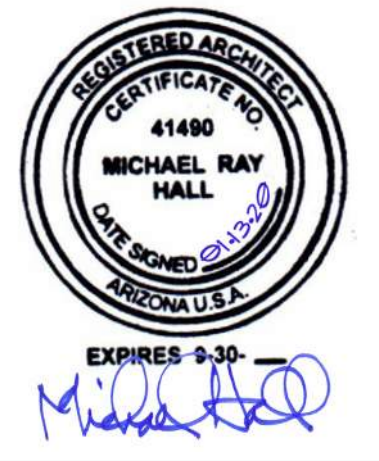
C SECTION DETAIL
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B CANOPY SECTION
3/4" = 1'-0" REF FROM: D / A1.02



A CANOPY SECTION
3/4" = 1'-0" REF FROM: B / A1.02



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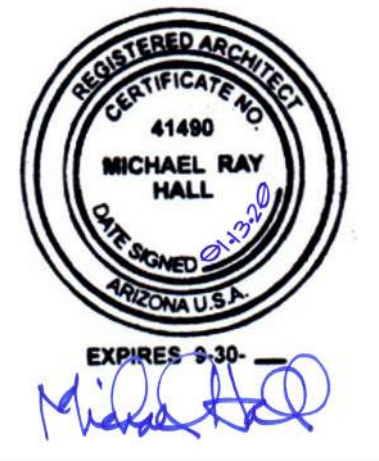
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NO. DESCRIPTION DATE

SHEET NAME:
Wall Sections and Details

SHEET NUMBER:
A1.04

SIGNAGE GENERAL NOTES

1. CONTENTS OF SIGNAGE TO BE VERIFIED BY OWNER PRIOR TO PRODUCTION.
2. ALL ARTWORK, LOGOS AND FONTS MUST BE OBTAINED THROUGH THE AGENT SIGN PROGRAM.

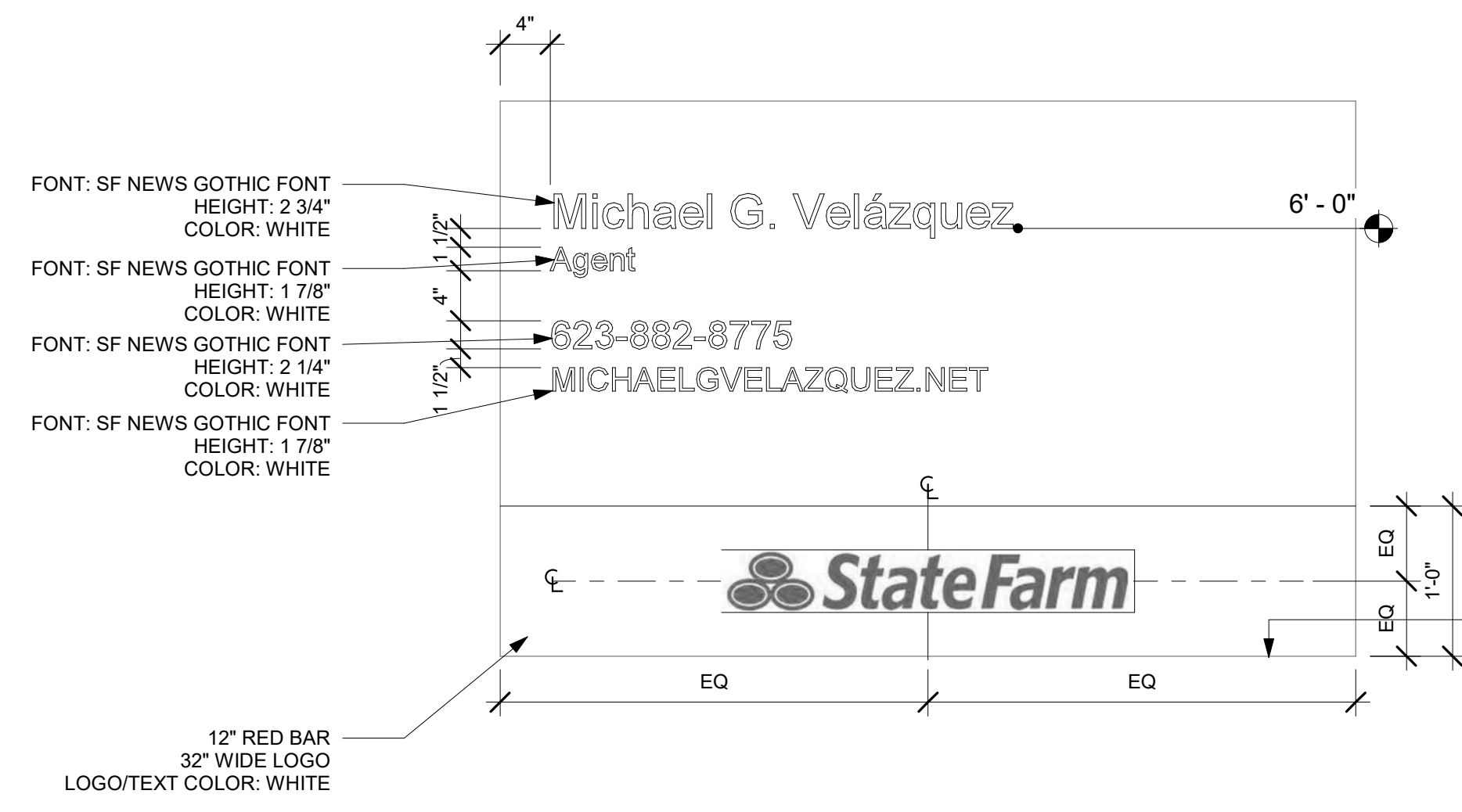


CHANNEL LETTER/LOGO
 20" TALL
 LED ILLUMINATED LETTERS
 3/16" PIGMENTED ACRYLIC FACE
 5" BRUSHED ALUMINUM TRIM CAP AND RETURN
 TOTAL SIGN AREA: 23 SQUARE FEET

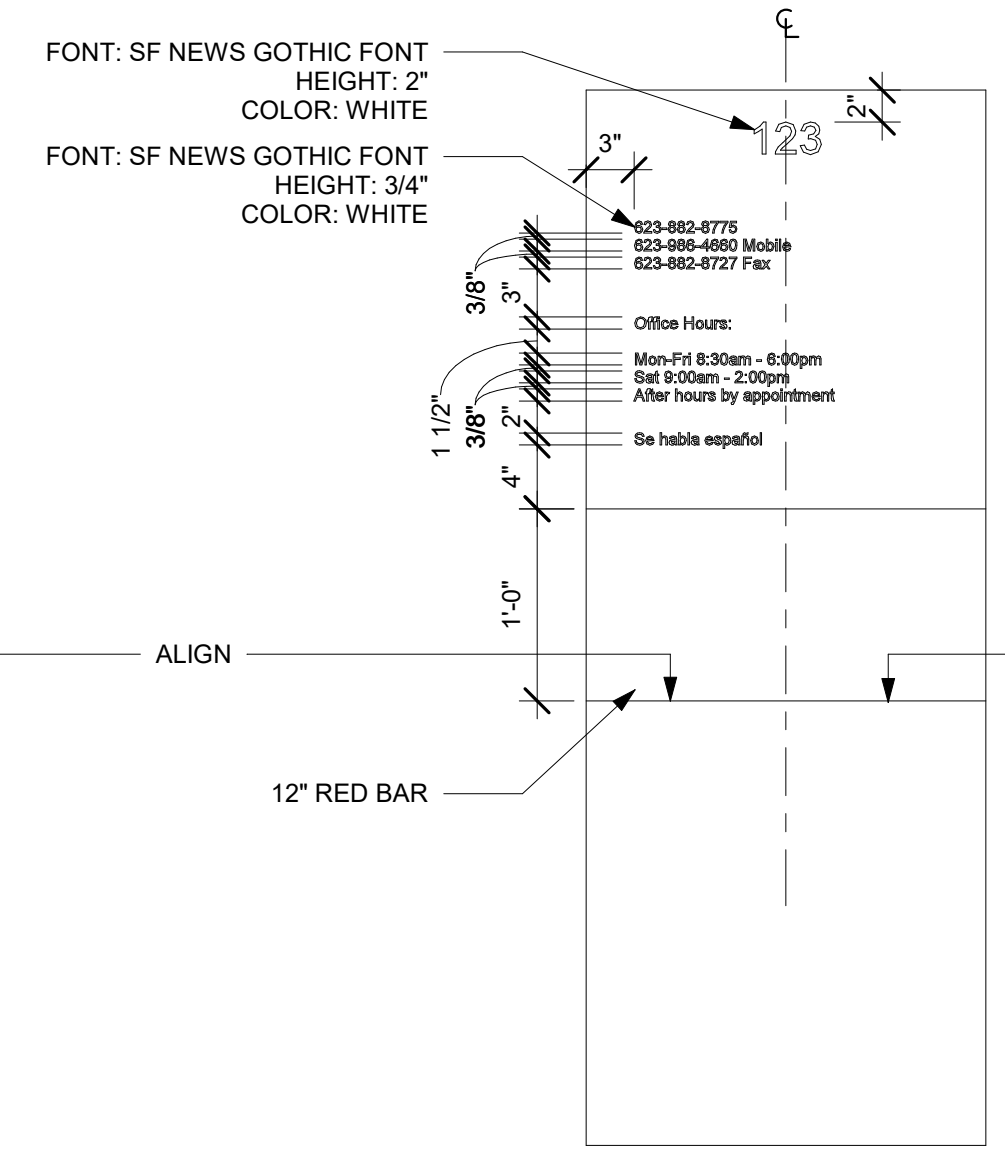
SIGN QUANTITIES
 NEW: 2
 EXISTING/RELOCATED: 1



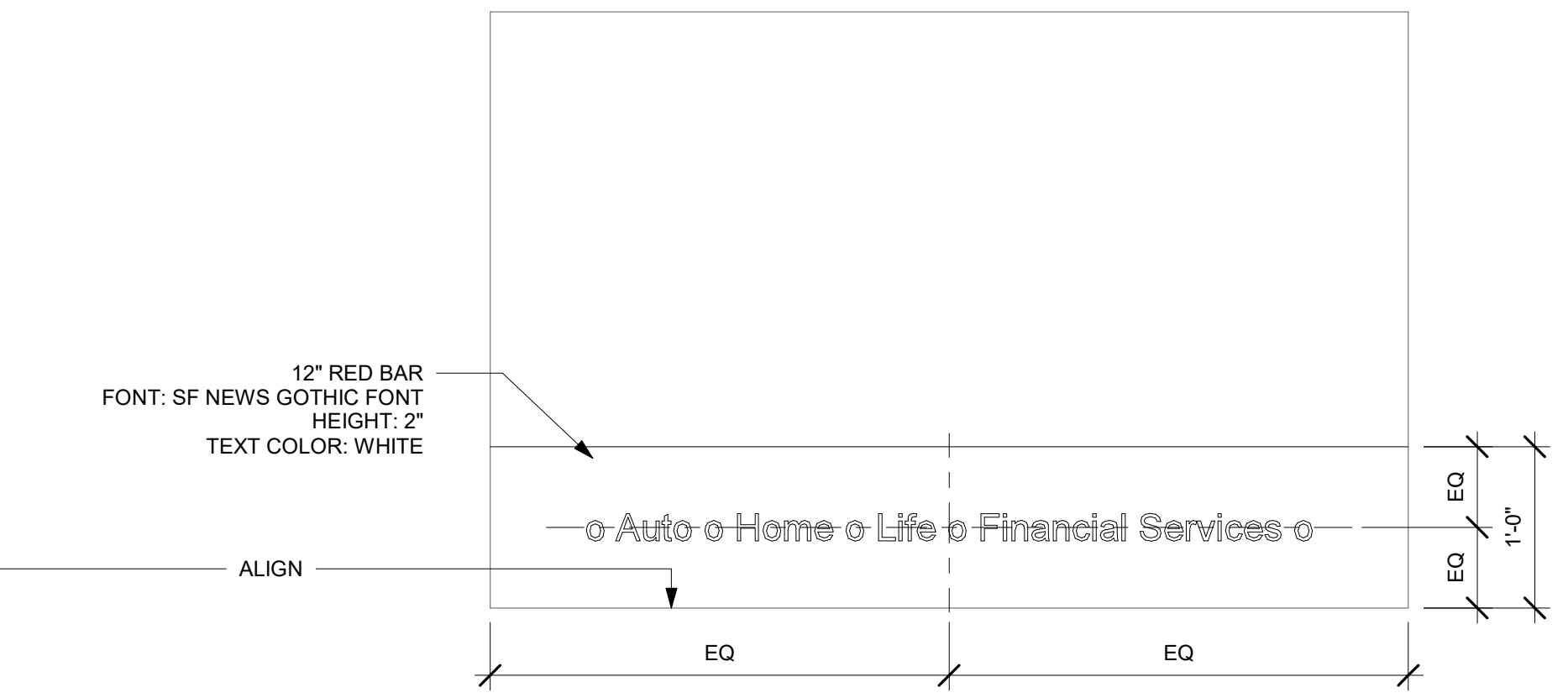
D CHANNEL LETTER/LOGO SIGN
 1" = 1'-0" FROM: E / A1.02



C WINDOW DECAL
 1" = 1'-0" REF FROM: E / A1.02



B WINDOW DECAL
 1" = 1'-0" REF FROM: E / A1.02



A WINDOW DECAL
 1" = 1'-0" REF FROM: E / A1.02

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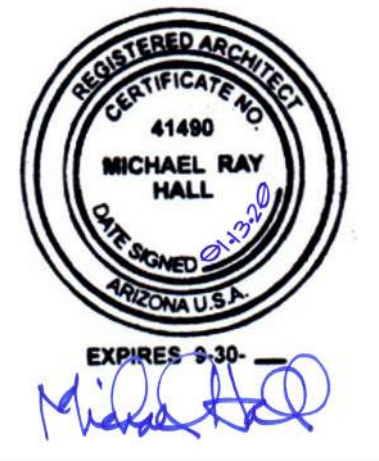
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Signage

SHEET NUMBER:
A1.05

ASBFI - PROJECT #2

PALETAS LA MICHOAKANA

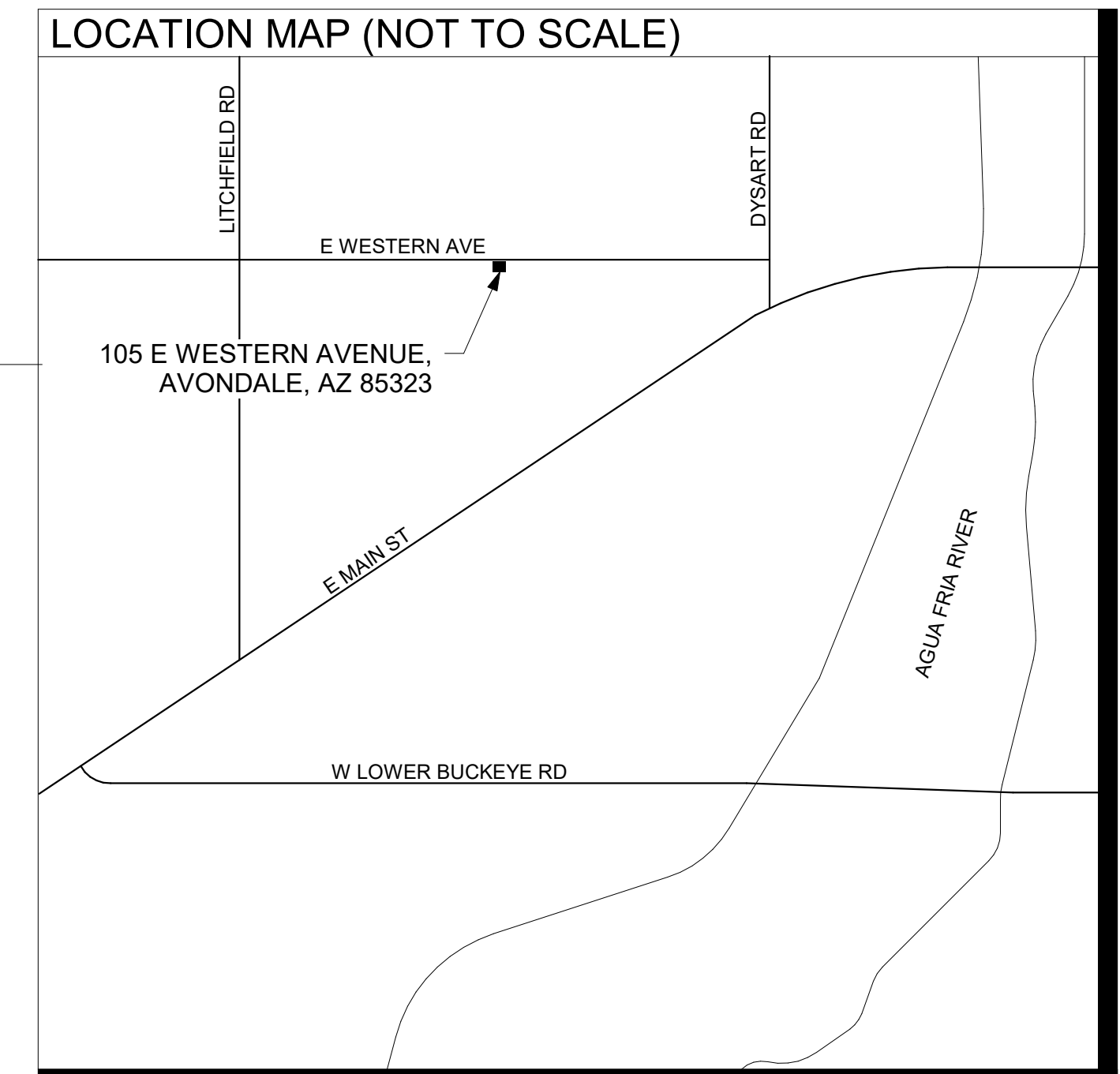
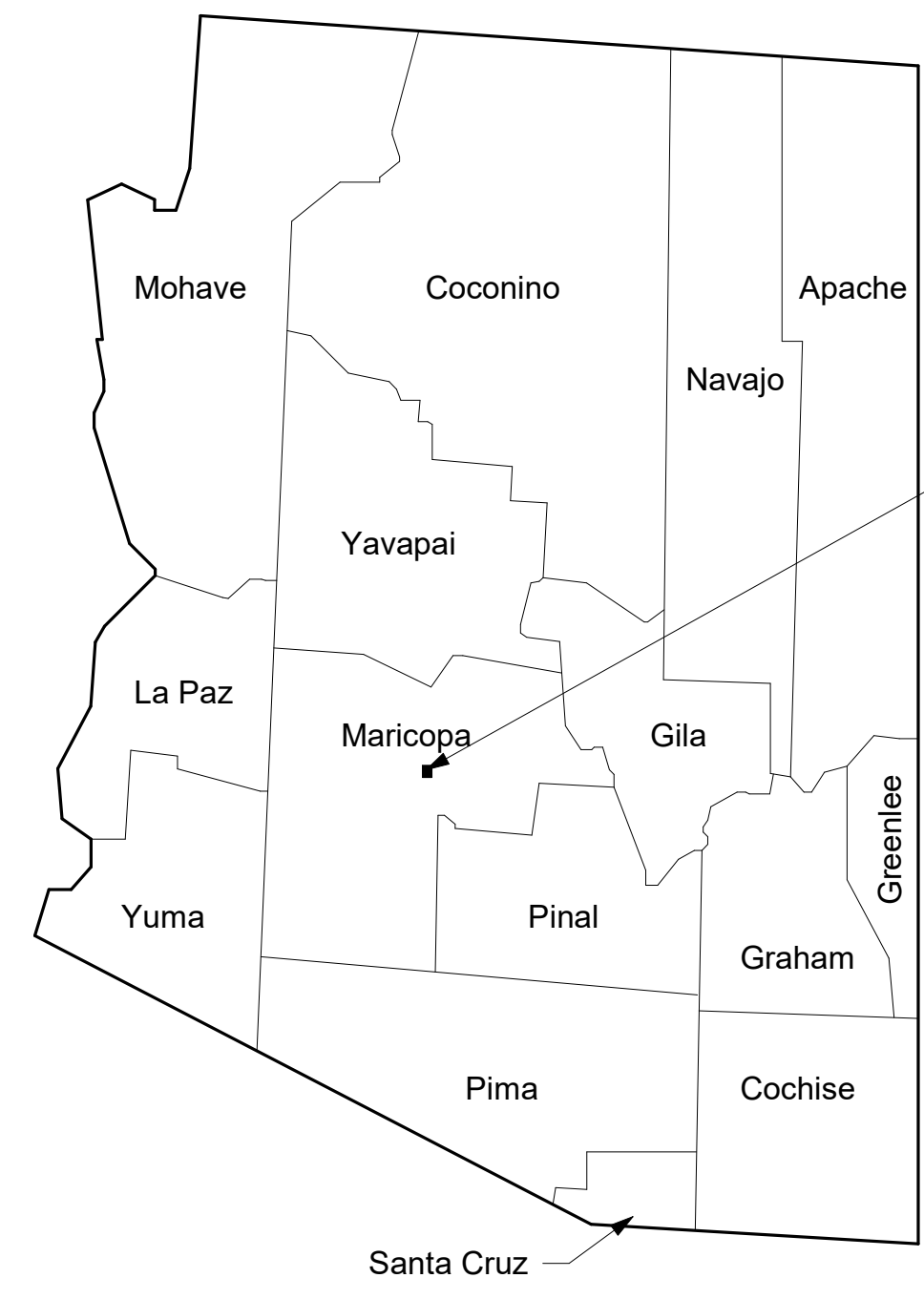
FACADE IMPROVEMENTS



ASBFI - Project #2 - Paletas La Michoakana

105 E Western Avenue, Avondale, AZ 85323

CONTACTS	
OWNER CONTACT:	NEIGHBORHOOD REVITALIZATION CITY OF AVONDALE 1007 S 3RD ST AVONDALE, AZ 85323 P(623) 333-2725
ARCHITECT	GH2 ARCHITECTS 1201 S ALMA SCHOOL RD, SUITE 16100 MESA, AZ 85210 P(480) 699-1945
STRUCTURAL CONSULTANT:	ADVANCED STRUCTURAL ENGINEERS 9308 E RAIN TREE DR SCOTTSDALE, AZ 85260 P(602) 264-1010



SYMBOL LEGEND	
BUILDING SECTION AND REFERENCE	
WALL SECTION SYMBOL	
ENLARGED FLOOR PLAN OR PLAN DETAIL REFERENCE	
PARTITION TYPE SYMBOL	
ELEVATION OR HEIGHT SYMBOL	
KEY NOTE	
DOOR MARK	101
WINDOW MARK	

SHEET INDEX	
A2.00	Coversheet
A2.01	Demolition Notes & Plan
A2.02	Floor Plans and Elevations
A2.03	Reflected Ceiling Plan and Electrical Notes
A2.04	Sections and Details
A2.05	Signage

ALTERNATES	
1.	ADD ALTERNATE #2.1 - ADD WEST SIGN A. ADD WEST SIGN AS INDICATED.
2.	ADD ALTERNATE #2.2 - ADD STRUCTURAL FRAMING AT REPLACEMENT WINDOWS A. ADD STRUCTURAL FRAMING TO REINFORCE ADOBE CONSTRUCTION AT REPLACEMENT WINDOWS. REFER TO STRUCTURAL ASSESSMENT.
3.	ADD ALTERNATE #2.3 - REPLACE THE ENTRY DOOR A. REMOVE AND REPLACE EXISTING FRONT DOOR AS INDICATED. EXISTING DOOR FRAME TO REMAIN.
4.	ADD ALTERNATE #2.4 - ADD SECURITY DOOR A. ADD SECURITY DOOR AS INDICATED.

BUILDING CODE INFORMATION	
1.	APPLICABLE CODES AND STANDARDS
A.	2018 INTERNATIONAL BUILDING CODE
B.	2018 INTERNATIONAL EXISTING BUILDING CODE
C.	2017 NATIONAL ELECTRICAL CODE
D.	2018 INTERNATIONAL MECHANICAL CODE
E.	2018 INTERNATIONAL PLUMBING CODE
F.	2018 INTERNATIONAL FUEL GAS CODE
G.	2018 INTERNATIONAL ENERGY CONSERVATION CODE
H.	2010 ADA STANDARDS FOR ACCESSIBLE DESIGN

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NO. DESCRIPTION DATE

SHEET NAME:
Coversheet

SHEET NUMBER:
A2.00

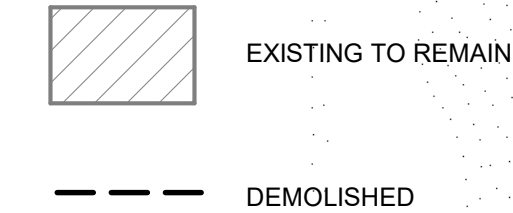
ELECTRICAL DEMOLITION NOTES

- ALL WORK IS TO BE PERFORMED IN STRICT COMPLIANCE WITH THE NATIONAL ELECTRIC CODE, STATE LAWS, AND ALL OTHER REGULATIONS GOVERNING WORK OF THIS NATURE.
- MEET WITH OWNER PRIOR TO DEMOLITION TO IDENTIFY EXISTING MATERIALS, SYSTEMS, EQUIPMENT, ETC. ARE CONSIDERED SALVAGE OR DEBRIS. REMOVE DEBRIS FROM SITE AND DISPOSE OF IN AN APPROVED MANNER AS DIRECTED BY OWNER/GENERAL CONTRACTOR, AND INCLUDE ALL ASSOCIATED COSTS IN THE BID.
- THE CONTRACTOR SHALL VERIFY ALL PANELBOARD AND EQUIPMENT LOCATIONS IN THE FIELD PRIOR TO START OF CONSTRUCTION. SUBMITTING A BID AND STARTING CONSTRUCTIONS MEANS THAT YOU UNDERSTAND THE SITE CONDITIONS AND WILL BE RESPONSIBLE FOR ANY UNFORESEEN EXISTING CONDITIONS NOT EXPLICITLY SHOWN ON THESE DRAWINGS.
- PRIOR TO DEMOLITION, FIELD VERIFY AND IDENTIFY ANY EXISTING ELECTRICAL AND MECHANICAL EQUIPMENT TO REMAIN. CONTRACTOR TO FIELD VERIFY THE EXISTING DEMAND LOAD VS NEW ADDITIONAL ELECTRICAL LOADS TO EXISTING ELECTRICAL SERVICE. CONTRACTOR TO ENSURE THAT NEW EQUIPMENT LOAD SHOULD NOT EXCEED THE MAXIMUM ELECTRICAL RATING FOR EXISTING ELECTRICAL EQUIPMENT. IF REQUIRED, PROVIDE UPGRADE TO EXISTING ELECTRICAL SERVICE AS REQUIRED WITH NO ADDITIONAL COST TO OWNER. NOTIFY ENGINEER AND OWNER FOR SUCH CONDITIONS AS REQUIRED.
- PRIOR TO THE INTERRUPTION OF EXISTING FEEDERS OR PANELS, THE CONTRACTOR SHALL VERIFY, BY MEANS OF TRACKING ALL EXISTING CIRCUITS, THAT ALL BRANCH CIRCUITS BEING FED FROM DEMOLISHED/RELOCATED FEEDERS AND PANELS ARE NOT SERVING AREA WHICH ARE TO REMAIN. WHERE NECESSARY, RECONNECT CIRCUITS TO CORRESPONDING NEW OR EXISTING TO REMAIN BRANCH CIRCUIT PANELS. THESE CONDITIONS SHALL APPLY TO FIRE ALARM, COMMUNICATION, CONTROLS AND SPECIAL SYSTEMS.
- ANY CONCEALED CONDUITS MADE OBSOLETE DUE TO THE DEMOLITION SHALL BE CUT BACK TO FLOOR, WALL OR CEILING WITH THE REMAINING ENDS PLUGGED TO ALLOW REFINISHING OF THE SURFACES. EXISTING CONDUITS THAT ARE IN WALLS OR FLOORS WHICH ARE TO REMAIN AND CONDUIT DOES NOT, AND WILL NOT INTERFERES WITH THE WORK OF ANY TRADE, MAY REMAIN. ALL ABANDONED WIRE SHALL BE REMOVED IN ITS ENTIRETY.
- UNLESS NOTED OTHERWISE IN THESE DRAWINGS, ALL EXISTING BRANCH CIRCUITS SHALL BE RETAINED FOR RE-USE TO FEED NEW CIRCUITS AND EQUIPMENT. KEEP TRACK OF WHICH CIRCUIT BECOME AVAILABLE DURING DEMOLITION FOR USE IN THE NEW CONSTRUCTION.
- ANY CONDUIT WHICH REQUIRES REMOVAL DOWN TO THE FLOOR LEVEL SHALL BE CUT EVEN WITH THE FLOOR AND CAPPED INSIDE, AND OPENINGS SHALL BE FILLED WITH CONCRETE PATCHING. REPAIR SURFACES TO MATCH ADJACENT AS REQUIRED.
- REMOVE ALL ELECTRICAL DEVICES AS REQUIRED BY DEMOLITION. ALL DEMOLITION WORK IS NOT DETAILED ON THESE DRAWINGS. COORDINATE WITH OWNER FOR SCOPE OF DEMOLITION. REMOVAL AND RELOCATION OF SOME EXISTING ELECTRICAL WORK SHALL BE NEEDED FOR SATISFACTORY PERFORMANCE OF THIS AND OTHER TRADES. PROPOSALS SHALL INCLUDE CONSIDERATION FOR ANY AND ALL REQUIRED CHANGES REGARDING DEMOLITION OF DEVICES, REMOVALS, RECONNECTION OR ADDITIONAL WORK AS REQUIRED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DISCONNECTING AND DISPOSING OF ALL ELECTRICAL EQUIPMENT, CONDUIT, WIRE, DEVICES, ETC. AS REQUIRED FOR A COMPLETE DEMOLITION. ALL FLUORESCENT LAMPS AND PCB BALLAST SHALL BE DISPOSED OF IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS.
- WHERE DEMOLITION AND/OR NEW CONSTRUCTION INTERRUPTS EXISTING ELECTRICAL CIRCUITS FEEDING EXISTING EQUIPMENT, DEVICES, OR LIGHTING TO REMAIN, BUT NOT SHOWN ON DRAWINGS. CONTRACTOR TO REWORK CIRCUITRY AS REQUIRED TO MAINTAIN EXISTING OPERATION AND INCLUDE ALL ASSOCIATED COSTS IN THE BID.
- ALL CIRCUITING AND FEEDERS SERVING AREAS BEYOND THE DEMOLITION ARE SHALL BE MAINTAINED AND REPAIRED AS REQUIRED, AT THE CONTRACTOR EXPENSE, SO THAT ALL SUCH SYSTEMS REMAIN IN OPERATIONS. CONTINUITY SHALL REMAIN AT ALL TIMES WHILE DISCONNECTING EQUIPMENT AND DEVICES FROM CIRCUITS THAT ARE TO REMAIN. CONTINUOUS SERVICE FEEDERS, CIRCUITS, PARTIAL CIRCUITS AND OUTLETS EFFECTED BY DEMOLITION WORK SHALL BE MAINTAINED, EXCEPT WHEN WRITTEN PERMISSION IS PROVIDED BY THE OWNER. ALL WORK REQUIRING SHUT-DOWN OF EXISTING SYSTEMS SHALL BE COORDINATED WITH OWNER AT NO ADDITIONAL COST TO OWNER. CONTRACTOR SHALL PLAN AND PERFORM WORK IN SUCH A WAY AS TO MINIMIZE THE OUTAGES AND SUBMIT TO THE OWNER A SCHEDULE OF THE REQUIRED OUTAGES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING MATERIAL NOT EFFECTED BY THE SCOPE OF DEMOLITION WORK WHICH IS DAMAGED BY HIS WORK. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY/ALL DAMAGED MATERIALS OR EQUIPMENT AS REQUIRED/DIRECTED AT NO ADDITIONAL COST TO OWNER. REPAIRING AND PATCHING SHALL BE DONE BY THE RESPECTIVE TRADES INVOLVED. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND RESTORATION OF EXISTING CONSTRUCTION IN AREA WHICH ARE NOT IN THE RENOVATION WORK AREA, BUT REQUIRED TO ACCOMMODATE NEW WORK AND REMOVAL OF ABANDONED SYSTEMS.
- THE OWNER SHALL RESERVE ALL RIGHTS TO CLAIMING MATERIAL REMOVED DURING DEMOLITION. THE CONTRACTOR SHALL VERIFY WHICH ITEMS AND/OR MATERIALS THE OWNER WISHED TO CLAIM AND ALL OTHER ITEMS NOT CLAIMED BY OWNER TO A DESIGNATED LOCATION.
- COORDINATE ANY PLANNED POWER OUTAGES WITH THE OWNER. DO NOT SHUT OFF POWER TO ANY EQUIPMENT OR BRANCH CIRCUITS WITHOUT GETTING WRITTEN APPROVAL FROM THE OWNER. IF REQUIRED, MAKE PROVISION FOR TEMPORARY POWER TO BRANCH CIRCUITS AND EQUIPMENT AT THE OWNERS DIRECTION.
- PROVIDE TEMPORARY POWER TO SECURITY AND SURVEILLANCE EQUIPMENT THAT MAY BE AFFECTED DURING POWER OUTAGES.
- AVOID DISRUPTION OF SERVICES DURING NORMAL BUSINESS HOURS. ALL SYSTEM SHUTDOWNS SHALL BE COORDINATED WITH BUILDING OWNER AND SCHEDULED AFTER NORMAL BUSINESS HOURS OR AS OTHERWISE APPROVED BY OWNER.

GENERAL DEMOLITION NOTES

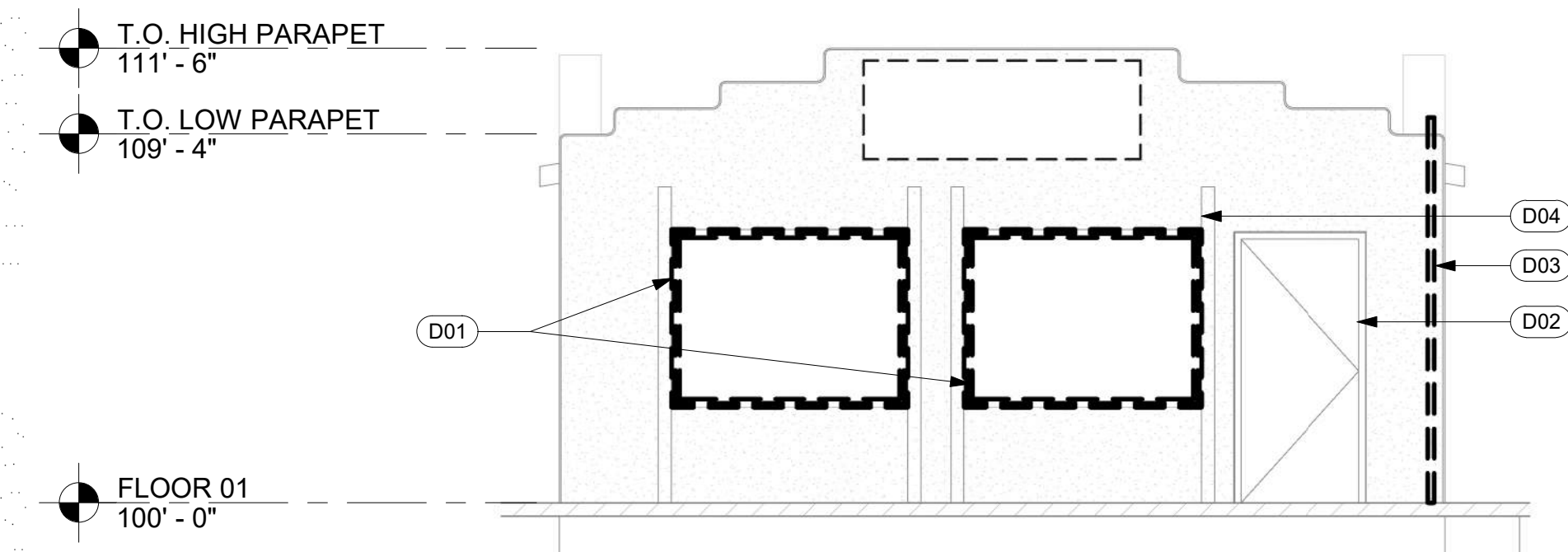
- ALL WORK SHALL COMPLY WITH IBC, 2018 EDITION.
- REMOVE ALL ITEMS SHOWN ON DEMOLITION PLANS WITH DASHED LINE WORK AND WITHIN AREA SHOWN AS "EXTENTS OF AREA TO BE DEMOLISHED." SEE ADDITIONAL SPECIFIC INFORMATION IN "DEMOLITION KEY NOTES" THAT ARE NOTED ON THE DRAWINGS. DEMOLITION KEYNOTES MAY NOT BE SHOWN AT EVERY LOCATION THAT SPECIFIC WORK IS REQUIRED. THEY ARE INTENDED TO APPLY TO ALL LOCATIONS WHERE A SPECIFIC GRAPHIC OCCURS USING DASHED LINE WORK.
- PATCH AND REPAIR EXISTING SUBSTRATES THAT ARE TO REMAIN AS REQUIRED TO PREPARE THEM FOR NEW WORK AND FINISHES AS DEFINED ELSEWHERE IN THE DOCUMENTS. CRACKS AND/OR STRUCTURAL DAMAGE RESULTING FROM DEMOLITION SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR AND TO THE SATISFACTION OF THE OWNER AND THE ARCHITECT.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTION AND FINAL CONDITION OF ALL EXISTING ADJACENT FINISHES.
- DO NOT ALTER, REMOVE OR DEMOLISH ANY STRUCTURAL SYSTEMS DURING DEMOLITION OR CONSTRUCTION NOT SHOWN TO BE REMOVED.
- CONTACT ARCHITECT BEFORE REMOVING OR DEMOLISHING ANY EXISTING CONSTRUCTION OR ITEMS NOT SHOWN TO BE REMOVED.
- CONTACT ARCHITECT FOR ANY UNSEEN CONDITIONS OR UNCERTAIN AREAS THAT ARE NOT CLEARLY DEFINED BY THE DOCUMENTS.
- NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND THE DRAWINGS. IN THE EVENT OF CONFLICT BETWEEN THE DRAWINGS OR BETWEEN A DRAWING AND SPECIFICATION ITEM, THE DRAWING OR SPECIFICATION REQUIRING THE GREATER EXTENT, LARGER NUMBER, OR HIGHER QUALITY SHALL GOVERN. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- CONTRACTOR TO COORDINATE ALL DEMOLITION WORK WITH NEW CONSTRUCTION AND RENOVATION PRIOR TO START.
- LOCATIONS OF EXISTING FIXTURES ARE BASED ON GENERAL FIELD OBSERVATIONS. CONTRACTOR TO FIELD VERIFY LOCATIONS OF FIXTURES AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.
- DEBRIS RESULTING FROM DEMOLITION AND CONSTRUCTION SHALL BE REMOVED ENTIRELY FROM THE CONSTRUCTION SITE ON A DAILY BASIS TO A WASTE AREA PROVIDED BY THE CONTRACTOR. AS THE WORK PROGRESSES FROM ONE AREA TO THE NEXT, THE CONTRACTOR SHALL LEAVE THE AREA COMPLETED IN A BROOM CLEAN CONDITION.
- REMOVE EXISTING LIGHT FIXTURES WITHIN DEMO AREAS, UNLESS OTHERWISE NOTED. DE-ENERGIZE CIRCUITS UNTIL READY FOR NEW LIGHTING. COORDINATE WITH ELECTRICAL PLANS TO DETERMINE IF CIRCUITS WILL BE RE-USED, RELOCATED, OR ABANDONED.
- THE CONTRACTOR SHALL COMPLY WITH REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. DO NOT USE WATER WHEN IT MAY CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING AND POLLUTION.
- REMAINING BUILDING TO REMAIN IN WATER TIGHT CONDITION.
- ANY MATERIALS TO BE RECLAIMED/RECYCLED SHALL BE AT THE DISCRETION OF THE CONTRACTOR.
- STAGING AND STORAGE AREA, AND LOCATIONS OF TEMPORARY FACILITIES TO BE COORDINATED WITH THE OWNER/ARCHITECT AND CONSTRUCTION MANAGER.

DEMOLITION LEGEND

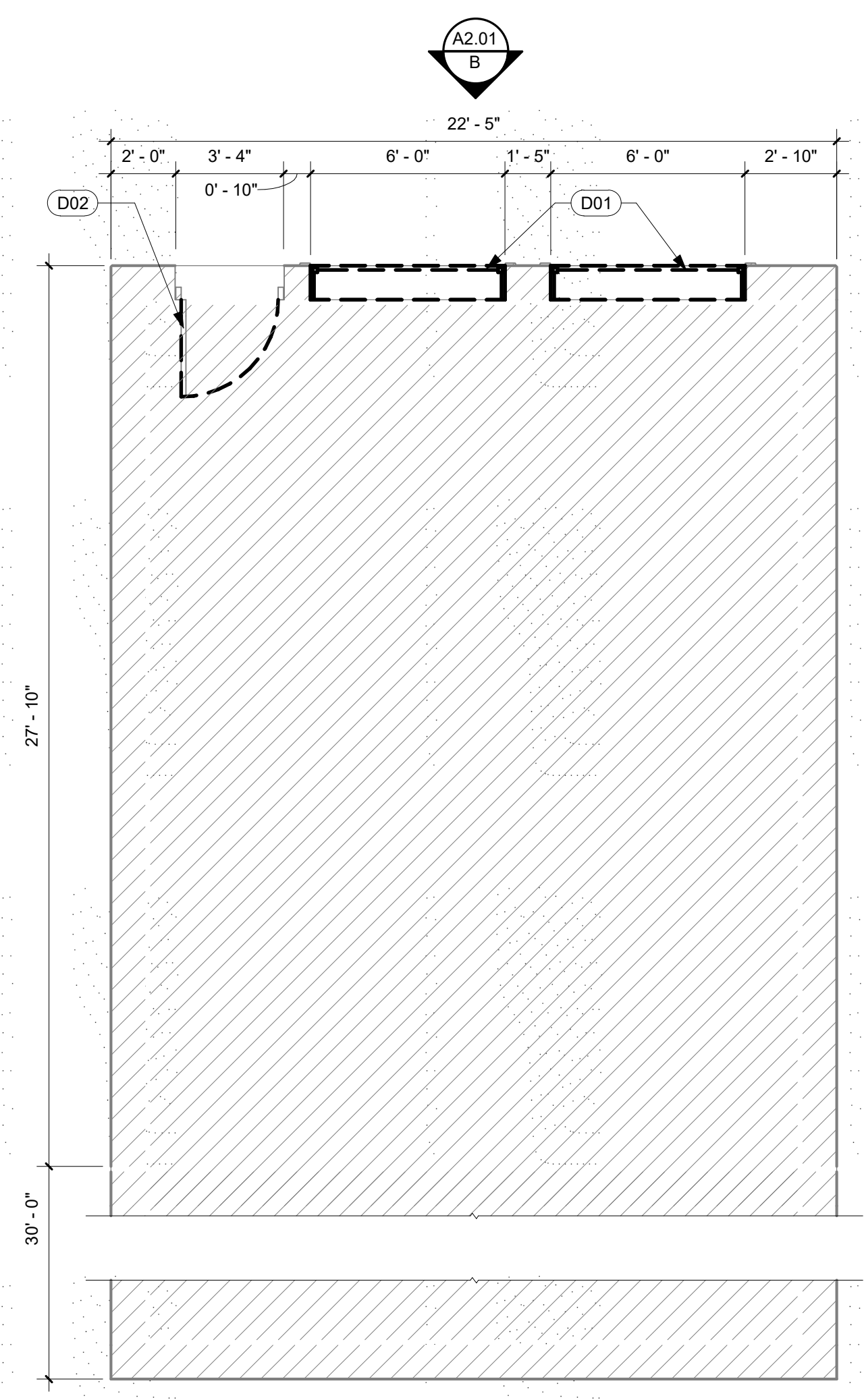


DEMOLITION KEYNOTES

D01	REMOVE EXISTING WINDOW AND FRAME SYSTEM IN ITS ENTIRETY. PREPARE OPENING FOR NEW WINDOW SYSTEM.
D02	ADD ALTERNATE #2.3 - REMOVE EXISTING DOOR. FRAME TO REMAIN. PREPARE FRAME FOR NEW DOOR.
D03	REMOVE LIGHT, CONDUIT AND WIRING.
D04	OVERHEAD COILING SECURITY SCREENS AND TRACKS TO REMAIN.



B NORTH ELEVATION - DEMOLITION
1/4" = 1'-0"



A FIRST FLOOR - DEMOLITION
1/4" = 1'-0"



GH2 PROJECT NUMBER:
20180101.01
ISSUE DATE:
01/13/2020
ISSUE:
Construction Documents

OTHER ISSUE DATES:
NO. DESCRIPTION DATE

SHEET NAME:
Demolition Notes & Plan

SHEET NUMBER:
A2.01

DOOR HARDWARE SCHEDULE

QTY.	DESCRIPTION	CATALOG NUMBER	FINISH	MANUFACTURER
3	HINGES	4B81 1 1/2 X 4 1/2 NRP	US26D	PBB, INC.
1	MORTISE CYLINDER	ML 2062	626	CORBIN RUSSWIN
1	WEATHERSTRIP	306 AV 1 x 36" 2 x 84"	--	PEMCO
1	OVERHEAD DRIP CAP	346 C 40"	--	PEMCO
1	DOOR SWEEP	315 CN 36"	--	PEMCO
1	SADDLE THRESHOLD	171 A 36"	--	PEMCO

DOOR SCHEDULE

MARK	DOOR				HARDWARE SET	FRAME		GLAZING	HEAD	JAMB	THRESHOLD	COMMENTS
	WIDTH	HEIGHT	MATERIAL	FINISH		MTL.	TYPE					
100	3'-0"	6'-8"	H.M.	PAINT PT-5	1	01	STEEL	GL-1	--	--	--	1, 2
101	3'-0"	6'-8"	STEEL	PAINT PT-5	2	01	STEEL	N/A	--	--	--	3

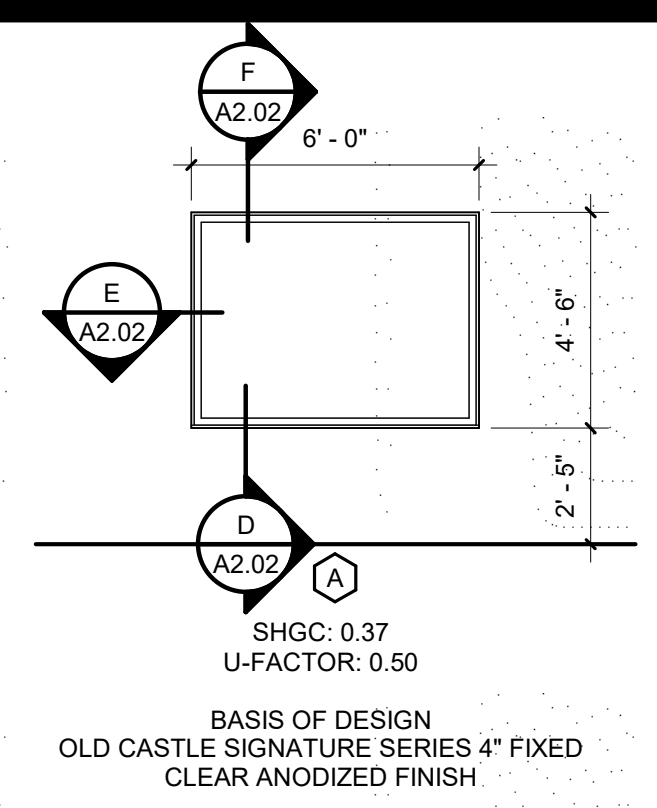
ABBREVIATIONS
H.M. HOLLOW METAL

COMMENTS
1. REUSE EXISTING FRAME.
2. ADD ALTERNATE #2.3.
3. ADD ALTERNATE #2.4.

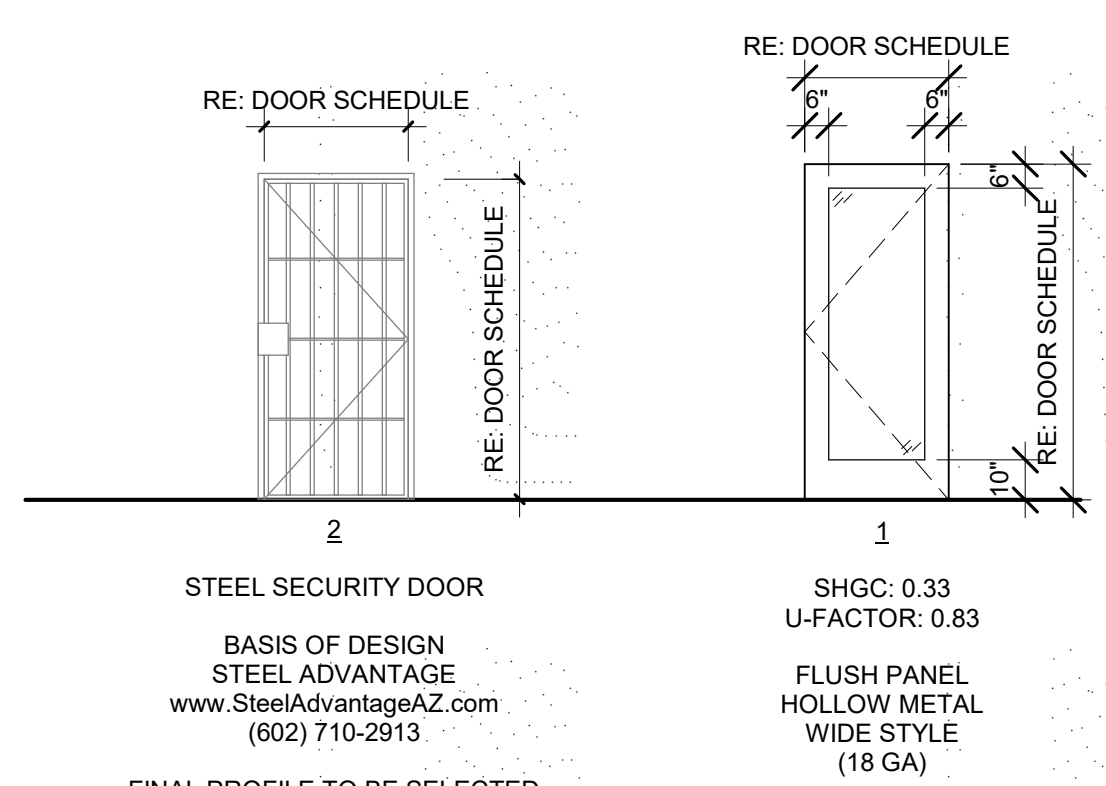
GLAZING SCHEDULE

GL-1	1.229" LOW E SAFETY/BURGLARY RESISTANT LAMINATED GLASS
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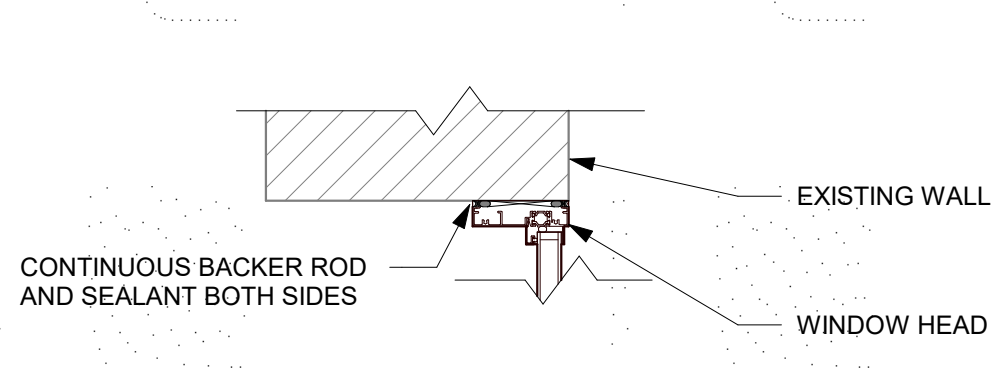
NOTE: ALL GLAZING TO BE GL-1 UNLESS NOTED OTHERWISE.



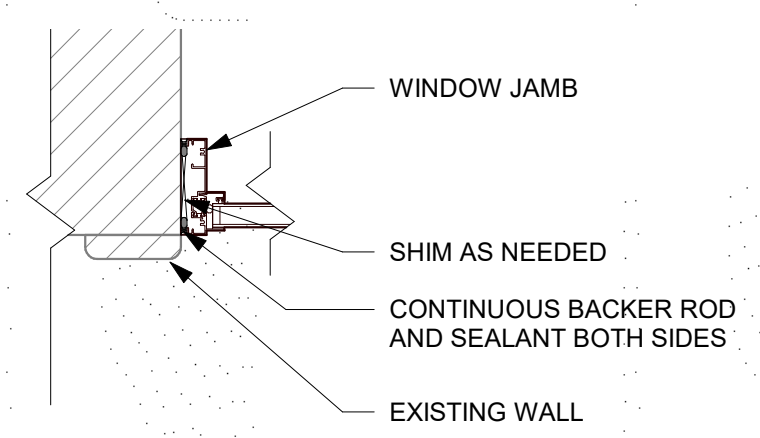
WINDOW ELEVATION
1/4" = 1'-0"



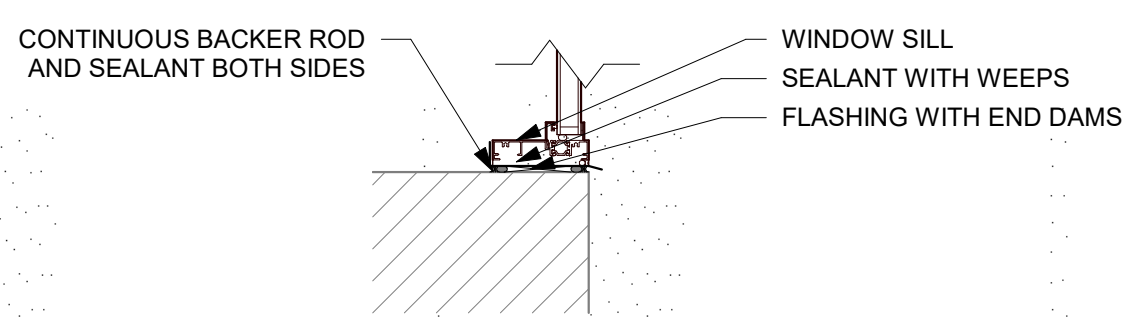
DOOR TYPES
1/4" = 1'-0"



F WINDOW HEAD
1 1/2" = 1'-0" REF FROM: 3 / A2.02



E WINDOW JAMB
1 1/2" = 1'-0" REF FROM: 3 / A2.02



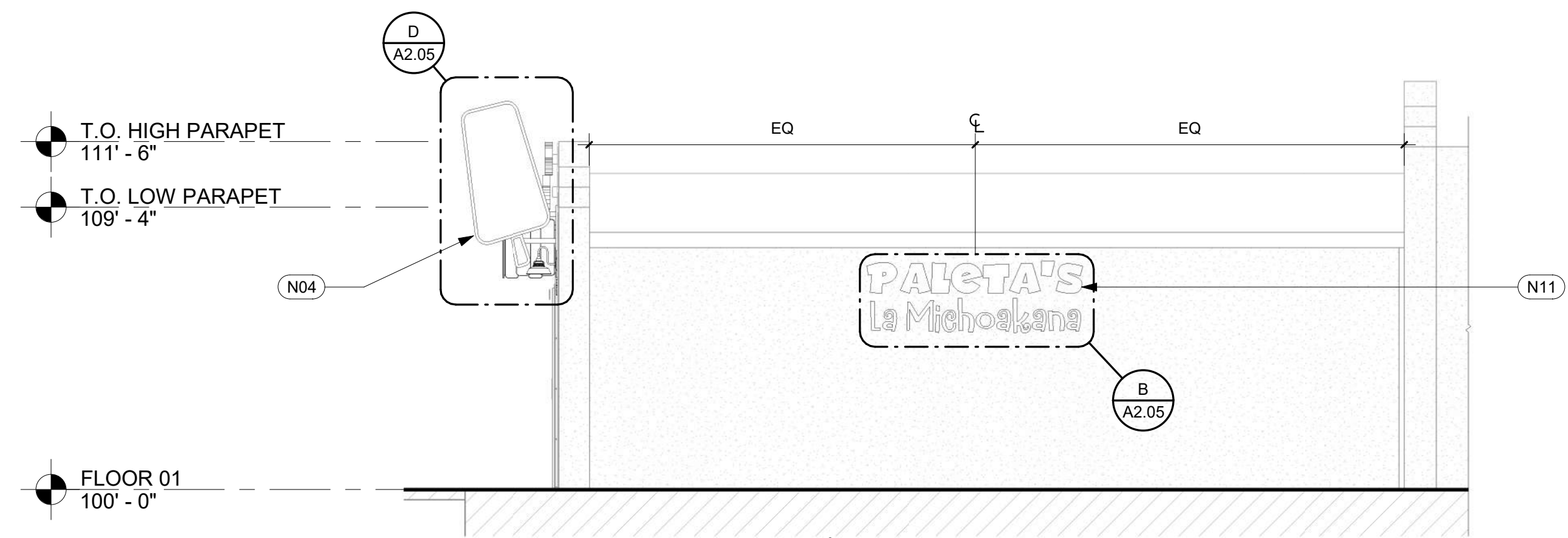
D WINDOW SILL
1 1/2" = 1'-0" REF FROM: 3 / A2.02

FINISH LEGEND

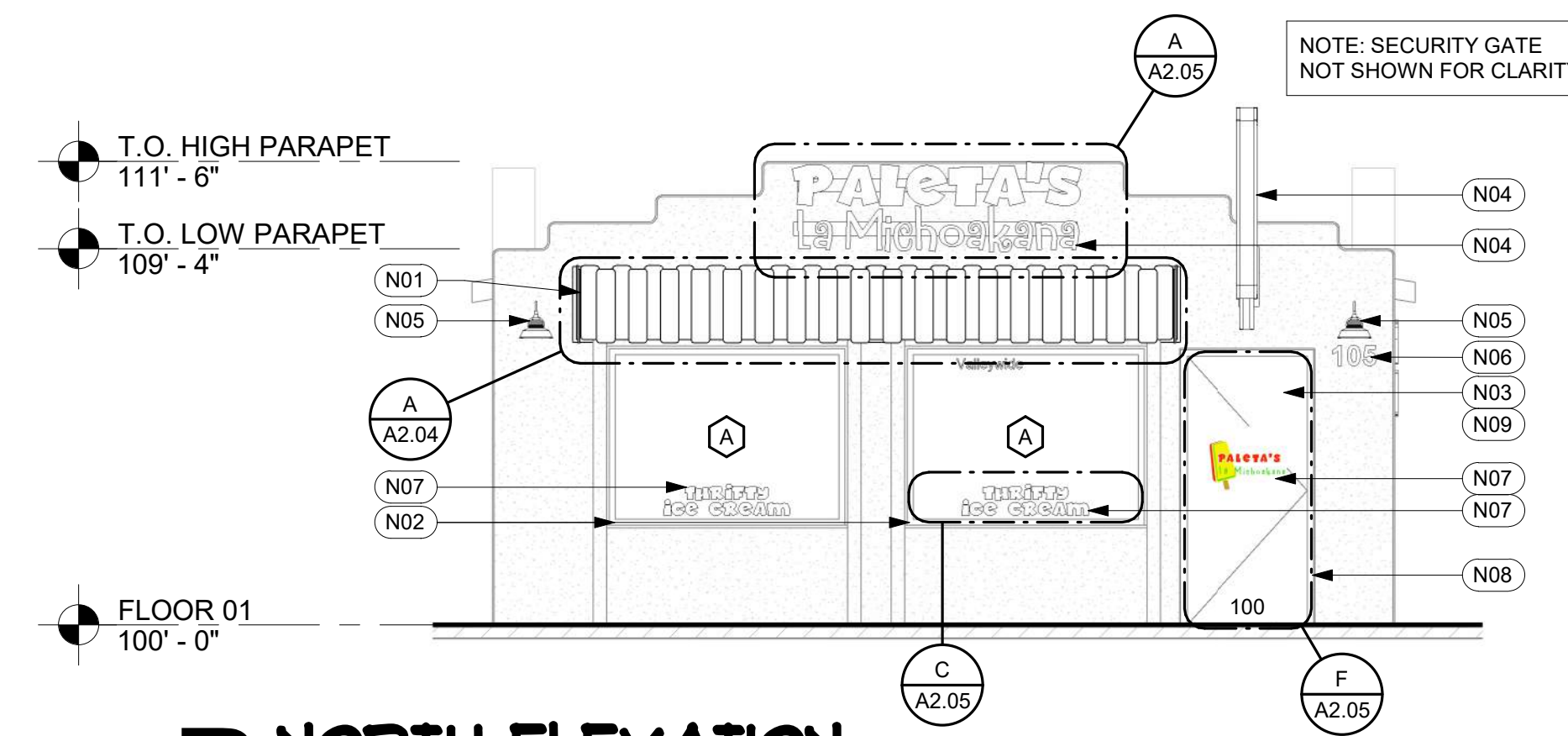
WALL FINISH	
PT-1	ACCENT PAINT MANUF: PPG STYLE: SEMI-GLOSS COLOR: PPG1188-5 SIESTA ROSE
PT-2	ACCENT PAINT MANUF: PPG STYLE: SEMI-GLOSS COLOR: PPG1214-3 BANANA BRULEE
PT-3	ACCENT PAINT MANUF: PPG STYLE: SEMI-GLOSS COLOR: PPG1224-6 CELERY SPRIG
PT-4	GENERAL WALL PAINT MANUF: PPG STYLE: SEMI-GLOSS COLOR: MATCH EXISTING
PT-5	PAINT MANUF: PPG STYLE: SEMI-GLOSS COLOR: MATCH WINDOW FRAME FINISH
PT-6	POPSICLE STICK MANUF: TBD STYLE: TBD COLOR: TBD

GENERAL KEYNOTES

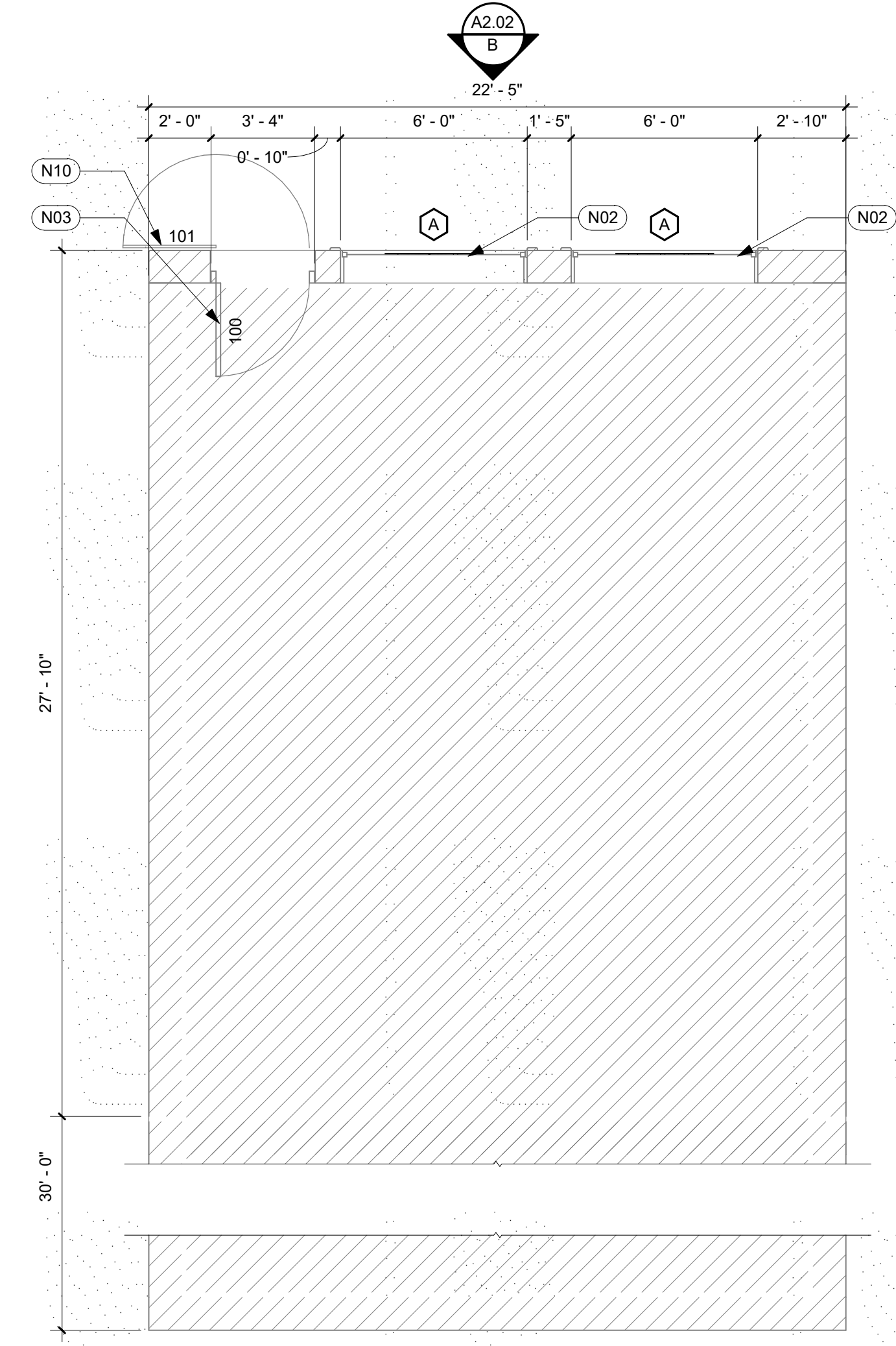
N01	ALUMINUM FRAME AND SLAT COVER OVER EXISTING COILING SECURITY GRILL
N02	ALUMINUM FRAME AND WINDOW SYSTEM. FIELD VERIFY EXISTING OPENING.
N03	ADD ALTERNATE #2.3 - NEW DOOR. EXISTING HOLLOW METAL FRAME TO REMAIN. FIELD VERIFY DIMENSIONS.
N04	NEW BACKLIT ACRYLIC AND ALUMINUM SIGN. REFER TO SIGN ELEVATIONS AND DETAILS. VERIFY CONTENT WITH OWNER.
N05	EXTERIOR LED WALL SCONCE.
N06	6" EXTRUDED ALUMINUM STREET NUMBER ON 1/2" STANDOFF. DARK BRONZE ANODIZED FINISH.
N07	WINDOW DECAL. REFER TO DECAL DETAILS. VERIFY FONT & CONTENT WITH OWNER.
N08	EXISTING DOOR FRAME TO REMAIN. PAINT PT-4.
N09	EXISTING DOOR TO REMAIN. PAINT PT-5.
N10	ADD ALTERNATE #2.4 - STEEL SECURITY DOOR.
N11	ADD ALTERNATE #2.1 - EXTRUDED ALUMINUM SIGNAGE ON 1/2" STANDOFF. REFER TO DETAILS FOR FINISH.



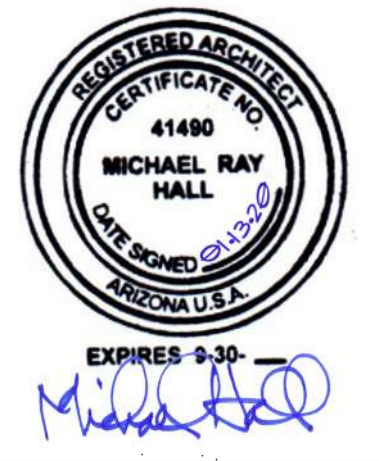
C WEST ELEVATION
1/4" = 1'-0" REF FROM: A / A2.02



B NORTH ELEVATION
1/4" = 1'-0" REF FROM: A / A2.02



A FLOOR PLAN
1/4" = 1'-0"



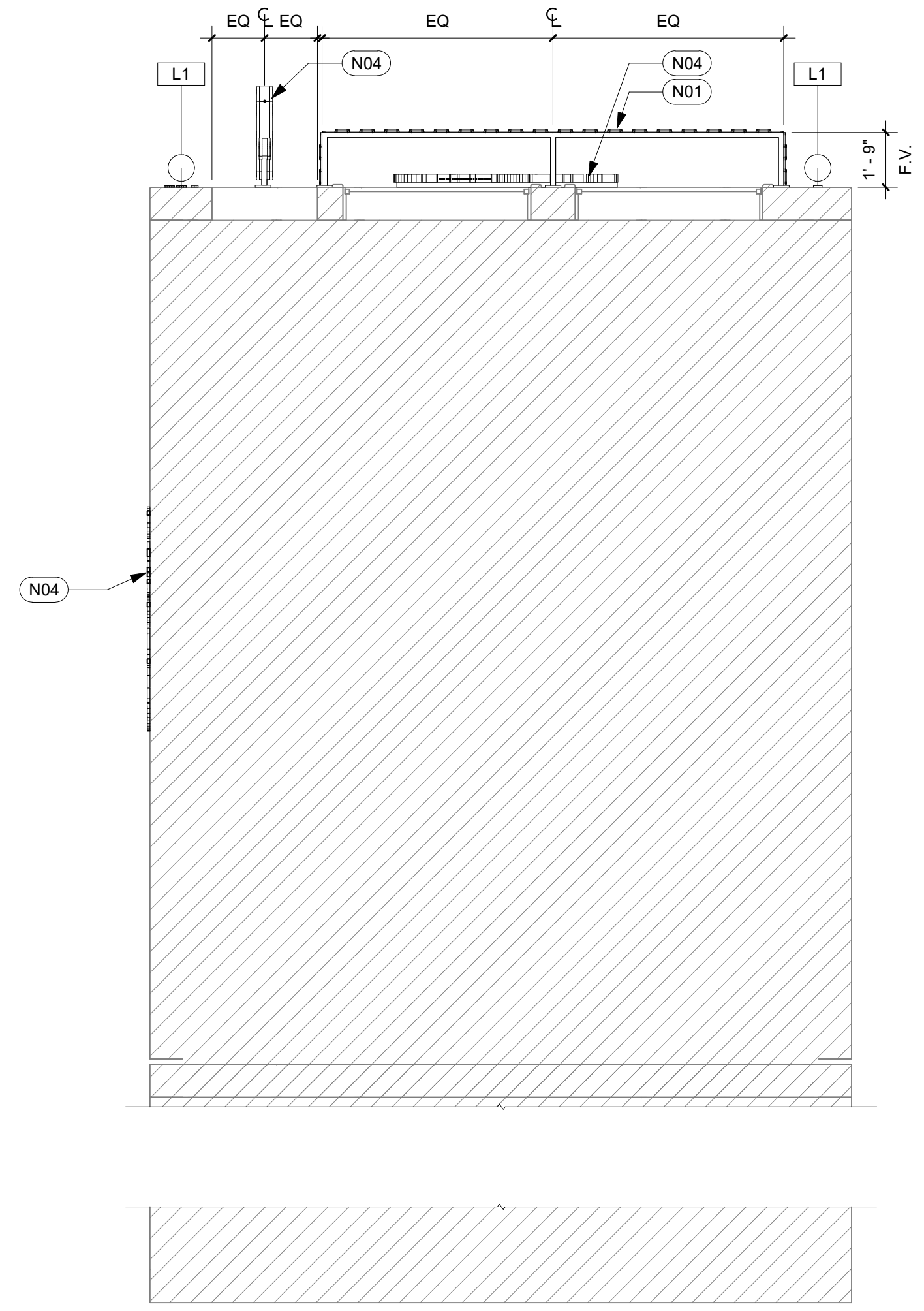
GENERAL ELECTRICAL NOTES

1. MATERIALS FURNISHED SHALL BE NEW. MATERIALS SHALL BE A MANUFACTURER'S STANDARD AND ESTABLISHED PRODUCT LINE, AND SHALL BE LISTED AND LABELED FOR THE APPLICATION BY UNDERWRITER'S LABORATORIES (U.L.), OR SHALL BE CERTIFIED BY OTHER APPROVED LABORATORY OR BY THE BUILDING OFFICIAL HAVING JURISDICTION.
2. THE PLANS ACCOMPANYING THESE SPECIFICATIONS ARE GENERALLY DIAGRAMMATIC AND DO NOT SHOW ALL DETAILS REQUIRED FOR THE COMPLETE WORK. ESTABLISH DETAILS OF THE WORK AS NECESSARY TO PROVIDE FOR THE COMPLETE INSTALLATION OF SYSTEMS AND MATERIALS. ARRANGE THE WORK SO AS TO AVOID INTERFERENCE WITH OTHER BUILDING COMPONENTS OR SYSTEMS AS ACTUALLY INSTALLED.
3. COMPLY WITH APPLICABLE OR NECESSARY JOB SAFETY PROVISIONS.
4. PROVIDE FOR SYSTEM RACEWAYS, OUTLET BOXES, PULL "WIRES" OR "CORDS", OUTLET BOX OPENINGS, BOX EXTENSIONS, DEDICATED RECEPTACLES, BACKBOARDS, ETC. AS SPECIFIED AND INDICATED.
5. ELECTRICAL SYSTEMS, EQUIPMENT, AND SUPPORTING STRUCTURES SHALL BE COMPLETELY AND EFFECTIVELY GROUNDED. BONDING JUMPERS SHALL BE PROVIDED WHERE NECESSARY. METAL ELECTRICAL RACEWAYS AND FITTINGS, JOINTS AND CONNECTIONS AT EQUIPMENT SHALL BE MECHANICALLY AND ELECTRICALLY SECURED TO PROVIDE AN APPROVED EQUIPMENT OR ENCLOSURE GROUNDING MEANS, EVEN WHEN NO OTHER SEPARATE GROUNDING MEANS ARE ALSO PROVIDED OTHER INHERENTLY OR BY BONDING.
6. WHERE GREEN GROUNDING CONDUCTORS ARE NOT INDICATED SPECIFICALLY FOR EACH BRANCH CIRCUIT BY THE DRAWINGS, PROVIDE FOR EACH RACEWAY A GREEN A GREEN #12 GROUNDING CONDUCTOR IN ADDITION TO BRANCH CIRCUIT CONDUCTORS INDICATED.
7. UNLESS OTHERWISE INDICATED OR DIRECTED FOR SPECIAL APPLICATIONS, WIRING DEVICES SHALL BE INSTALLED WITH TOP-OF-BOX MOUNTING HEIGHT ABOVE FINISHED FLOOR BETWEEN 18-INCHES AND 48-INCHES, AS REQUIRED BY HANDICAPPED CODES. MOUNTING HEIGHT FOR SPECIFIC DEVICES SHALL BE AS SCHEDULED BY THE PLANS.
8. ELECTRICAL CONDUCTORS SHALL BE COLOR CODED AS REQUIRED BY CODE: EQUIPMENT GROUND: GREEN. PHASE CONDUCTORS: RED, BLUE, BLACK, NEUTRAL, WHITE
9. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY NONFUNCTIONING MATERIAL OR POTENTIALLY UNSAFE CONDITION WITHIN THE PROJECT SYSTEMS THAT IS OBSERVED DURING THE CONDUCT OF THE WORK.
10. THE WORK COVERED BY THIS SPECIFICATION SHALL INCLUDE PROVIDING SUPERVISION, LABOR, SUPPLIES, MATERIALS (TO INCLUDE EQUIPMENT), TOOLS, SERVICE, DOCUMENTATION, TESTS & DEMONSTRATIONS, CERTIFICATES, AND DOLLAR COSTS REQUIRED TO CONSTRUCT THE COMPLETE SYSTEMS AS SPECIFIED HEREIN AND AS SHOWN BY THE PLANS AND OTHER RELEVANT DOCUMENTS.
11. SERVICE EQUIPMENT SHALL BE PROVIDED RATED FOR BUILDING LOADS, INCLUDING INTERRUPTING RATINGS. SERVICE EQUIPMENT SHALL BE SERVED USING THE TYPE SERVICE ENTRANCE EQUIPMENT AS INDICATED BY THE PLANS.
12. RECEPTACLES SHALL BE 20A, 125V, SPECIFICATION GRADE, MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE.
13. SWITCHES SHALL BE AS A MINIMUM IS 'HEAVY-DUTY' RATED, QUICK MAKE AND BREAK, SPECIFICATION GRADE, SINGLE THROW DEVICES.
14. DISTRIBUTION EQUIPMENT USING CIRCUIT BREAKER TYPE PROTECTIVE DEVICES SHALL BE USE BOLTED-ON OR 'SQUARE D' I-LINE DEVICES.
15. DISTRIBUTION EQUIPMENT SHALL BE AS INDICATED AND AS MANUFACTURED BY GENERAL ELECTRIC, CUTLER/HAMMER, SQUARE-D, SIEMENS.
16. STARTERS AND DISCONNECT SWITCHES SHALL HAVE QUICK-MAKE AND QUICK-BREAK MECHANISMS, AND BE FULLY ENCLOSED
17. FIXTURE SUPPORTS AND HARDWARE SHALL BE SUITABLE METAL UNLESS OTHERWISE INDICATED. SUPPORT STUDS USED FOR INDOOR FIXTURE OR COMPONENT SUPPORT SHALL BE WOOD DIECAST STUD SHALL NOT BE USED. PROVIDE SEISMIC RESTRAINTS ON ALL FIXTURES PER LOCAL REQUIREMENTS.
18. LAMP SHALL BE MANUFACTURED BY GENERAL ELECTRIC, PHILIPS, OR OSRAM/PENNSYLVANIA.
19. CONDUCTORS SHALL BE OF SOFT DRAWN, ANNEALED COPPER HAVING A CONDUCTIVITY OF NOT LESS THAN 98 PERCENT BY 'ASTM' STANDARDS.
20. UNLESS OTHERWISE REQUIRED BY CODE OR INDICATED:
 - A. CONDUCTORS NO. 12 AWG AND NO. 10 AWG SIZE SHALL BE SOLID.
 - B. CONDUCTORS NO. 8 AWG SIZE AND LARGER SHALL BE STANDARD.
21. RIGID STEEL AND IMC STEEL CONDUIT SHALL BE HOT DIP GALVANIZED. STEEL EMT SHALL BE HOT DIP GALVANIZED OUTSIDE, AND ENAMEL OR GALVANIZED FINISHED INSIDE.
22. EMT COUPLINGS AND CONNECTORS SHALL BE METAL AND SET-SCREW TYPE.
23. UNLESS OTHERWISE INDICATED, WIRING DEVICES SHALL BE:
 - A. SWITCHES: HUBBELL 1221 OR EQUAL.
 - B. RECEPTACLES: HUBBELL OR EQUAL
 - C. COLOR AS SELECTED BY OWNER.
24. FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH UL LISTING RESTRICTIONS AND LOCAL CODES AND ORDINANCES.
25. UNLESS OTHERWISE REQUIRED BY CODE OR FUNCTION OR INDICATED BY THE PLANS, CONDUCTORS FOR POWER AND LIGHTING BRANCH CIRCUITS SHALL BE # 12 AWG MINIMUM.
26. CONDUCTORS SHALL BE CONNECTED BY U.L. APPROVED CONNECTORS. BRANCH CIRCUIT WIRING TO SIZE #8 SHALL BE CONNECTED BY CONNECTORS WITH LIVE SPRING TENSION.
27. RACEWAYS AND CABLE SHALL BE RUN CONCEALED, EXCEPT THAT RACEWAY DESIGNED ONLY FOR SURFACE MOUNTING AND RACEWAYS AND CABLE IN EQUIPMENT ROOMS SHALL BE RUN EXPOSED, UNLESS OTHERWISE INDICATED. CONCEALED CONDUIT RUN ABOVE CEILING LINE SHALL BE SUPPORTED INDEPENDENTLY OF CEILING CONSTRUCTION. WHERE CEILINGS OF THE LAY-IN TYPE MAY BE USED, CONDUITS MUST BE INSTALLED HIGH ENOUGH TO PERMIT REMOVAL OF CEILING PANELS OR EQUIPMENT.
28. UNLESS OTHERWISE INDICATED, RACEWAY SHALL BE AS FOLLOWS:
 - A. CONCEALED INSIDE WHERE NOT IN WET OR DAMP LOCATIONS AND NOT EXPOSED TO MECHANICAL INJURY, AND USED FOR 120V/20A BRANCH CIRCUITS. ELECTRICAL METALLIC TUBING (EMT).
 - B. FINAL CONNECTION RACEWAYS IN DRY LOCATIONS SERVING LIGHTING FIXTURES, OR OTHER NON-MOTOR EQUIPMENT LIKELY TO REQUIRE MOVEMENT FOR ADJUSTMENT OR LIKELY TO TRANSMIT SHOCK OR VIBRATION INTO THE RACEWAY SYSTEM, BUT NOT REQUIRING FLEXIBILITY FOR OPERATION, AND WHERE APPROVED FOR THE APPLICATION SHALL BE FLEXIBLE METALLIC TUBING(FLEX) WHERE APPROVED FOR THE APPLICATION.
29. BOXES SHALL NOT BE INSTALLED BACK-TO-BACK AND THRU-WALL TYPE BOXES SHALL NOT BE USED DUE TO TRANSMISSION OF SOUND OR HEAT AND SMOKE. OFFSET TO MAINTAIN FIRE RATING PER UL REQUIREMENTS.
30. SUSPENDED CEILING CONSTRUCTION SHALL NOT BE USED TO SUPPORT RACEWAYS, BOXES OR OTHER ITEMS, EXCEPT AS ALLOWED BY CODE, ACCEPTED BY THE ENGINEER, AND ACCEPTED BY THE ARCHITECT IN WRITING FOR THE SPECIFIC ITEMS TO BE SUPPORTED.
31. COVER PLATES FOR FLUSH, DRY, ORDINARY LOCATIONS SHALL BE STANDARD CONFIGURATIONS, ONE PIECE, STANDARD SIZE PLATES WITH MATCHING SCREWS, AND HAVING MATERIALS, STYLES, AND FINISHES AS SELECTED BY ARCHITECT.
32. CONFIRM THE FOLLOWING WITH OWNER PRIOR TO ROUGH-IN: EXACT LOCATIONS OF RECEPTACLES AND VOICE/DATA/TV OUTLETS; EXACT CONNECTION REQUIREMENTS OF OWNER-FURNISHED EQUIPMENT.
33. EMPTY CONDUIT EXISTING FROM THE INTERIOR TO THE EXTERIOR OF THE BUILDING SHALL BE FILLED WITH AN APPROVED MATERIAL TO PREVENT CIRCULATION OF WARM AIR TO A COLDER SECTION OF THE RACEWAY PER NEC 300.7A
34. WORK SHALL BE FURNISHED AND INSTALLED AS A MINIMUM IN ACCORDANCE WITH THE APPLICABLE REQUIREMENT AND RECOMMENDATIONS OF THE LATEST LOCALLY ADOPTED EDITION OF CODES AND STANDARDS OF THE FOLLOWING:
 - A. NATIONAL ELECTRICAL CODE (NEC) – NFPA 70
 - B. ENERGY CODE – ASHRAE/IESNA 90.1
 - C. LIFE SAFETY CODE – NFPA 101
 - D. OTHER NFPA STANDARDS 90A AND 99
 - E. GAS 120-3-20
 - F. U.L. STANDARDS AND LISTING REQUIREMENTS AND NEMA STANDARDS
 - G. FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, CODES, AND RULINGS OF BUILDING OFFICIALS HAVING JURISDICTION IN AVONDALE, AZ.

LIGHTING FIXTURE SCHEDULE

TYPE MARK	DESCRIPTION	MANUFACTURER	MODEL	VOLTS	MOUNTING	LAMP	NOTES
L1	LED WALL SCONCE	SONNEMAN	2361.72-WL	120 VA	SURFACE	LED	1, 2, 3

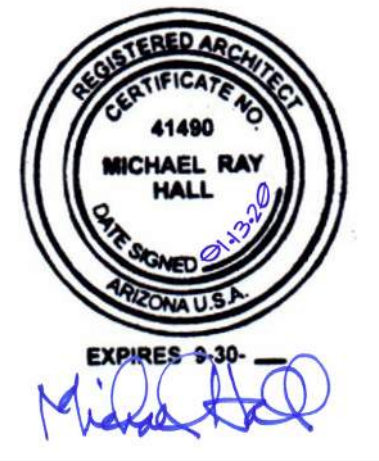
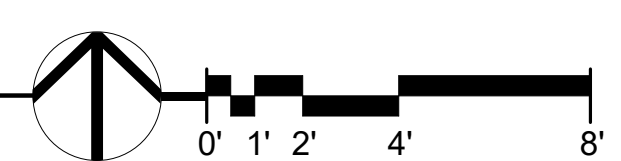
- NOTES
1. ALL EXTERIOR LIGHTING SHALL BE CONNECTED TO AN ELECTRONIC TIME SWITCH WITH AN INTEGRAL ASTRONOMICAL TIME CLOCK.
 2. FIXTURE SHALL BE MOUNTED 7'-6" AFF TO CENTER.
 3. FIELD VERIFY VOLTAGE.



KEYNOTES

N01	ALUMINUM FRAME AND SLAT COVER OVER EXISTING COILING SECURITY GRILL
N02	ALUMINUM FRAME AND WINDOW SYSTEM. FIELD VERIFY EXISTING OPENING.
N03	ADD ALTERNATE #2.3 - NEW DOOR. EXISTING HOLLOW METAL FRAME TO REMAIN. FIELD VERIFY DIMENSIONS.
N04	NEW BACKLIT ACRYLIC AND ALUMINUM SIGN. REFER TO SIGN ELEVATIONS AND DETAILS. VERIFY CONTENT WITH OWNER.
N05	EXTERIOR LED WALL SCONCE.
N06	6" EXTRUDED ALUMINUM STREET NUMBER ON 1/2" STANDOFF. DARK BRONZE ANODIZED FINISH.
N07	WINDOW DECAL. REFER TO DECAL DETAILS. VERIFY FONT & CONTENT WITH OWNER.
N08	EXISTING DOOR FRAME TO REMAIN. PAINT PT-4.
N09	EXISTING DOOR TO REMAIN. PAINT PT-5.
N10	ADD ALTERNATE #2.4 - STEEL SECURITY DOOR.
N11	ADD ALTERNATE #2.1 - EXTRUDED ALUMINUM SIGNAGE ON 1/2" STANDOFF. REFER TO DETAILS FOR FINISH.

A REFLECTED CEILING PLAN
1/4" = 1'-0"



ASBFI - Project #2 - Paletas La Michoakana

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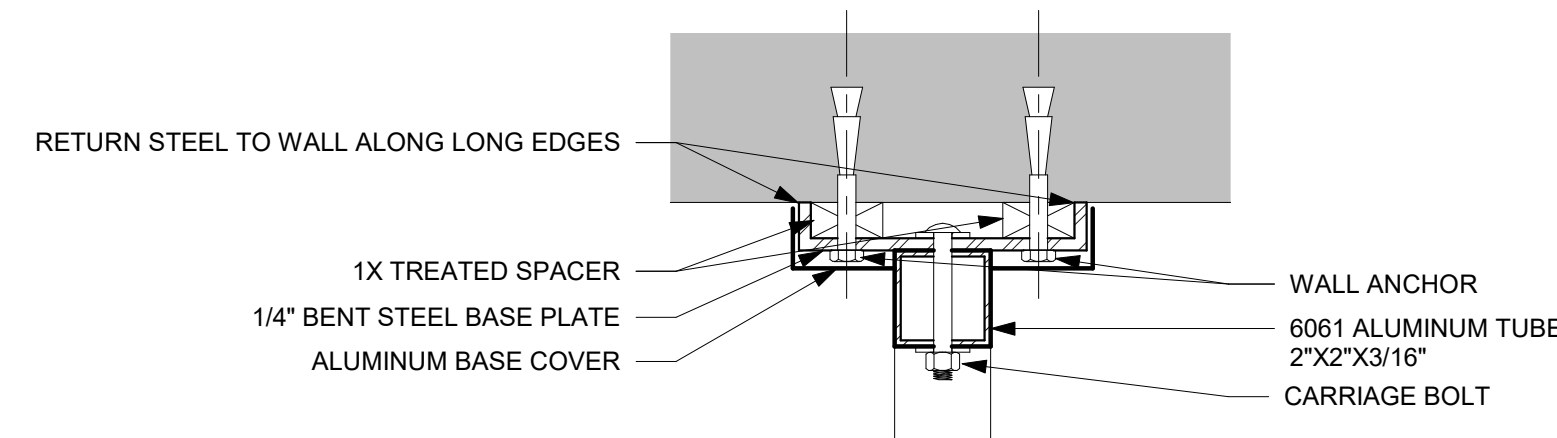
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SHEET NAME:
Reflected Ceiling Plan and Electrical Notes
SHEET NUMBER:
A2.03

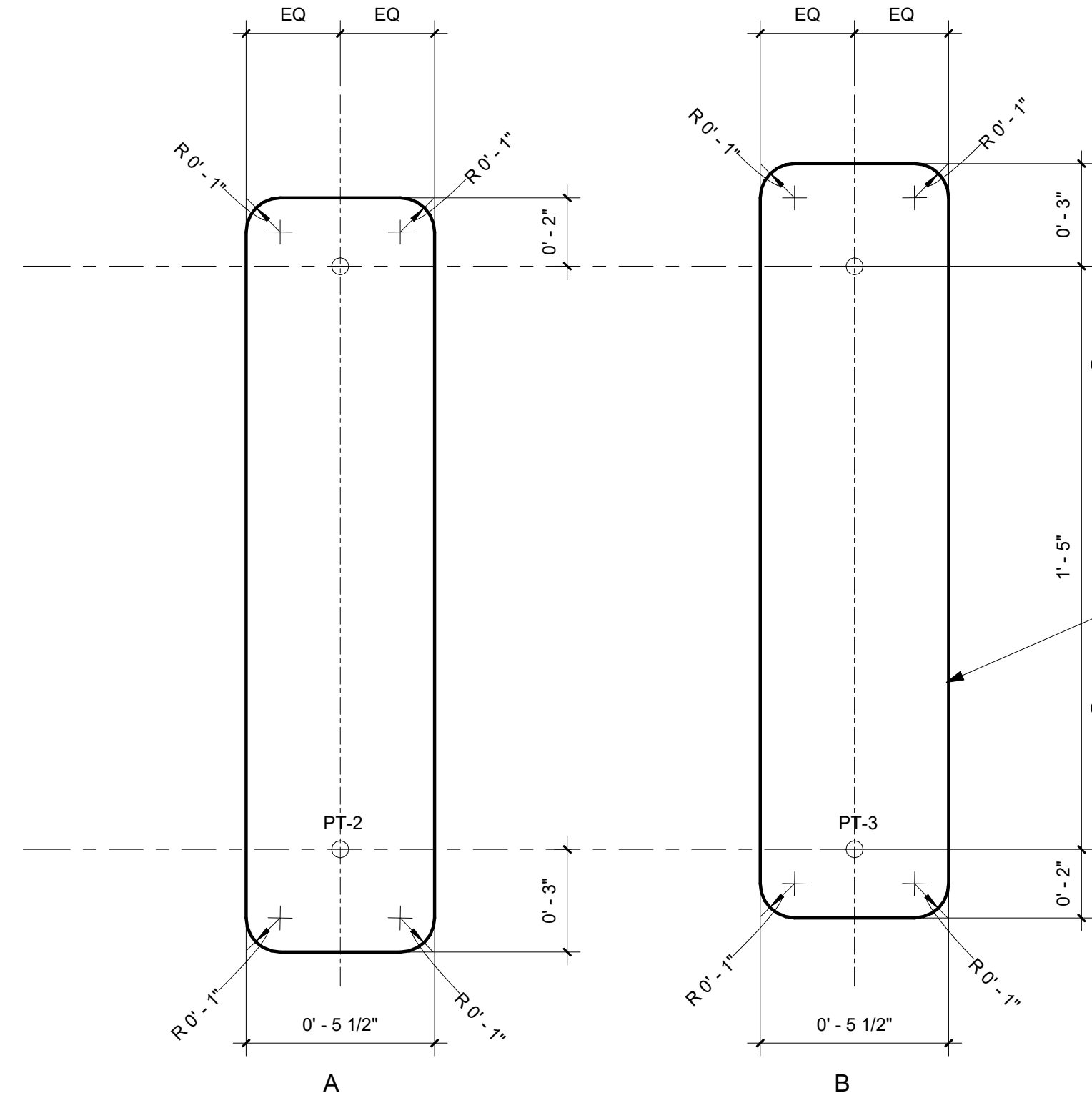
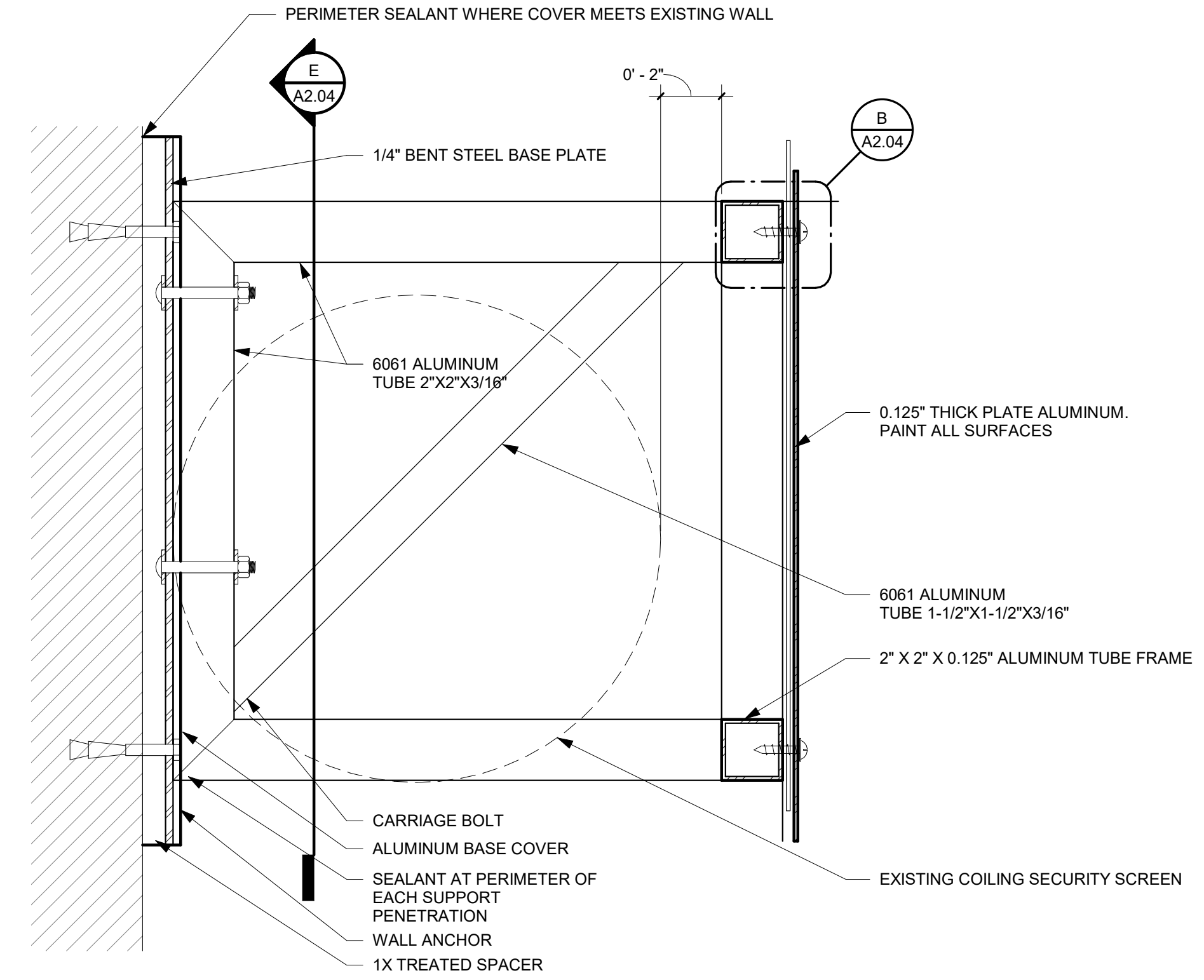
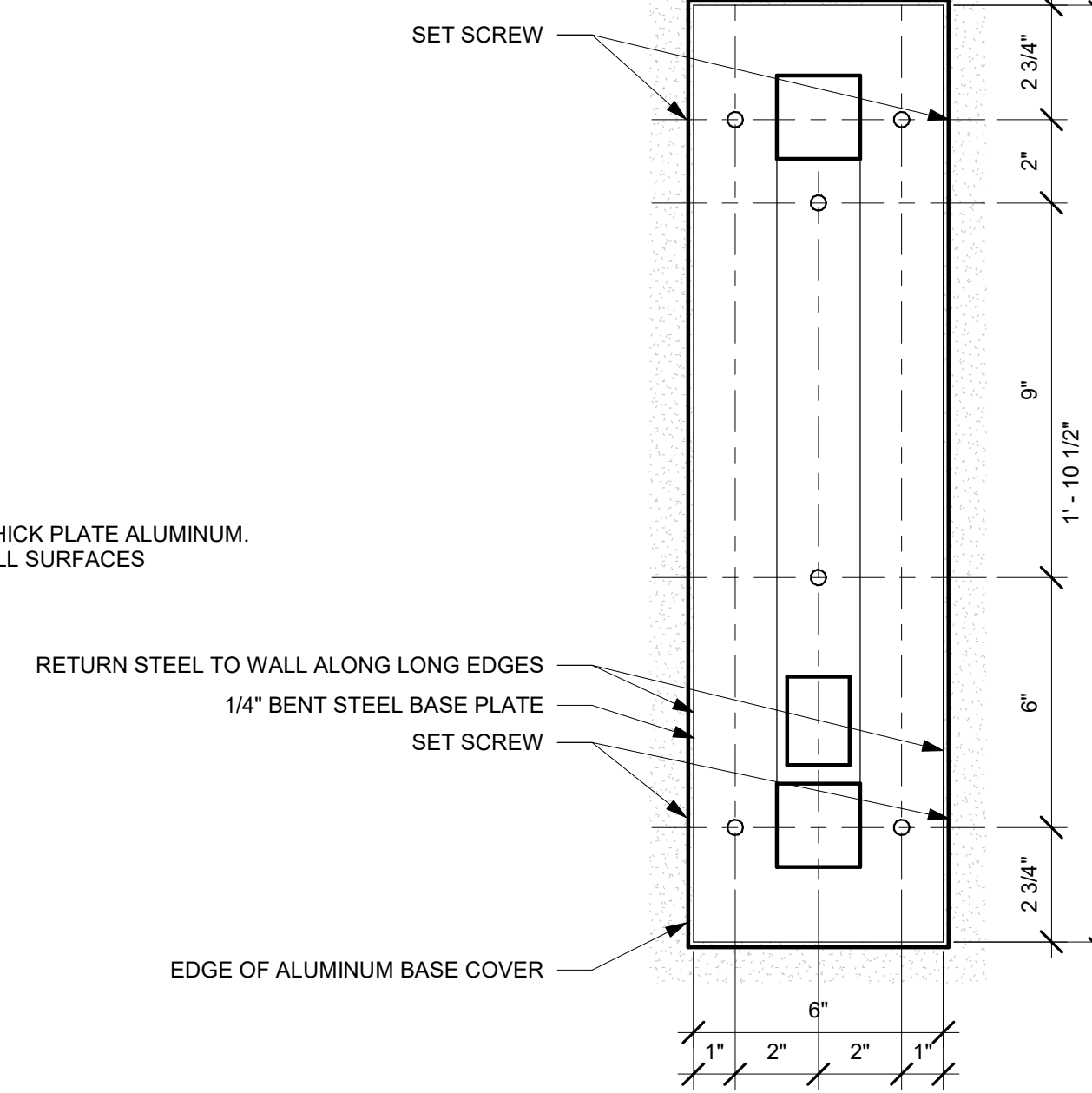


FASTENER SCHEDULE

WALL ANCHOR
SEE STRUCTURAL RECOMMENDATIONS



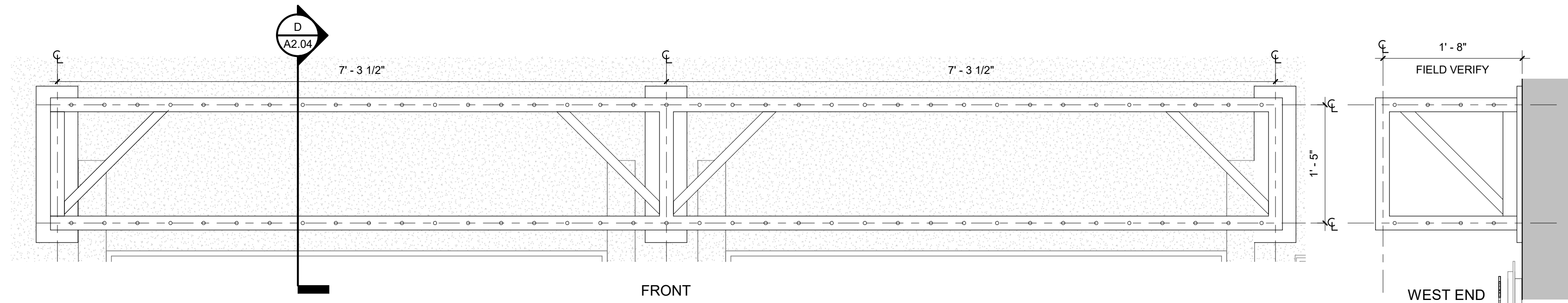
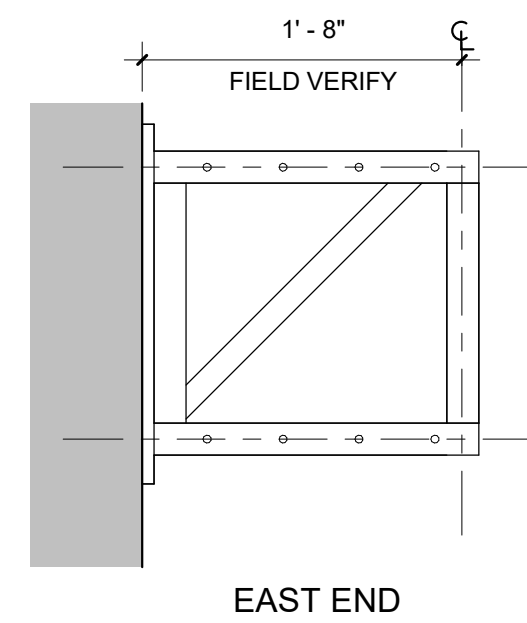
G COVER BASE PLAN
3" = 1'-0"



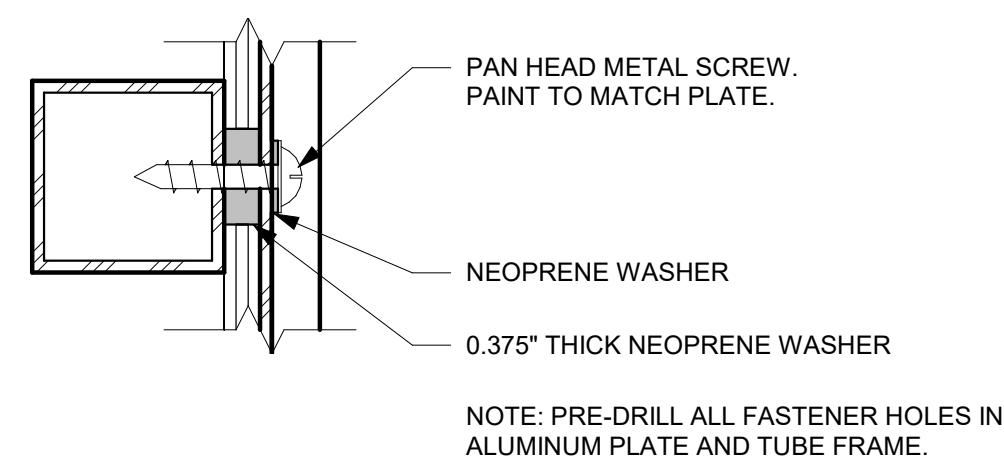
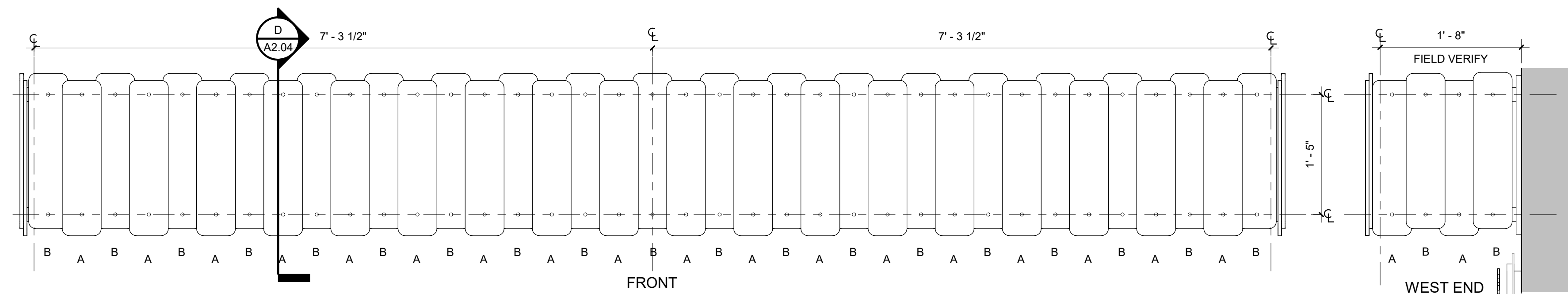
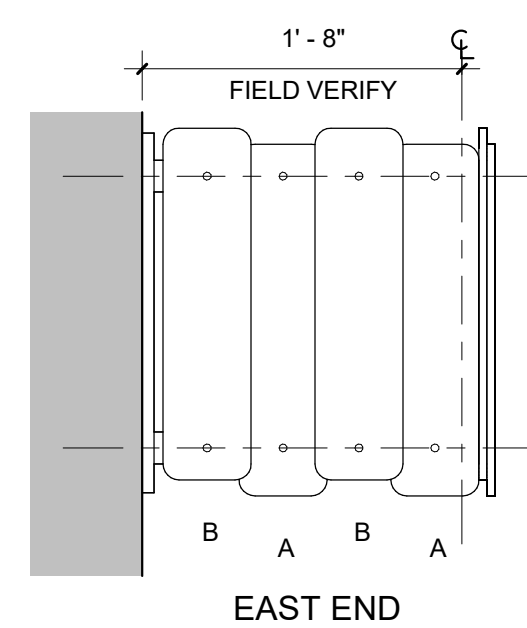
F ALUMINUM SLAT
3" = 1'-0"

E COVER BASE PROFILE
3" = 1'-0" REF FROM: D / A2.04

D SECTION AT COVER
3" = 1'-0" REF FROM: A / A2.04



C FRAME AT COILING SECURITY DOOR
1" = 1'-0"



B DETAIL
6" = 1'-0" REF FROM: D / A2.04

A COVER AT COILING SECURITY DOOR
1" = 1'-0" REF FROM: B / A2.04

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Sections and Details

SHEET NUMBER:
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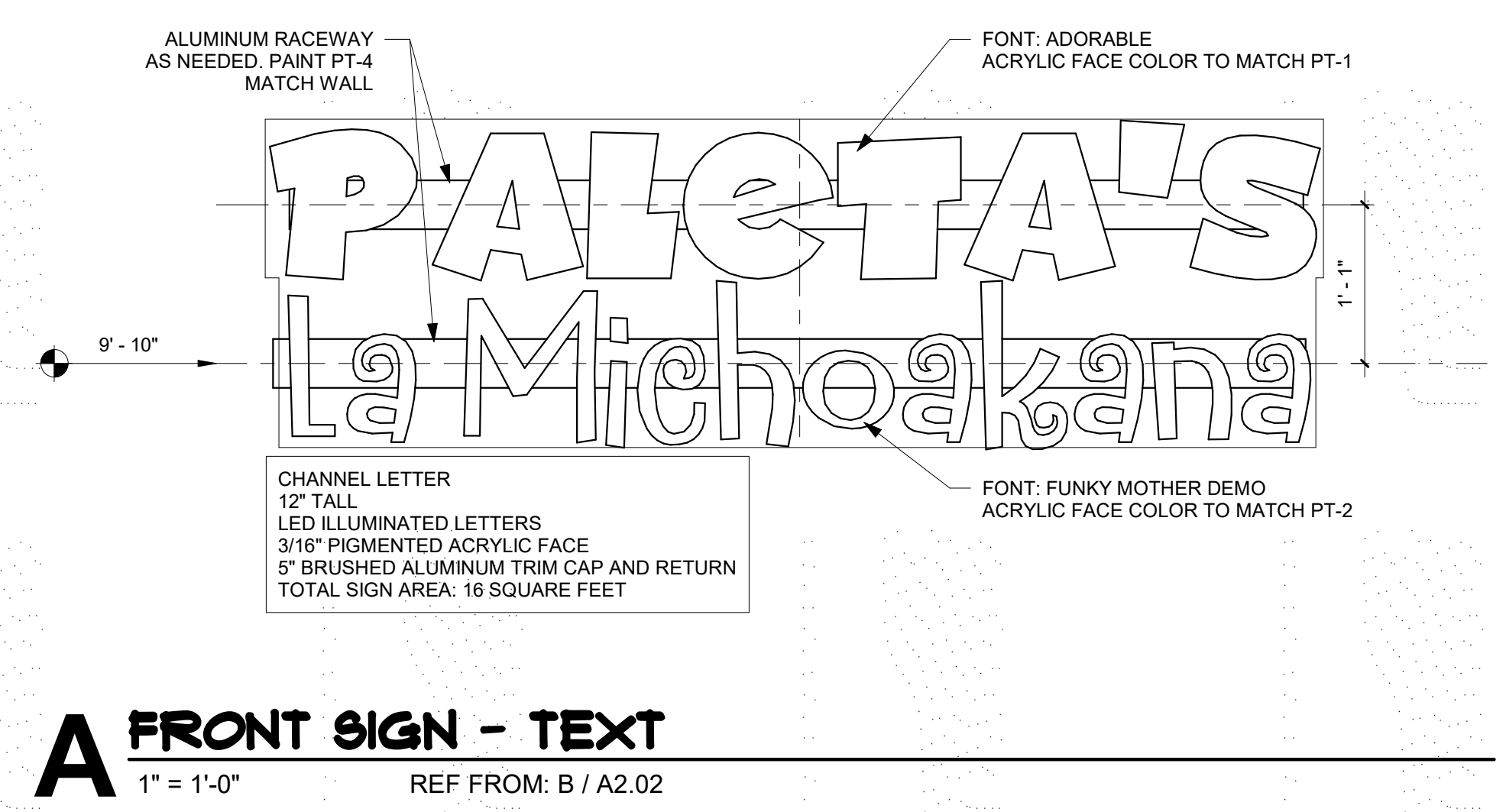
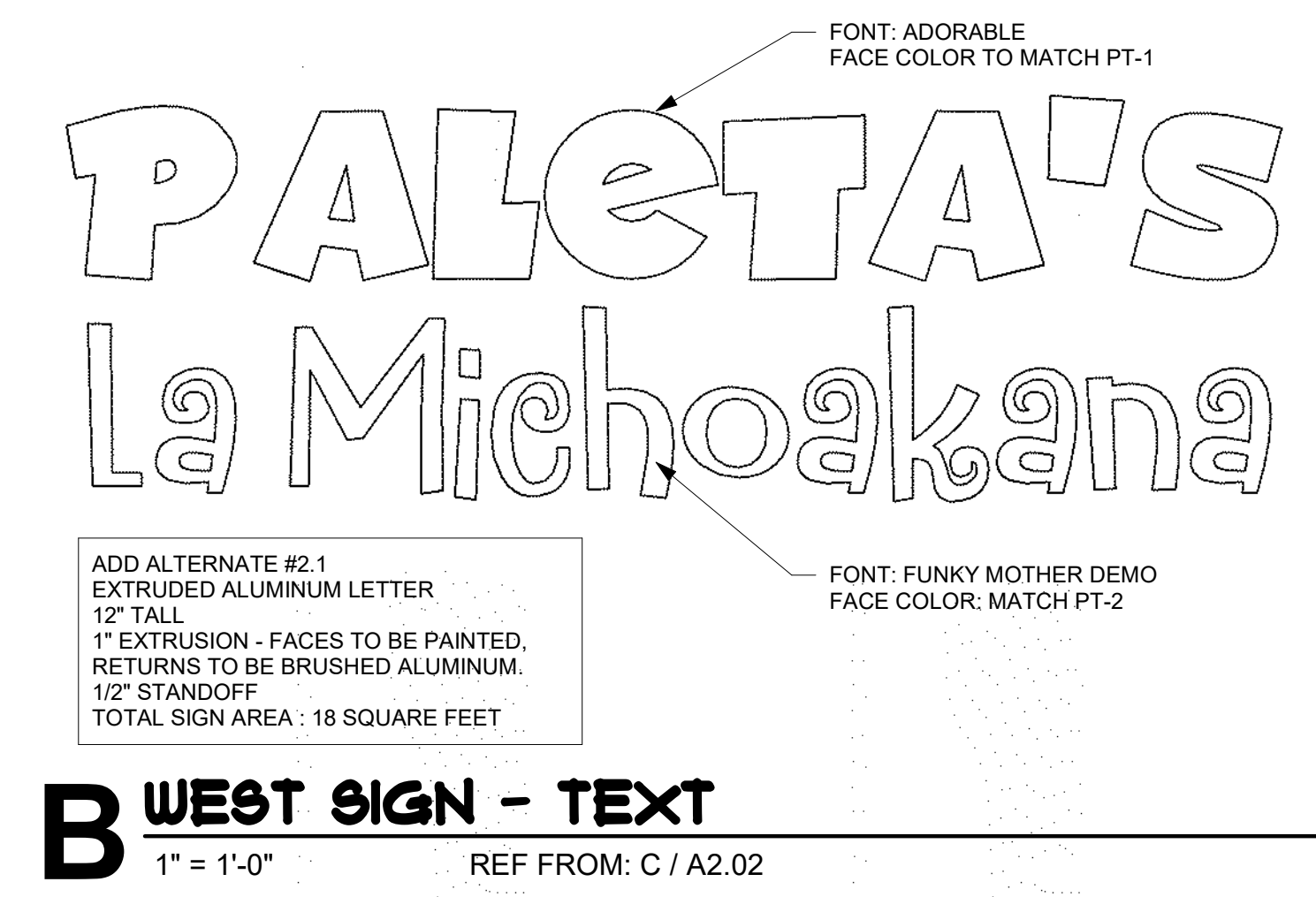
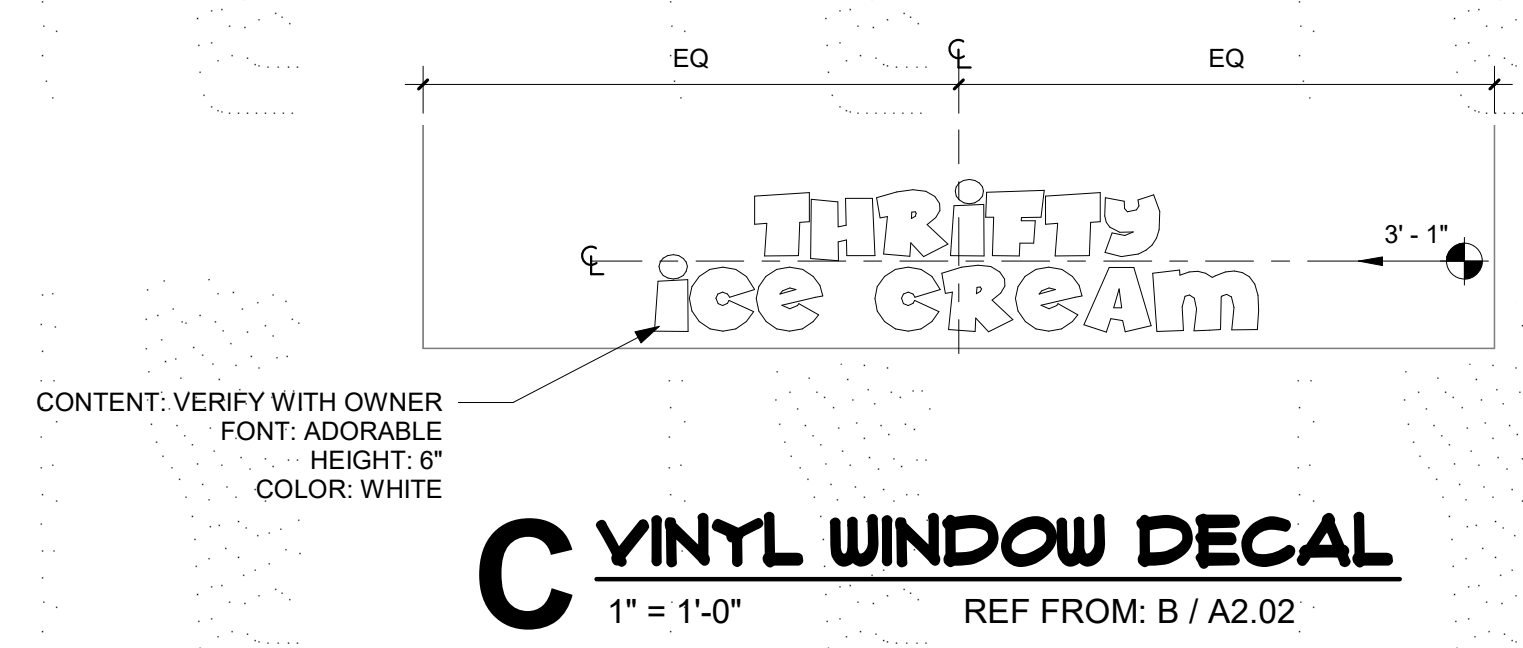
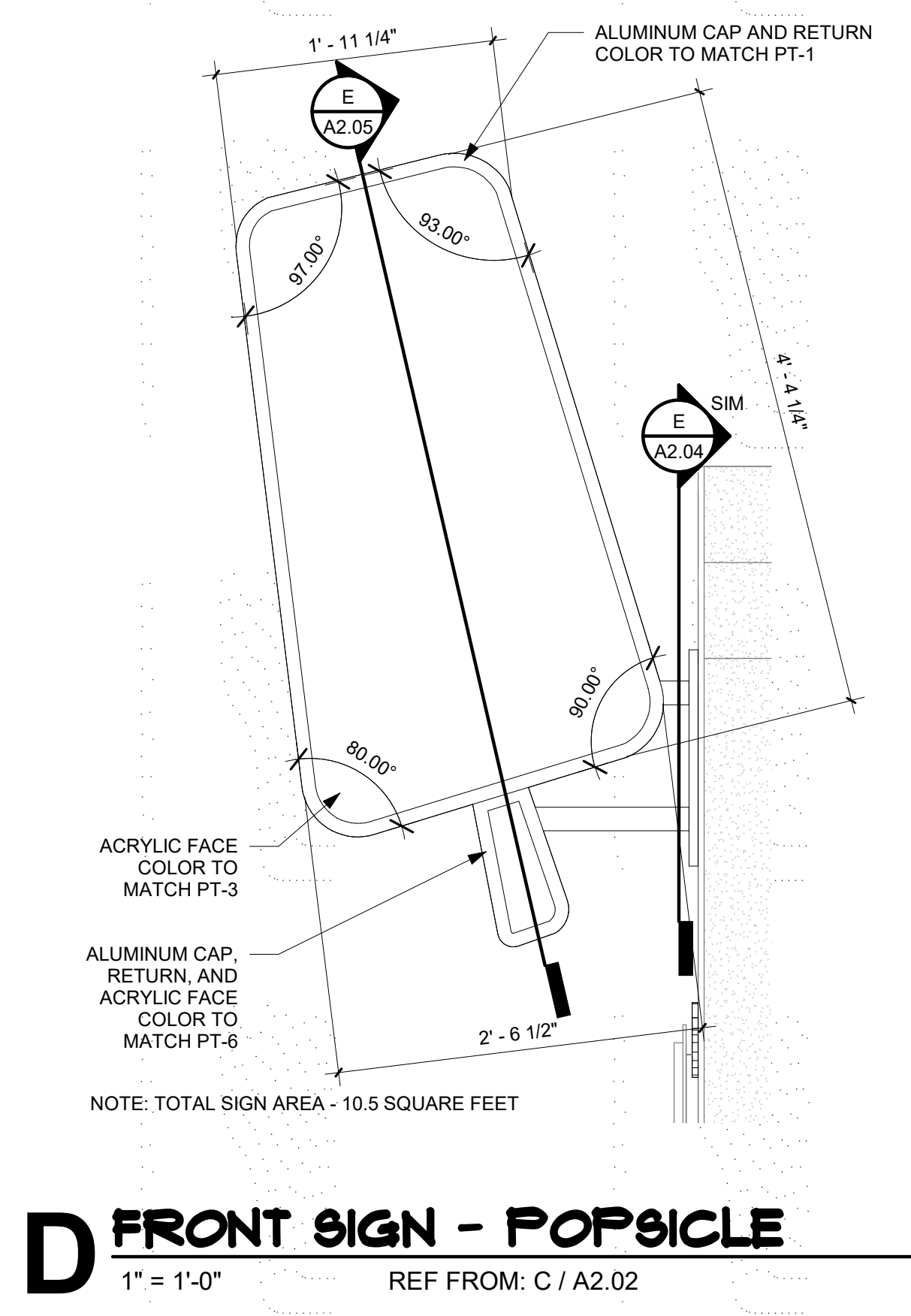
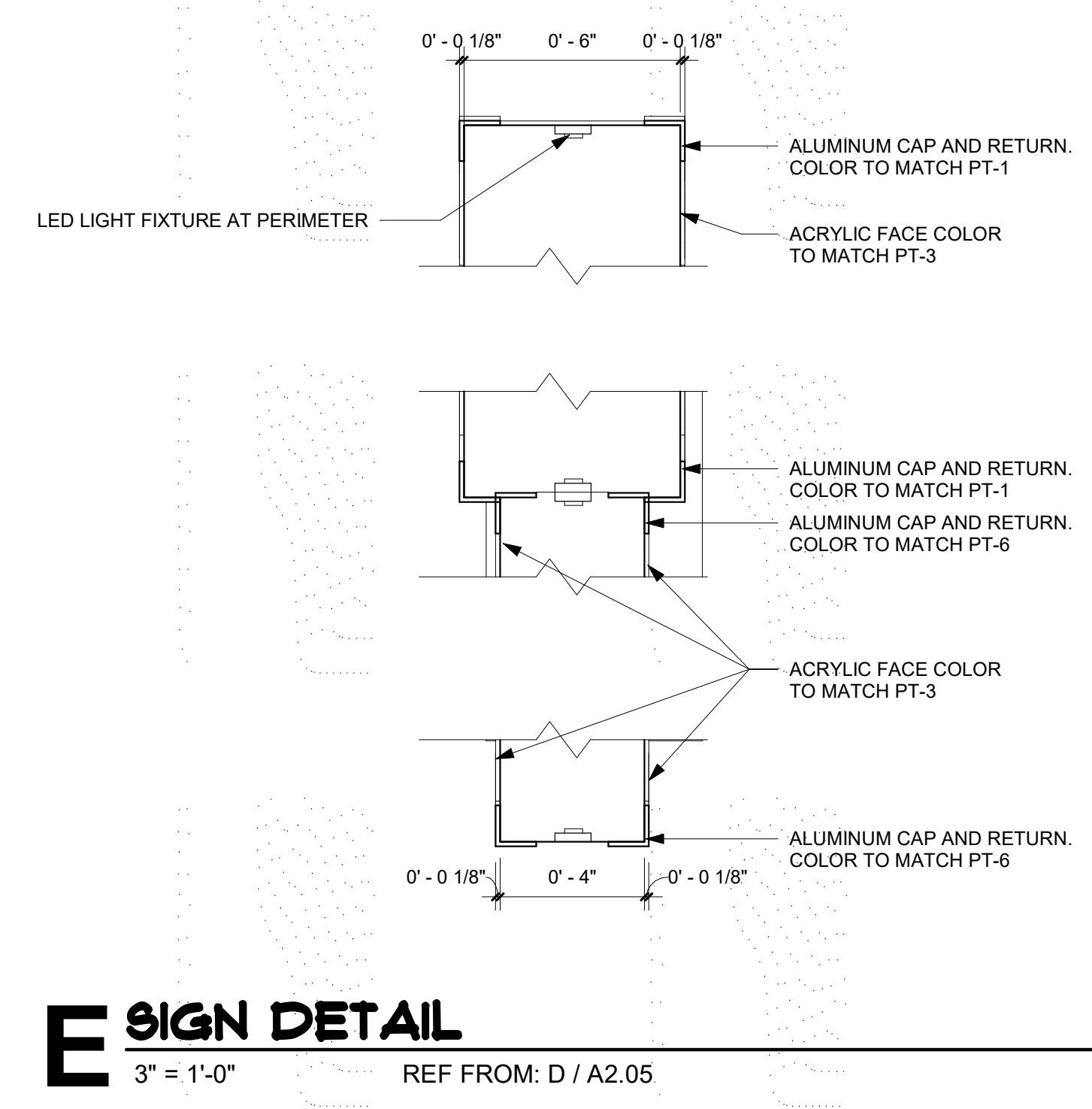
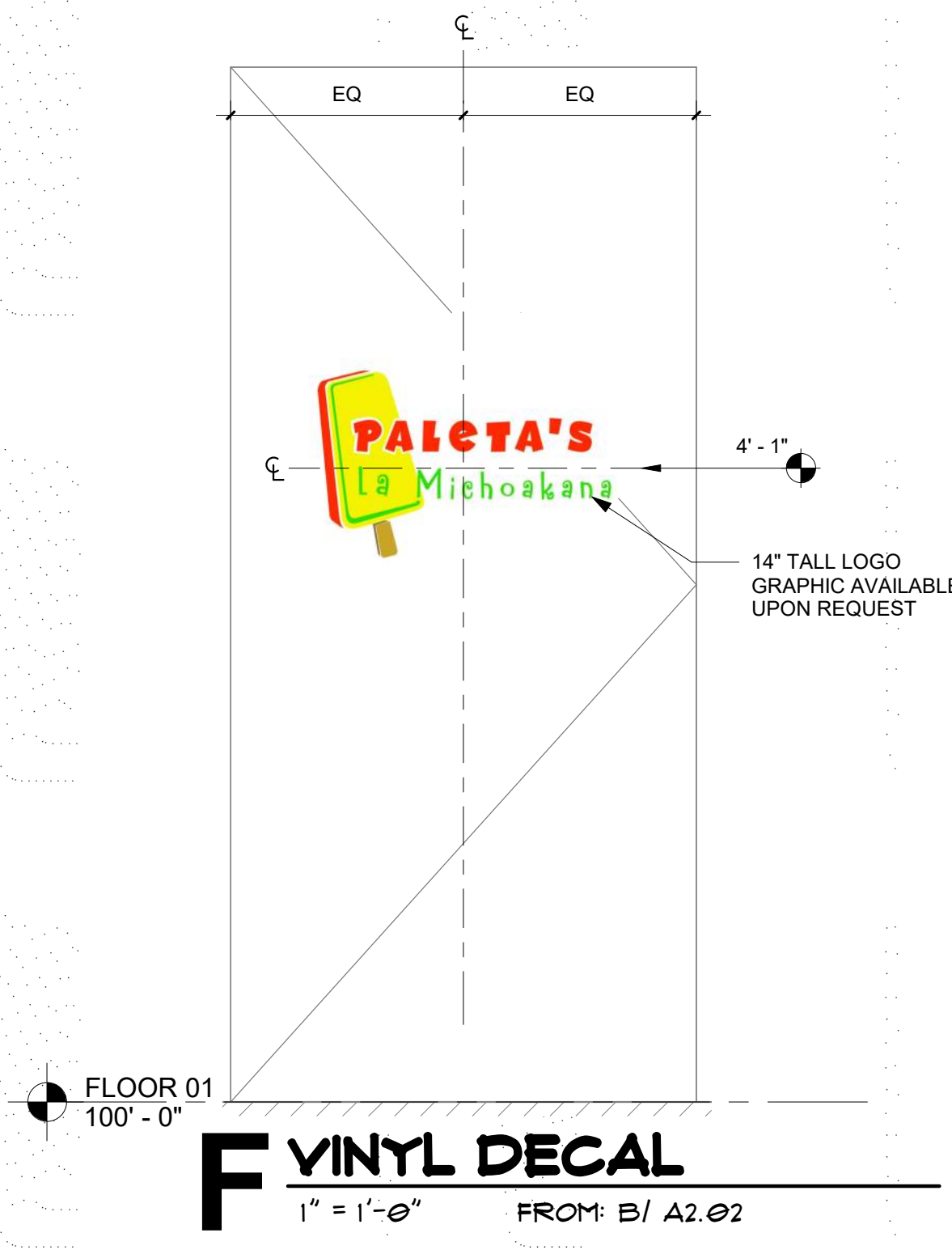
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Signage

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ALLIANCE NOTARY SERVICES, LLC

FACADE IMPROVEMENTS



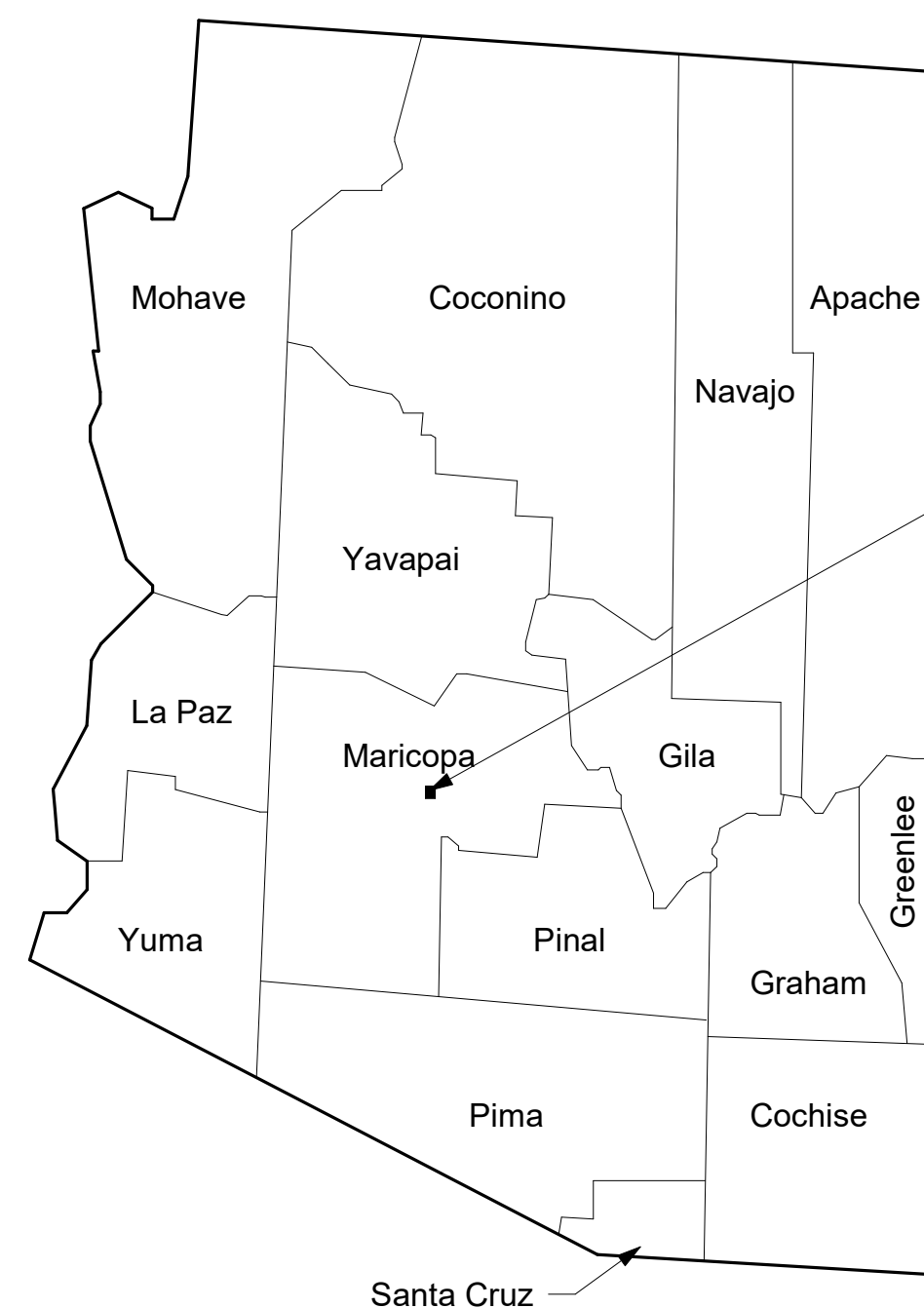
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ASBFI - Project #3 - Alliance Notary

111 E. Western Avenue, Avondale, AZ 85323

CONTACTS	
OWNER'S REPRESENTATIVE:	
NEIGHBORHOOD REVITALIZATION CITY OF AVONDALE 1007 S 3RD ST AVONDALE, AZ 85323 P(623) 333-2725	
ARCHITECT	
GH2 ARCHITECTS 1201 S ALMA SCHOOL RD, SUITE 16100 MESA, AZ 85210 P(480) 699-1945	
STRUCTURAL CONSULTANT:	
ADVANCED STRUCTURAL ENGINEERS 9308 E RAINTREE DR SCOTTSDALE, AZ 85260 P(602) 264-1010	



SYMBOL LEGEND	
BUILDING ELEVATION AND REFERENCE	
BUILDING SECTION AND REFERENCE	
WALL SECTION SYMBOL	
ENLARGED FLOOR PLAN OR PLAN DETAIL REFERENCE	
ELEVATION OR HEIGHT SYMBOL	
KEY NOTE	
DOOR MARK	101
WINDOW MARK	

SHEET INDEX	
A3.00	Cover Sheet
A3.01	Demolition Floor Plans and Elevations
A3.02	Floor Plans and Elevations
A3.03	Reflected Ceiling and Electrical Notes
A3.04	Signage, Wall Sections and Details

ALTERNATES	
1.	NONE

BUILDING CODE INFORMATION	
1.	APPLICABLE CODES AND STANDARDS
A.	2018 INTERNATIONAL BUILDING CODE
B.	2018 INTERNATIONAL EXISTING BUILDING CODE
C.	2017 NATIONAL ELECTRICAL CODE
D.	2018 INTERNATIONAL MECHANICAL CODE
E.	2018 INTERNATIONAL PLUMBING CODE
F.	2018 INTERNATIONAL FUEL GAS CODE
G.	2018 INTERNATIONAL ENERGY CONSERVATION CODE
H.	2010 ADA STANDARDS FOR ACCESSIBLE DESIGN

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SHEET NAME:
Cover Sheet

SHEET NUMBER:
A3.00

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ELECTRICAL DEMOLITION NOTES

1. ALL WORK IS TO BE PERFORMED IN STRICT COMPLIANCE WITH THE NATIONAL ELECTRIC CODE, STATE LAWS, AND ALL OTHER REGULATIONS GOVERNING WORK OF THIS NATURE.
2. MEET WITH OWNER PRIOR TO DEMOLITION TO IDENTIFY EXISTING MATERIALS, SYSTEMS, EQUIPMENT, ETC. ARE CONSIDERED SALVAGE OR DEBRIS. REMOVE DEBRIS FROM SITE AND DISPOSE OF IN AN APPROVED MANNER AS DIRECTED BY OWNER/GENERAL CONTRACTOR, AND INCLUDE ALL ASSOCIATED COSTS IN THE BID.
3. THE CONTRACTOR SHALL VERIFY ALL PANELBOARD AND EQUIPMENT LOCATIONS IN THE FIELD PRIOR TO START OF CONSTRUCTION. SUBMITTING A BID AND STARTING CONSTRUCTIONS MEANS THAT YOU UNDERSTAND THE SITE CONDITIONS AND WILL BE RESPONSIBLE FOR ANY UNFORESEEN EXISTING CONDITIONS NOT EXPLICITLY SHOWN ON THESE DRAWINGS.
4. PRIOR TO DEMOLITION, FIELD VERIFY AND IDENTIFY ANY EXISTING ELECTRICAL AND MECHANICAL EQUIPMENT TO REMAIN. CONTRACTOR TO FIELD VERIFY THE EXISTING DEMAND LOAD VS NEW ADDITIONAL ELECTRICAL LOADS TO EXISTING ELECTRICAL SERVICE. CONTRACTOR TO ENSURE THAT NEW EQUIPMENT LOAD SHOULD NOT EXCEED THE MAXIMUM ELECTRICAL RATING FOR EXISTING ELECTRICAL EQUIPMENT. IF REQUIRED, PROVIDE UPGRADE TO EXISTING ELECTRICAL SERVICE AS REQUIRED WITH NO ADDITIONAL COST TO OWNER. NOTIFY ENGINEER AND OWNER FOR SUCH CONDITIONS AS REQUIRED.
5. PRIOR TO THE INTERRUPTION OF EXISTING FEEDERS OR PANELS, THE CONTRACTOR SHALL VERIFY, BY MEANS OF TRACKING ALL EXISTING CIRCUITS, THAT ALL BRANCH CIRCUITS BEING FED FROM DEMOLISHED/RELOCATED FEEDERS AND PANELS ARE NOT SERVING AREA WHICH ARE TO REMAIN. WHERE NECESSARY, RECONNECT CIRCUITS TO CORRESPONDING NEW OR EXISTING TO REMAIN BRANCH CIRCUIT PANELS. THESE CONDITIONS SHALL APPLY TO FIRE ALARM, COMMUNICATION, CONTROLS AND SPECIAL SYSTEMS.
6. ANY CONCEALED CONDUITS MADE OBSOLETE DUE TO THE DEMOLITION SHALL BE CUT BACK TO FLOOR, WALL OR CEILING WITH THE REMAINING ENDS PLUGGED TO ALLOW REFINISHING OF THE SURFACES. EXISTING CONDUITS THAT ARE IN WALLS OR FLOORS WHICH ARE TO REMAIN AND CONDUIT DOES NOT, AND WILL NOT INTERFERES WITH THE WORK OF ANY TRADE, MAY REMAIN. ALL ABANDONED WIRE SHALL BE REMOVED IN ITS ENTIRETY.
7. UNLESS NOTED OTHERWISE IN THESE DRAWINGS, ALL EXISTING BRANCH CIRCUITS SHALL BE RETAINED FOR RE-USE TO FEED NEW CIRCUITS AND EQUIPMENT. KEEP TRACK OF WHICH CIRCUIT BECOME AVAILABLE DURING DEMOLITION FOR USE IN THE NEW CONSTRUCTION.
8. ANY CONDUIT WHICH REQUIRES REMOVAL DOWN TO THE FLOOR LEVEL SHALL BE CUT EVEN WITH THE FLOOR AND CAPPED INSIDE, AND OPENINGS SHALL BE FILLED WITH CONCRETE PATCHING. REPAIR SURFACES TO MATCH ADJACENT AS REQUIRED.
9. REMOVE ALL ELECTRICAL DEVICES AS REQUIRED BY DEMOLITION. ALL DEMOLITION WORK IS NOT DETAILED ON THESE DRAWINGS. COORDINATE WITH OWNER FOR SCOPE OF DEMOLITION. REMOVAL AND RELOCATION OF SOME EXISTING ELECTRICAL WORK SHALL BE NEEDED FOR SATISFACTORY PERFORMANCE OF THIS AND OTHER TRADES. PROPOSALS SHALL INCLUDE CONSIDERATION FOR ANY AND ALL REQUIRED CHANGES REGARDING DEMOLITION OF DEVICES, REMOVALS, RECONNECTION OR ADDITIONAL WORK AS REQUIRED.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR DISCONNECTING AND DISPOSING OF ALL ELECTRICAL EQUIPMENT, CONDUIT, WIRE, DEVICES, ETC. AS REQUIRED FOR A COMPLETE DEMOLITION. ALL FLUORESCENT LAMPS AND PCB BALLAST SHALL BE DISPOSED OF IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS.
11. WHERE DEMOLITION AND/OR NEW CONSTRUCTION INTERRUPTS EXISTING ELECTRICAL CIRCUITS FEEDING EXISTING EQUIPMENT, DEVICES, OR LIGHTING TO REMAIN, BUT NOT SHOWN ON DRAWINGS. CONTRACTOR TO REWORK CIRCUITRY AS REQUIRED TO MAINTAIN EXISTING OPERATION AND INCLUDE ALL ASSOCIATED COSTS IN THE BID.
12. ALL CIRCUITING AND FEEDERS SERVING AREAS BEYOND THE DEMOLITION ARE SHALL BE MAINTAINED AND REPAIRED AS REQUIRED, AT THE CONTRACTOR EXPENSE, SO THAT ALL SUCH SYSTEMS REMAIN IN OPERATIONS. CONTINUITY SHALL REMAIN AT ALL TIMES WHILE DISCONNECTING EQUIPMENT AND DEVICES FROM CIRCUITS THAT ARE TO REMAIN. CONTINUOUS SERVICE FEEDERS, CIRCUITS, PARTIAL CIRCUITS AND OUTLETS EFFECTED BY DEMOLITION WORK SHALL BE MAINTAINED, EXCEPT WHEN WRITTEN PERMISSION IS PROVIDED BY THE OWNER. ALL WORK REQUIRING SHUT-DOWN OF EXISTING SYSTEMS SHALL BE COORDINATED WITH OWNER AT NO ADDITIONAL COST TO OWNER. CONTRACTOR SHALL PLAN AND PERFORM WORK IN SUCH A WAY AS TO MINIMIZE THE OUTAGES AND SUBMIT TO THE OWNER A SCHEDULE OF THE REQUIRED OUTAGES.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING MATERIAL NOT EFFECTED BY THE SCOPE OF DEMOLITION WORK WHICH IS DAMAGED BY HIS WORK. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY/ALL DAMAGED MATERIALS OR EQUIPMENT AS REQUIRED/DIRECTED AT NO ADDITIONAL COST TO OWNER. REPAIRING AND PATCHING SHALL BE DONE BY THE RESPECTIVE TRADES INVOLVED. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND RESTORATION OF EXISTING CONSTRUCTION IN AREA WHICH ARE NOT IN THE RENOVATION WORK AREA, BUT REQUIRED TO ACCOMMODATE NEW WORK AND REMOVAL OF ABANDONED SYSTEMS.
14. THE OWNER SHALL RESERVE ALL RIGHTS TO CLAIMING MATERIAL REMOVED DURING DEMOLITION. THE CONTRACTOR SHALL VERIFY WHICH ITEMS AND/OR MATERIALS THE OWNER WISHED TO CLAIM AND ALL OTHER ITEMS NOT CLAIMED BY OWNER TO A DESIGNATED LOCATION.
15. COORDINATE ANY PLANNED POWER OUTAGES WITH THE OWNER. DO NOT SHUT OFF POWER TO ANY EQUIPMENT OR BRANCH CIRCUITS WITHOUT GETTING WRITTEN APPROVAL FROM THE OWNER. IF REQUIRED, MAKE PROVISION FOR TEMPORARY POWER TO BRANCH CIRCUITS AND EQUIPMENT AT THE OWNERS DIRECTION.
16. PROVIDE TEMPORARY POWER TO SECURITY AND SURVEILLANCE EQUIPMENT THAT MAY BE AFFECTED DURING POWER OUTAGES.
17. AVOID DISRUPTION OF SERVICES DURING NORMAL BUSINESS HOURS. ALL SYSTEM SHUTDOWNS SHALL BE COORDINATED WITH BUILDING OWNER AND SCHEDULED AFTER NORMAL BUSINESS HOURS OR AS OTHERWISE APPROVED BY OWNER.

GENERAL DEMOLITION NOTES

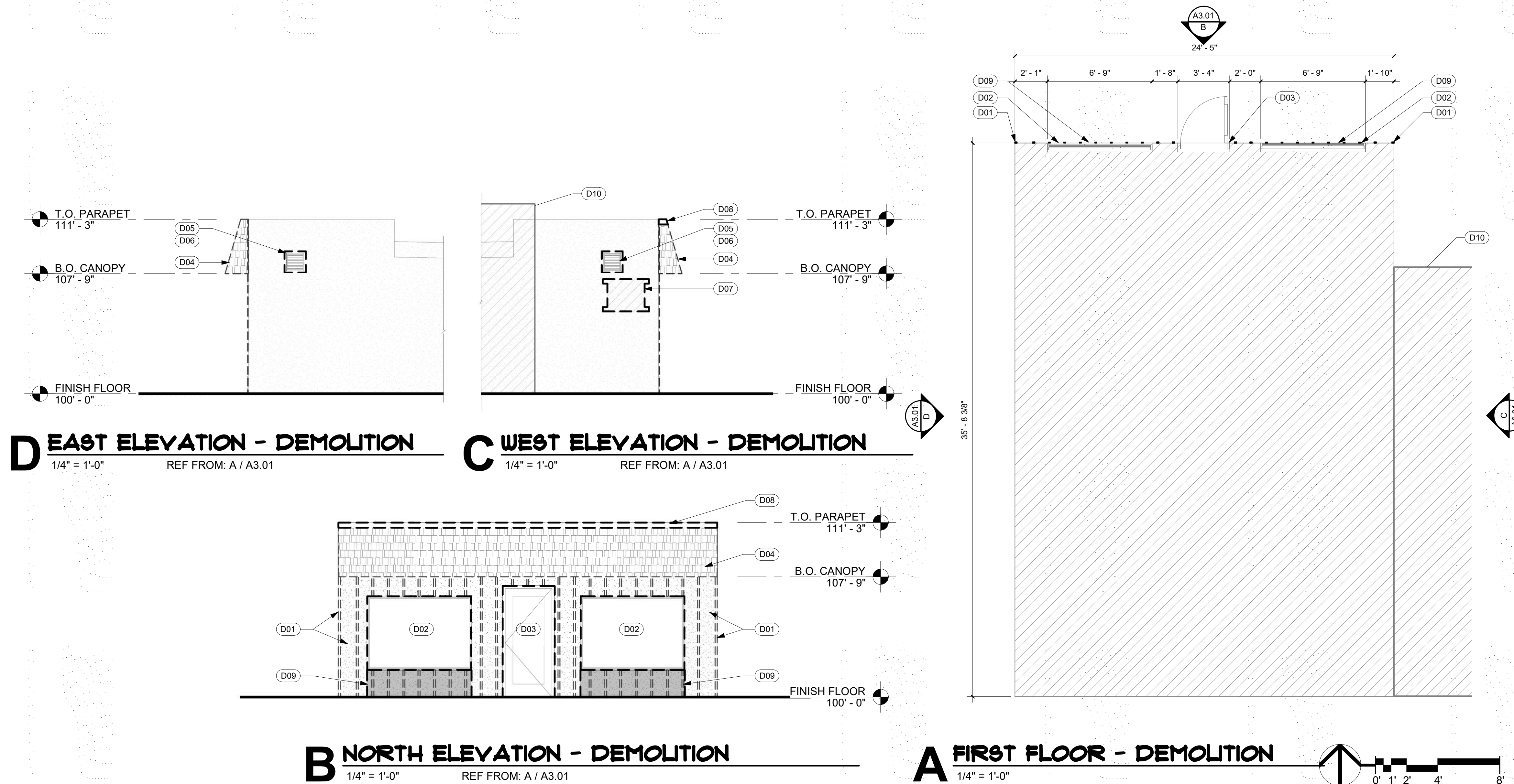
1. ALL WORK SHALL COMPLY WITH IBC, 2018 EDITION.
2. REMOVE ALL ITEMS SHOWN ON DEMOLITION PLANS WITH DASHED LINE WORK AND WITHIN AREA SHOWN AS "EXTENTS OF AREA TO BE DEMOLISHED." SEE ADDITIONAL SPECIFIC INFORMATION IN "DEMOLITION KEY NOTES" THAT ARE NOTED ON THE DRAWINGS. DEMOLITION KEYNOTES MAY NOT BE SHOWN AT EVERY LOCATION THAT SPECIFIC WORK IS REQUIRED. THEY ARE INTENDED TO APPLY TO ALL LOCATIONS WHERE A SPECIFIC GRAPHIC OCCURS USING DASHED LINE WORK.
3. PATCH AND REPAIR EXISTING SUBSTRATES THAT ARE TO REMAIN AS REQUIRED TO PREPARE THEM FOR NEW WORK AND FINISHES AS DEFINED ELSEWHERE IN THE DOCUMENTS. CRACKS AND/OR STRUCTURAL DAMAGE RESULTING FROM DEMOLITION SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR AND TO THE SATISFACTION OF THE OWNER AND THE ARCHITECT.
4. CONTRACTOR IS RESPONSIBLE FOR PROTECTION AND FINAL CONDITION OF ALL EXISTING ADJACENT FINISHES.
5. DO NOT ALTER, REMOVE OR DEMOLISH ANY STRUCTURAL SYSTEMS DURING DEMOLITION OR CONSTRUCTION NOT SHOWN TO BE REMOVED.
6. CONTACT ARCHITECT BEFORE REMOVING OR DEMOLISHING ANY EXISTING CONSTRUCTION OR ITEMS NOT SHOWN TO BE REMOVED.
7. CONTACT ARCHITECT FOR ANY UNSEEN CONDITIONS OR UNCERTAIN AREAS THAT ARE NOT CLEARLY DEFINED BY THE DOCUMENTS.
8. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND THE DRAWINGS. IN THE EVENT OF CONFLICT BETWEEN THE DRAWINGS OR BETWEEN A DRAWING AND SPECIFICATION ITEM, THE DRAWING OR SPECIFICATION REQUIRING THE GREATER EXTENT, LARGER NUMBER, OR HIGHER QUALITY SHALL GOVERN. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
9. CONTRACTOR TO COORDINATE ALL DEMOLITION WORK WITH NEW CONSTRUCTION AND RENOVATION PRIOR TO START.
10. LOCATIONS OF EXISTING FIXTURES ARE BASED ON GENERAL FIELD OBSERVATIONS. CONTRACTOR TO FIELD VERIFY LOCATIONS OF FIXTURES AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.
11. DEBRIS RESULTING FROM DEMOLITION AND CONSTRUCTION SHALL BE REMOVED ENTIRELY FROM THE CONSTRUCTION SITE ON A DAILY BASIS TO A WASTE AREA PROVIDED BY THE CONTRACTOR. AS THE WORK PROGRESSES FROM ONE AREA TO THE NEXT, THE CONTRACTOR SHALL LEAVE THE AREA COMPLETED IN A BROOM CLEAN CONDITION.
12. REMOVE EXISTING LIGHT FIXTURES WITHIN DEMO AREAS, UNLESS OTHERWISE NOTED. DE-ENERGIZE CIRCUITS UNTIL READY FOR NEW LIGHTING. COORDINATE WITH ELECTRICAL PLANS TO DETERMINE IF CIRCUITS WILL BE RE-USED, RELOCATED, OR ABANDONED.
13. THE CONTRACTOR SHALL COMPLY WITH REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. DO NOT USE WATER WHEN IT MAY CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING AND POLLUTION.
14. REMAINING BUILDING TO REMAIN IN WATER TIGHT CONDITION.
15. ANY MATERIALS TO BE RECLAIMED/RECYCLED SHALL BE AT THE DISCRETION OF THE CONTRACTOR.
16. STAGING AND STORAGE AREA, AND LOCATIONS OF TEMPORARY FACILITIES TO BE COORDINATED WITH THE OWNER/ARCHITECT AND CONSTRUCTION MANAGER.



EXPIRES 9-30-2020
Michael Ray Hall

ASBFI - Project #3 - Alliance Notary

111 E. Western Avenue, Avondale, AZ 85323



DEMOLITION KEYNOTES	
D01	REMOVE EXISTING EXTERIOR FINISH SYSTEM IN ITS ENTIRETY DOWN TO EXISTING WALL SHEATHING OR MASONRY.
D02	REMOVE EXISTING WINDOW AND FRAME SYSTEM IN ITS ENTIRETY. PREPARE OPENING FOR NEW WINDOW SYSTEM.
D03	REMOVE EXISTING DOOR AND FRAME SYSTEM IN ITS ENTIRETY. PREPARE OPENING FOR NEW DOOR.
D04	REMOVE EXISTING MANSARD ROOF SYSTEM AND STRUCTURE IN ITS ENTIRETY DOWN TO EXISTING WALL SHEATHING OR MASONRY.
D05	EXISTING EXHAUST VENT TO REMAIN. PROTECT DURING DEMOLITION AND CONSTRUCTION. TEMPORARILY STORE AS REQUIRED THROUGH CONSTRUCTION.
D06	REMOVE AND REPLACE DAMAGED WOOD TRIM AT EXHAUST VENT.
D07	REMOVE EXPOSED WEATHERED LUMBER FRAMING AND SHEATHING.
D08	REMOVE EXISTING METAL COPING CAP.
D09	REMOVE EXISTING WALL BELOW WINDOW.
D10	ADJOINING PROPERTY TO REMAIN

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SHEET NAME:
Demolition Floor Plans and Elevations
SHEET NUMBER:
A3.01

DOOR HARDWARE SCHEDULE

SET #01	QTY.	DESCRIPTION	CATALOG NUMBER	FINISH	MANUFACTURER
	4	PIVOT SET	BY DOOR MANUFACTURER	VERIFY	--
	1	MORTISE CYLINDER	ML 2062	626	CORBIN RUSSWIN
	1	WEATHERSTRIP	BY DOOR MANUFACTURER	VERIFY	--
	1	OVERHEAD DRIP CAP	BY DOOR MANUFACTURER	VERIFY	--
	1	DOOR SWEEP	BY DOOR MANUFACTURER	VERIFY	--
	1	SADDLE THRESHOLD	BY DOOR MANUFACTURER	VERIFY	--

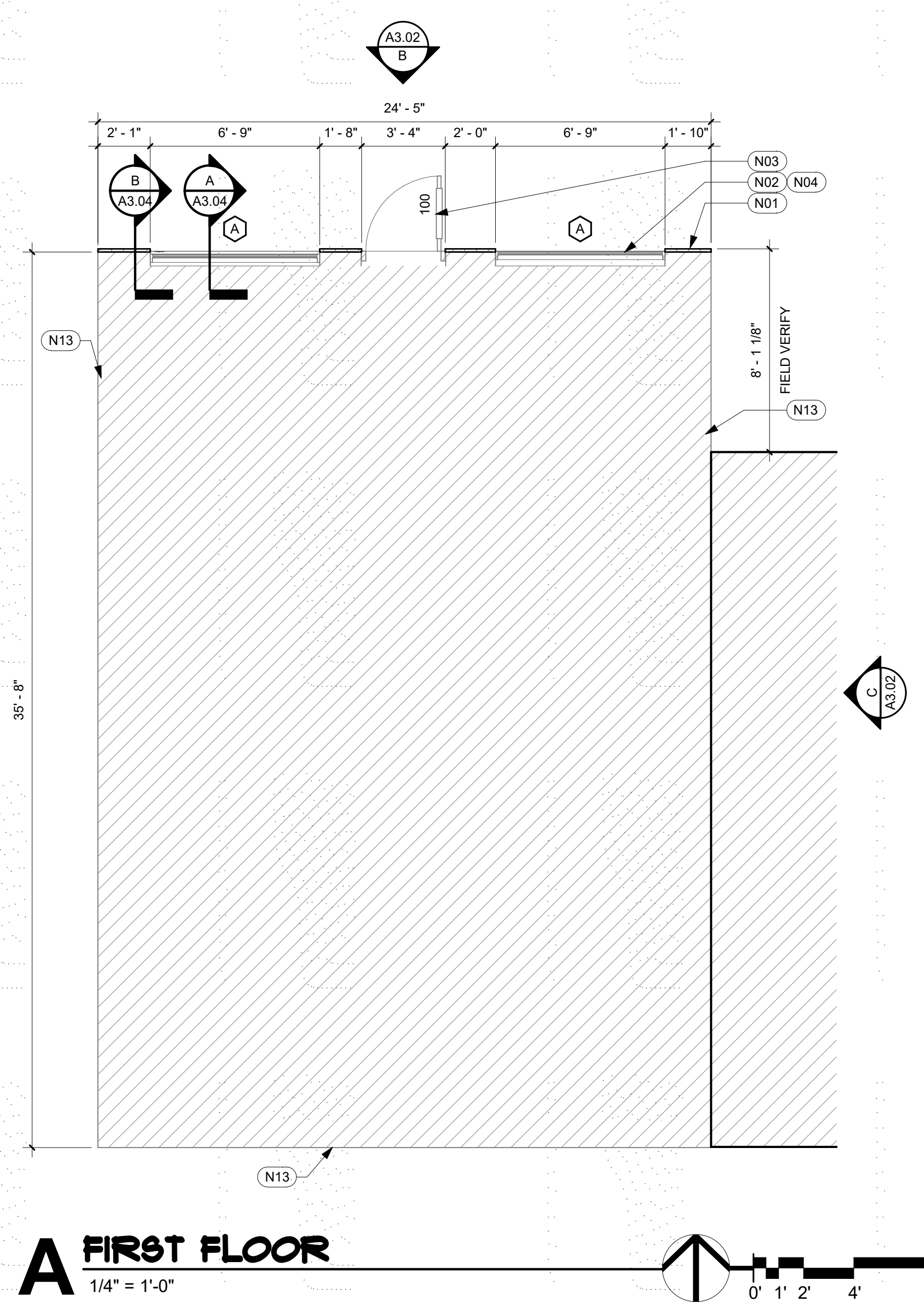
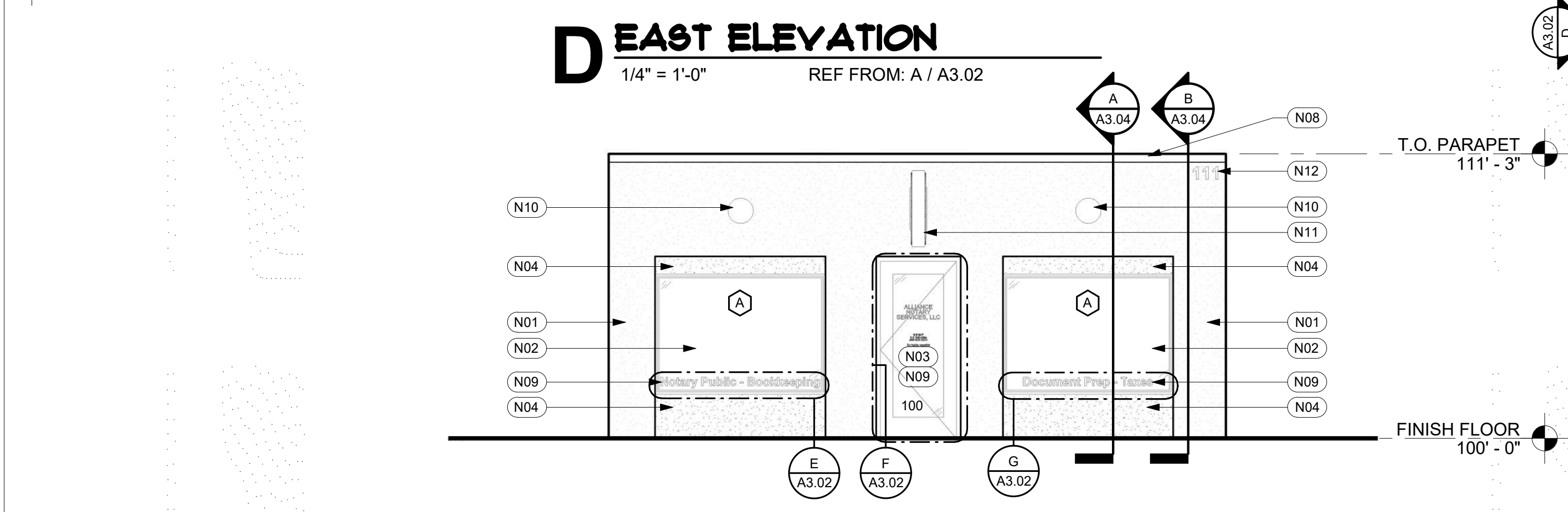
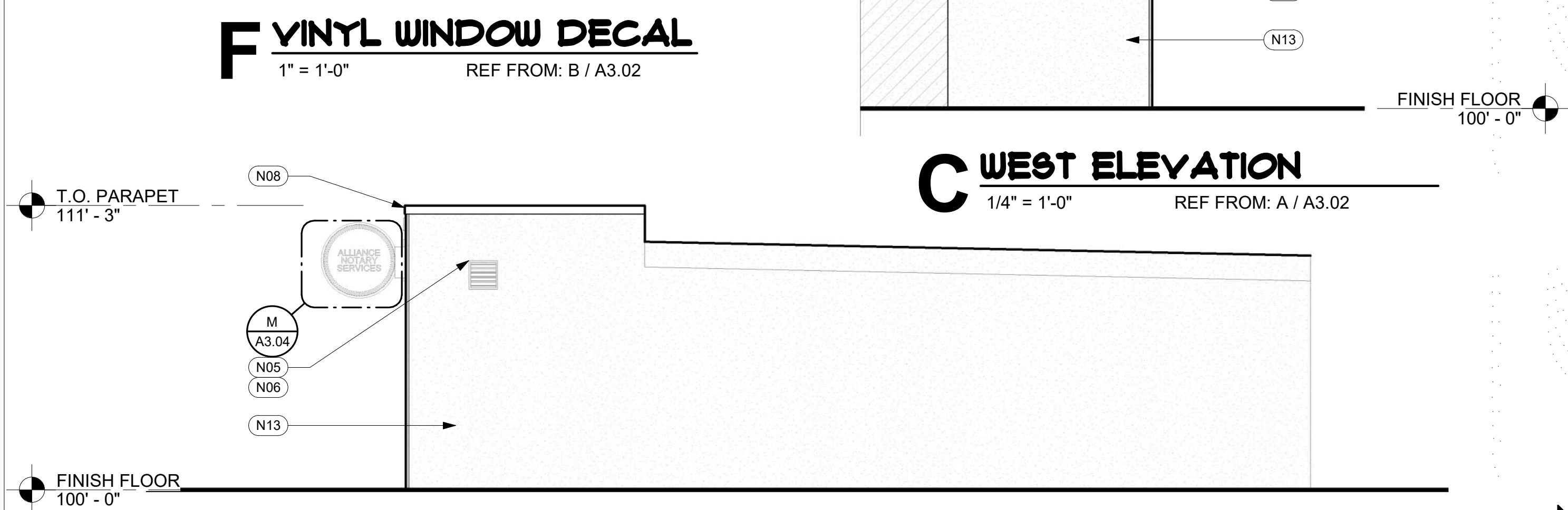
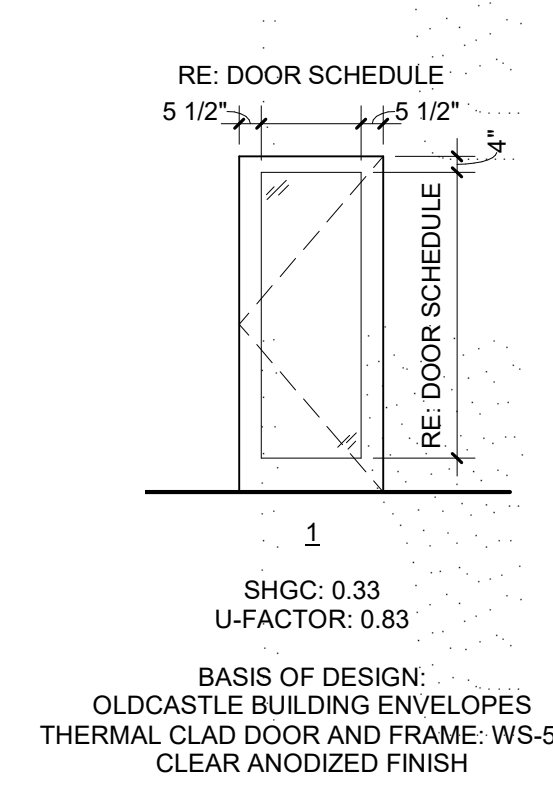
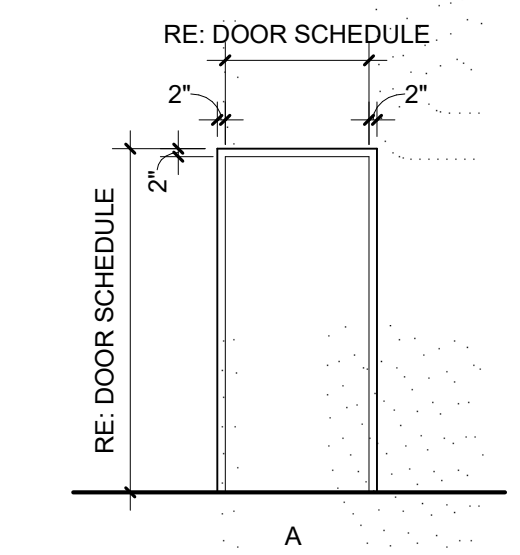
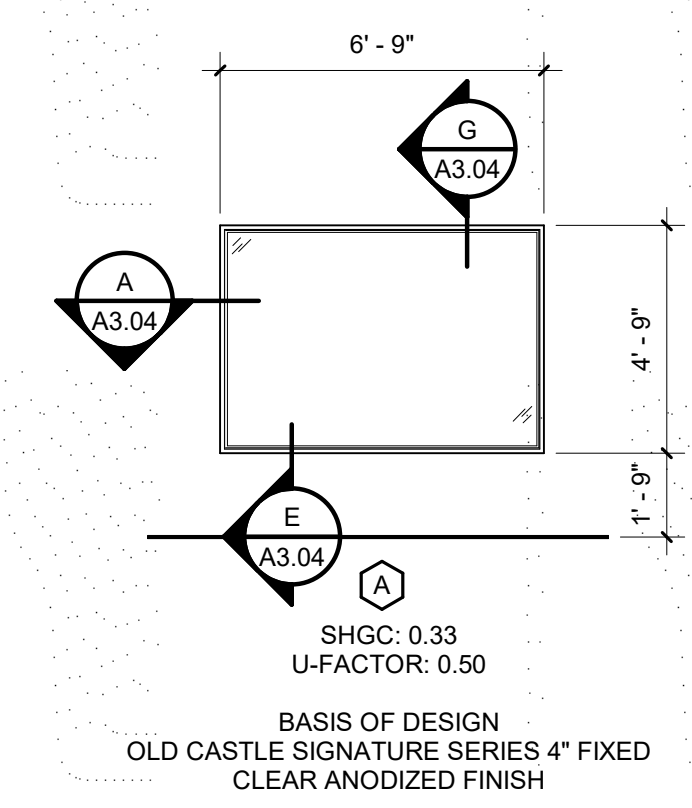
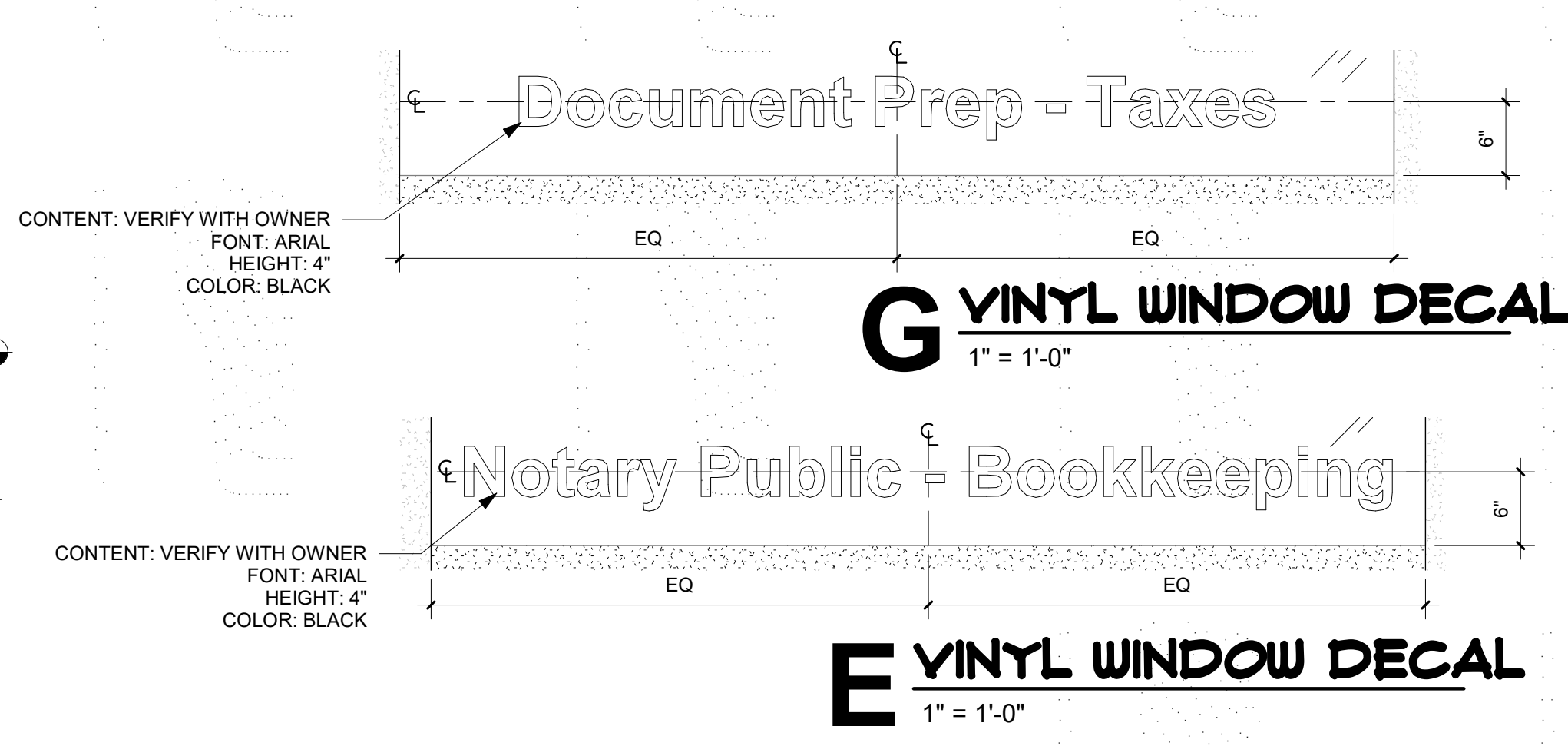
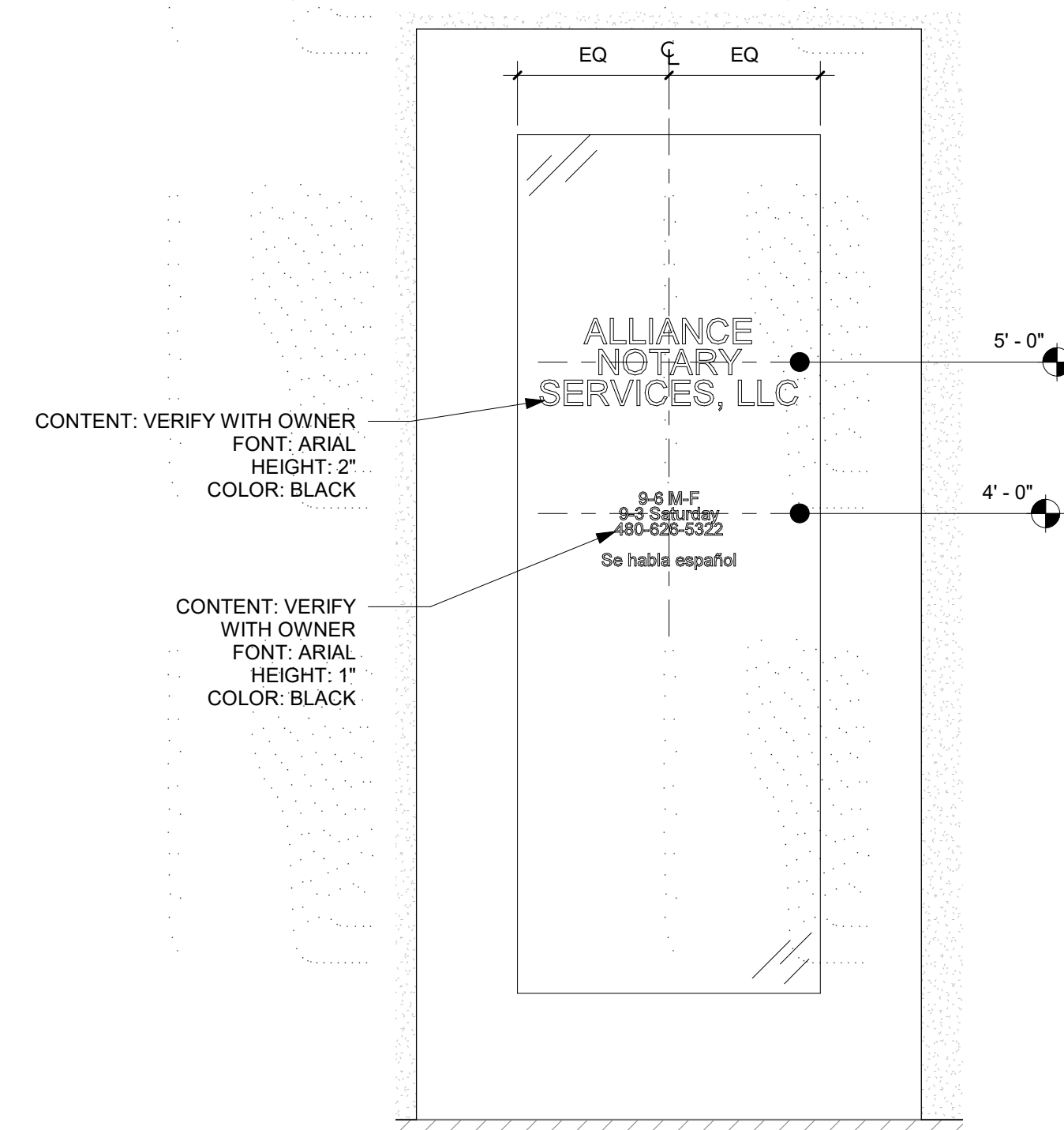
DOOR SCHEDULE

MARK	WIDTH	HEIGHT	DOOR			FRAME		GLAZING	HEAD	JAMB	THRESHOLD	COMMENTS	
			MTL	TYPE	HARDWARE SET	MTL	TYPE						
100	3'-0"	7'-0"	CL. ANO.	1	01		CL. ANO.	A	GL-1	P/A3.04	K/A3.04	H/A3.04	

GLAZING SCHEDULE

GL-1	1.229" LOW E SAFETY/BURGLARY RESISTANT LAMINATED GLASS
------	--

NOTE: ALL GLAZING TO BE GL-1 UNLESS NOTED OTHERWISE.



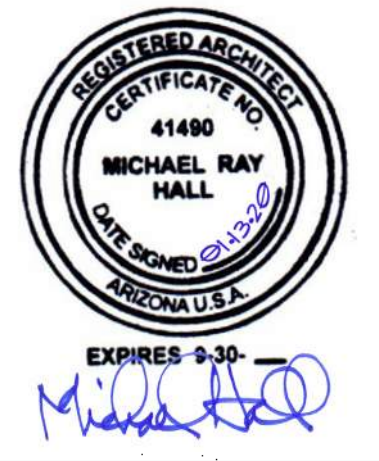
KEYNOTES

N01	STUCCO FINISH SYSTEM, PAINT PT-1
N02	NEW ALUMINUM FRAME AND WINDOW SYSTEM. FIELD VERIFY EXISTING OPENING.
N03	NEW DOOR AND FRAME. FIELD VERIFY DIMENSIONS.
N04	STUCCO FINISH SYSTEM, PAINT PT-2.
N05	PAINT EXISTING EXHAUST VENT.
N06	INSTALL NEW TRIM AND PAINT.
N07	INFILL ABANDONED PENETRATION WITH SIMILAR STRUCTURAL MATERIAL. INTERIOR FINISH AND MATERIALS TO MATCH EXISTING AS NECESSARY. EXTERIOR FINISH AND MATERIALS TO MATCH EXISTING ADJACENT. PAINT PT-1
N08	NEW METAL COPING CAP.
N09	NEW WINDOW DECAL. REFER TO DECAL DETAILS. VERIFY FONT & CONTENT WITH OWNER.
N10	NEW EXTERIOR LED WALL SCONCE.
N11	NEW BACKLIT ACRYLIC AND ALUMINUM SIGN. REFER TO SIGN ELEVATIONS AND DETAILS. VERIFY CONTENT WITH OWNER.
N12	NEW 6" EXTRUDED ALUMINUM STREET NUMBER ON 1/2" STANDOFF, BRUSHED GOLD FINISH.
N13	EXISTING STUCCO FINISH SYSTEM, PAINT PT-1.

FINISH LEGEND

WALL FINISH

PT-1	GENERAL WALL PAINT MANUF: PPG STYLE: SEMI-GLOSS COLOR: PPG1170-7 ROMAN VIOLET
PT-2	WALL PAINT MANUF: PPG STYLE: SEMI-GLOSS COLOR: PPG1006-1 GYPSUM
PT-3	PAINT MANUF: XXX STYLE: XXX COLOR: BLACK
PT-4	PAINT MANUF: XXX STYLE: XXX COLOR: GOLD



GENERAL ELECTRICAL NOTES

- MATERIALS FURNISHED SHALL BE NEW. MATERIALS SHALL BE A MANUFACTURER'S STANDARD AND ESTABLISHED PRODUCT LINE, AND SHALL BE LISTED AND LABELED FOR THE APPLICATION BY UNDERWRITER'S LABORATORIES (U.L.), OR SHALL BE CERTIFIED BY OTHER APPROVED LABORATORY OR BY THE BUILDING OFFICIAL HAVING JURISDICTION.
- THE PLANS ACCOMPANYING THESE SPECIFICATIONS ARE GENERALLY DIAGRAMMATIC AND DO NOT SHOW ALL DETAILS REQUIRED FOR THE COMPLETE WORK. ESTABLISH DETAILS OF THE WORK AS NECESSARY TO PROVIDE FOR THE COMPLETE INSTALLATION OF SYSTEMS AND MATERIALS. ARRANGE THE WORK SO AS TO AVOID INTERFERENCE WITH OTHER BUILDING COMPONENTS OR SYSTEMS AS ACTUALLY INSTALLED.
- COMPLY WITH APPLICABLE OR NECESSARY JOB SAFETY PROVISIONS.
- PROVIDE FOR SYSTEM RACEWAYS, OUTLET BOXES, PULL "WIRES" OR "CORDS", OUTLET BOX OPENINGS, BOX EXTENSIONS, DEDICATED RECEPTACLES, BACKBOARDS, ETC. AS SPECIFIED AND INDICATED.
- ELECTRICAL SYSTEMS, EQUIPMENT, AND SUPPORTING STRUCTURES SHALL BE COMPLETELY AND EFFECTIVELY GROUNDED. BONDING JUMPERS SHALL BE PROVIDED WHERE NECESSARY. METAL ELECTRICAL RACEWAYS AND FITTINGS, JOINTS AND CONNECTIONS AT EQUIPMENT SHALL BE MECHANICALLY AND ELECTRICALLY SECURED TO PROVIDE AN APPROVED EQUIPMENT OR ENCLOSURE GROUNDING MEANS, EVEN WHEN NO OTHER SEPARATE GROUNDING MEANS ARE ALSO PROVIDED OTHER INHERENTLY OR BY BONDING.
- WHERE GREEN GROUNDING CONDUCTORS ARE NOT INDICATED SPECIFICALLY FOR EACH BRANCH CIRCUIT BY THE DRAWINGS, PROVIDE FOR EACH RACEWAY A GREEN A GREEN #12 GROUNDING CONDUCTOR IN ADDITION TO BRANCH CIRCUIT CONDUCTORS INDICATED.
- UNLESS OTHERWISE INDICATED OR DIRECTED FOR SPECIAL APPLICATIONS, WIRING DEVICES SHALL BE INSTALLED WITH TOP-OF-BOX MOUNTING HEIGHT ABOVE FINISHED FLOOR BETWEEN 18-INCHES AND 48-INCHES, AS REQUIRED BY HANDICAPPED CODES. MOUNTING HEIGHT FOR SPECIFIC DEVICES SHALL BE AS SCHEDULED BY THE PLANS.
- ELECTRICAL CONDUCTORS SHALL BE COLOR CODED AS REQUIRED BY CODE: EQUIPMENT GROUND: GREEN. PHASE CONDUCTORS: RED, BLUE, BLACK, NEUTRAL, WHITE
- NOTIFY THE OWNER'S REPRESENTATIVE OF ANY NONFUNCTIONING MATERIAL OR POTENTIALLY UNSAFE CONDITION WITHIN THE PROJECT SYSTEMS THAT IS OBSERVED DURING THE CONDUCT OF THE WORK.
- THE WORK COVERED BY THIS SPECIFICATION SHALL INCLUDE PROVIDING SUPERVISION, LABOR, SUPPLIES, MATERIALS (TO INCLUDE EQUIPMENT), TOOLS, SERVICE, DOCUMENTATION, TESTS & DEMONSTRATIONS, CERTIFICATES, AND DOLLAR COSTS REQUIRED TO CONSTRUCT THE COMPLETE SYSTEMS AS SPECIFIED HEREIN AND AS SHOWN BY THE PLANS AND OTHER RELEVANT DOCUMENTS.
- SERVICE EQUIPMENT SHALL BE PROVIDED RATED FOR BUILDING LOADS, INCLUDING INTERRUPTING RATINGS. SERVICE EQUIPMENT SHALL BE SERVED USING THE TYPE SERVICE ENTRANCE EQUIPMENT AS INDICATED BY THE PLANS.
- RECEPTACLES SHALL BE 20A, 125V, SPECIFICATION GRADE, MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE.
- SWITCHES SHALL BE AS A MINIMUM IS 'HEAVY-DUTY' RATED, QUICK MAKE AND BREAK, SPECIFICATION GRADE, SINGLE THROW DEVICES.
- DISTRIBUTION EQUIPMENT USING CIRCUIT BREAKER TYPE PROTECTIVE DEVICES SHALL BE USE BOLTED-ON OR 'SQUARE D' LINE DEVICES.
- DISTRIBUTION EQUIPMENT SHALL BE AS INDICATED AND AS MANUFACTURED BY GENERAL ELECTRIC, CUTLER/ HAMMER, SQUARE-D, SIEMENS.
- STARTERS AND DISCONNECT SWITCHES SHALL HAVE QUICK- MAKE AND QUICK- BREAK MECHANISMS, AND BE FULLY ENCLOSED
- FIXTURE SUPPORTS AND HARDWARE SHALL BE SUITABLE METAL UNLESS OTHERWISE INDICATED. SUPPORT STUDS USED FOR INDOOR FIXTURE OR COMPONENT SUPPORT SHALL BE WOOD DIECAST STUD SHALL NOT BE USED. PROVIDE SEISMIC RESTRAINTS ON ALL FIXTURES PER LOCAL REQUIREMENTS.
- LAMP SHALL BE MANUFACTURED BY GENERAL ELECTRIC, PHILIPS, OR OSRAM/PENNSYLVANIA.
- CONDUCTORS SHALL BE OF SOFT DRAWN, ANNEALED COPPER HAVING A CONDUCTIVITY OF NOT LESS THAN 98 PERCENT BY 'ASTM' STANDARDS.
- UNLESS OTHERWISE REQUIRED BY CODE OR INDICATED:
 - CONDUCTORS NO. 12 AWG AND NO. 10 AWG SIZE SHALL BE SOLID.
 - CONDUCTORS NO. 8 AWG SIZE AND LARGER SHALL BE STANDARD.
- RIGID STEEL AND IMC STEEL CONDUIT SHALL BE HOT DIP GALVANIZED. STEEL EMT SHALL BE HOT DIP GALVANIZED OUTSIDE, AND ENAMEL OR GALVANIZED FINISHED INSIDE.
- EMT COUPLINGS AND CONNECTORS SHALL BE METAL AND SET- SCREW TYPE.
- UNLESS OTHERWISE INDICATED, WIRING DEVICES SHALL BE:
 - SWITCHES: HUBBELL 1221 OR EQUAL.
 - RECEPTACLES: HUBBELL OR EQUAL.
 - COLOR AS SELECTED BY OWNER.
- FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH UL LISTING RESTRICTIONS AND LOCAL CODES AND ORDINANCES.
- UNLESS OTHERWISE REQUIRED BY CODE OR FUNCTION OR INDICATED BY THE PLANS, CONDUCTORS FOR POWER AND LIGHTING BRANCH CIRCUITS SHALL BE # 12 AWG MINIMUM.
- CONDUCTORS SHALL BE CONNECTED BY U.L. APPROVED CONNECTORS. BRANCH CIRCUIT WIRING TO SIZE #8 SHALL BE CONNECTED BY CONNECTORS WITH LIVE SPRING TENSION.
- RACEWAYS AND CABLE SHALL BE RUN CONCEALED, EXCEPT THAT RACEWAY DESIGNED ONLY FOR SURFACE MOUNTING AND RACEWAYS AND CABLE IN EQUIPMENT ROOMS SHALL BE RUN EXPOSED, UNLESS OTHERWISE INDICATED. CONCEALED CONDUIT RUN ABOVE CEILING LINE SHALL BE SUPPORTED INDEPENDENTLY OF CEILING CONSTRUCTION. WHERE CEILINGS O THE LAY - IN TYPE MAY BE USED, CONDUITS MUST BE INSTALLED HIGH ENOUGH TO PERMIT REMOVAL OF CEILING PANELS OR EQUIPMENT.
- UNLESS OTHERWISE INDICATED, RACEWAY SHALL BE AS FOLLOWS:
 - CONCEALED INSIDE WHERE NOT IN WET OR DAMP LOCATIONS AND NOT EXPOSED TO MECHANICAL INJURY, AND USED FOR 120V/ 20A BRANCH CIRCUITS: ELECTRICAL METALLIC TUBING (EMT).
 - FINAL CONNECTION RACEWAYS IN DRY LOCATIONS SERVING LIGHTING FIXTURES, OR OTHER NON - MOTOR EQUIPMENT LIKELY TO REQUIRE MOVEMENT FOR ADJUSTMENT OR LIKELY TO TRANSMIT SHOCK OR VIBRATION INTO THE RACEWAY SYSTEM, BUT NOT REQUIRING FLEXIBILITY FOR OPERATION, AND WHERE APPROVED FOR THE APPLICATION SHALL BE FLEXIBLE METALIC TUBING(FLEX) WHERE APPROVED FOR THE APPLICATION.
- BOXES SHALL NOT BE INSTALLED BACK- TO- BACK AND THRU-WALL TYPE BOXES SHALL NOT BE USED DUE TO TRANSMISSION OF SOUND OR HEAT AND SMOKE. OFFSET TO MAINTAIN FIRE RATING PER UL REQUIREMENTS.
- SUSPENDED CEILING CONSTRUCTION SHALL NOT BE USED TO SUPPORT RACEWAYS, BOXES OR OTHER ITEMS, EXCEPT AS ALLOWED BY CODE, ACCEPTED BY THE ENGINEER, AND ACCEPTED BY THE ARCHITECT IN WRITING FOR THE SPECIFIC ITEMS TO BE SUPPORTED.
- COVER PLATES FOR FLUSH, DRY, ORDINARY LOCATIONS SHALL BE STANDARD CONFIGURATIONS, ONE PIECE, STANDARD SIZE PLATES WITH MATCHING SCREWS, AND HAVING MATERIALS, STYLES, AND FINISHES AS SELECTED BY ARCHITECT.
- CONFIRM THE FOLLOWING WITH OWNER PRIOR TO ROUGH-IN: EXACT LOCATIONS OF RECEPTACLES AND VOICE/DATA/TV OUTLETS; EXACT CONNECTION REQUIREMENTS OF OWNER-FURNISHED EQUIPMENT.
- EMPTY CONDUIT EXISTING FROM THE INTERIOR TO THE EXTERIOR OF THE BUILDING SHALL BE FILLED WITH AN APPROVED MATERIAL TO PREVENT CIRCULATION OF WARM AIR TO A COLDER SECTION OF THE RACEWAY PER NEC 300.7A
- WORK SHALL BE FURNISHED AND INSTALLED AS A MINIMUM IN ACCORDANCE WITH THE APPLICABLE REQUIREMENT AND RECOMMENDATIONS OF THE LATEST LOCALLY ADOPTED EDITION OF CODES AND STANDARDS OF THE FOLLOWING:
 - NATIONAL ELECTRICAL CODE (NEC) - NFPA 70
 - ENERGY CODE - ASHRAE/IESNA 90.1
 - LIFE SAFETY CODE - NFPA 101
 - OTHER NFPA STANDARDS 90A AND 99
 - GAS 120-3-20
 - U.L. STANDARDS AND LISTING REQUIREMENTS AND NEMA STANDARDS
 - FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, CODES, AND RULINGS OF BUILDING OFFICIALS HAVING JURISDICTION IN AVONDALE, AZ.

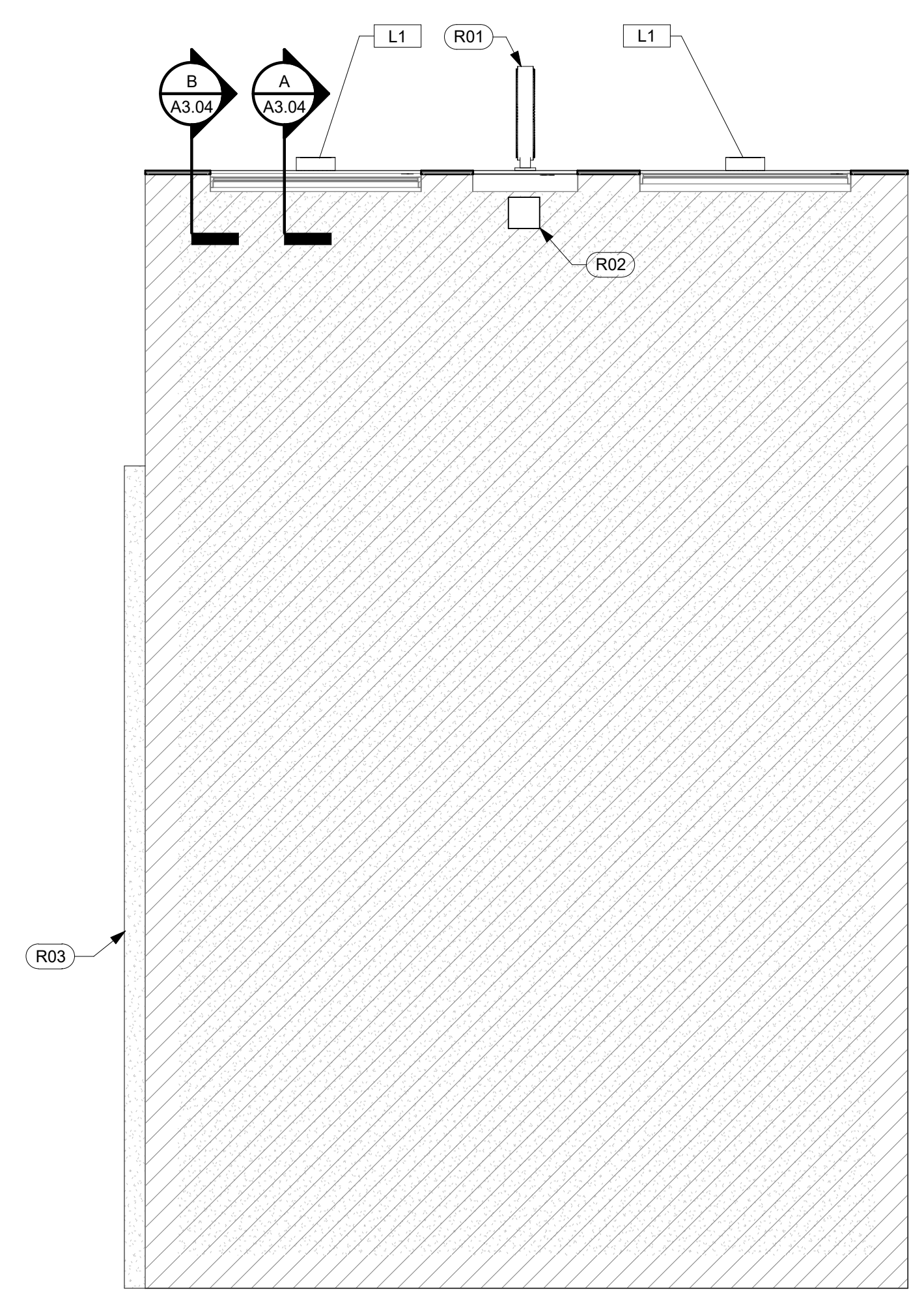
LIGHTING FIXTURE SCHEDULE

TYPE MARK	DESCRIPTION	MANUFACTURER	MODEL	VOLTS	MOUNTING	LAMP	NOTES
L1	LED WALL SCONCE	EUREKA	3443-LED-8-30-120V-ANTE-FRO	120 VA	SURFACE	LED	1, 2

- NOTES
- ALL EXTERIOR LIGHTING SHALL BE CONNECTED TO AN ELECTRONIC TIME SWITCH WITH AN INTEGRAL ASTRONOMICAL TIME CLOCK.
 - FIXTURE SHALL BE MOUNTED 9' AFF TO CENTER.

KEYNOTES

R01	NEW BACKLIT ACRYLIC AND ALUMINUM SIGN. REFER TO SIGN ELEVATIONS AND DETAILS. VERIFY CONTENT WITH OWNER.
R02	12" X 12" CEILING ACCESS HATCH. WHITE FINISH.
R03	PAINT EXPOSED RAFTERS, SHEATHING AND END BOARDS TO MATCH WALL.



A REFLECTED CEILING PLAN
 1/4" = 1'-0"
 0' 1' 2' 4' 8'

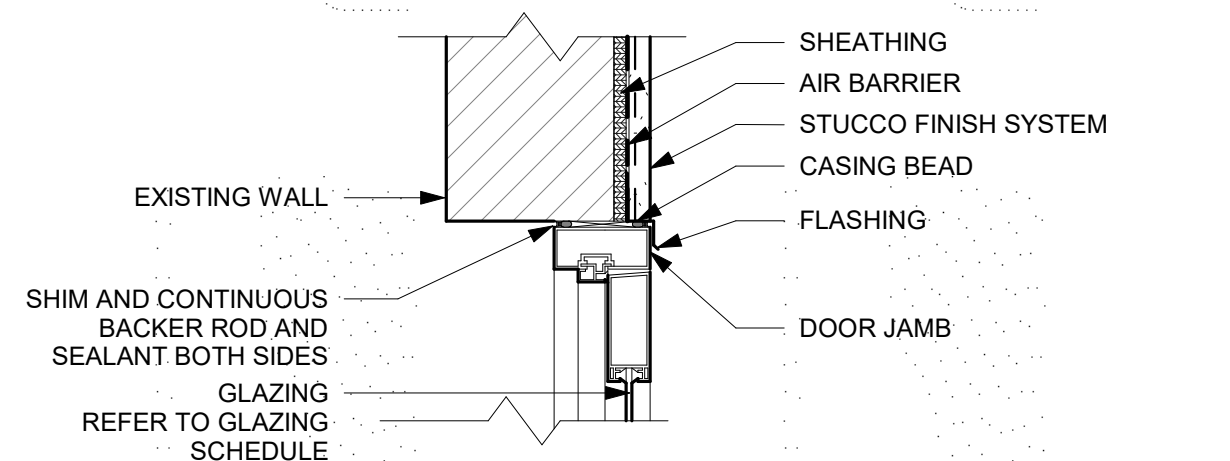


ASBFI - Project #3 - Alliance Notary
 111 E. Western Avenue, Avondale, AZ 85323

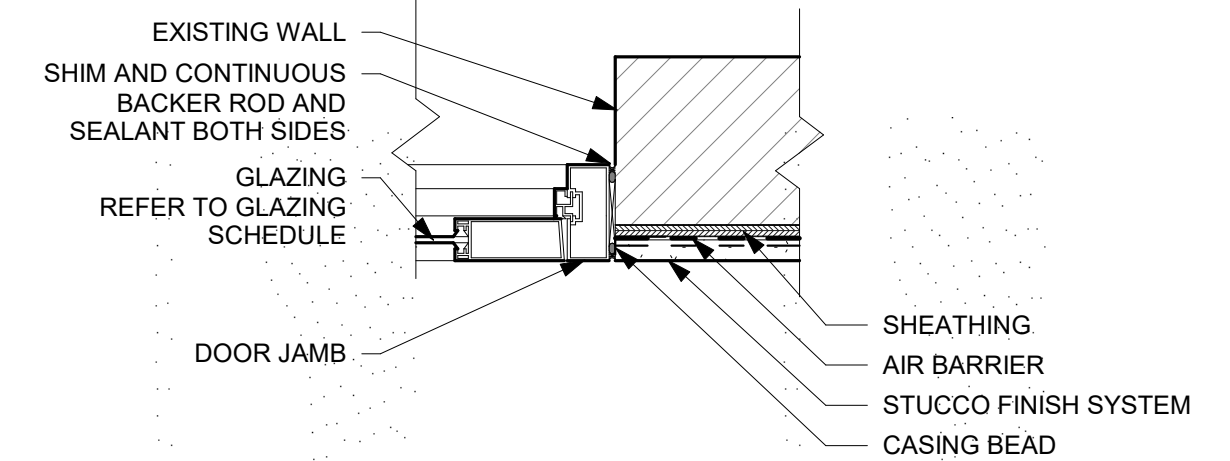
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20180101.01
 ISSUE DATE:
01/13/2020
 ISSUE:
Construction Documents

OTHER ISSUE DATES:
 NO. DESCRIPTION DATE

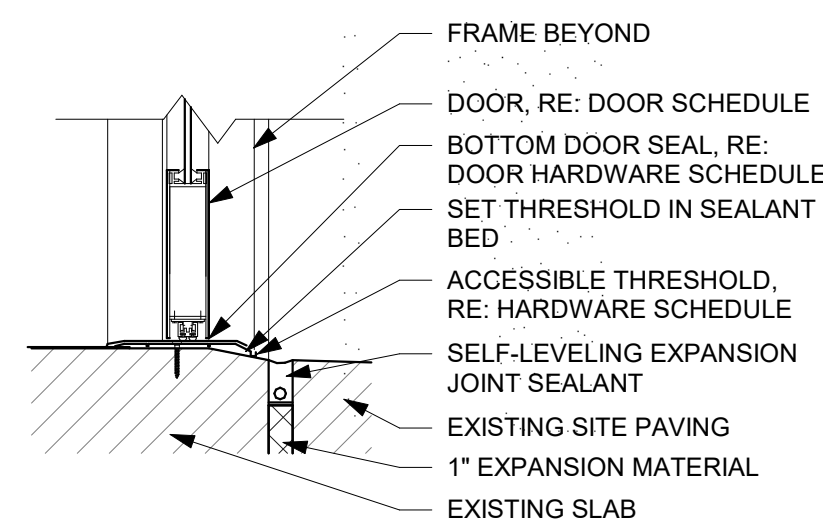
SHEET NAME:
Reflected Ceiling and Electrical Notes
 SHEET NUMBER:
A3.03
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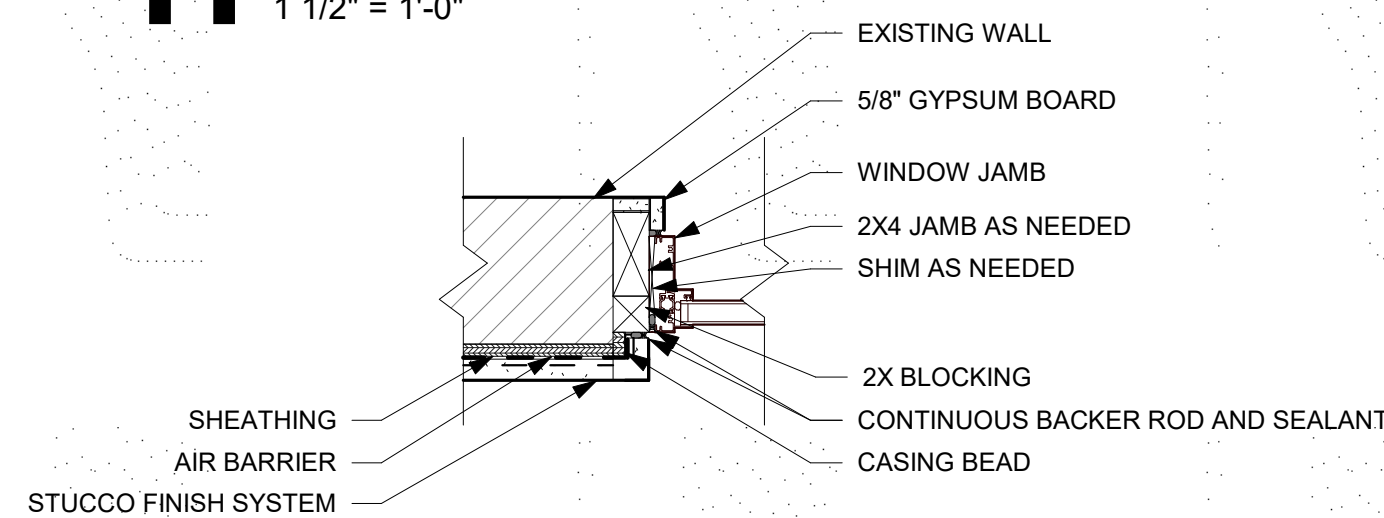
P HEAD DETAIL
1 1/2" = 1'-0"



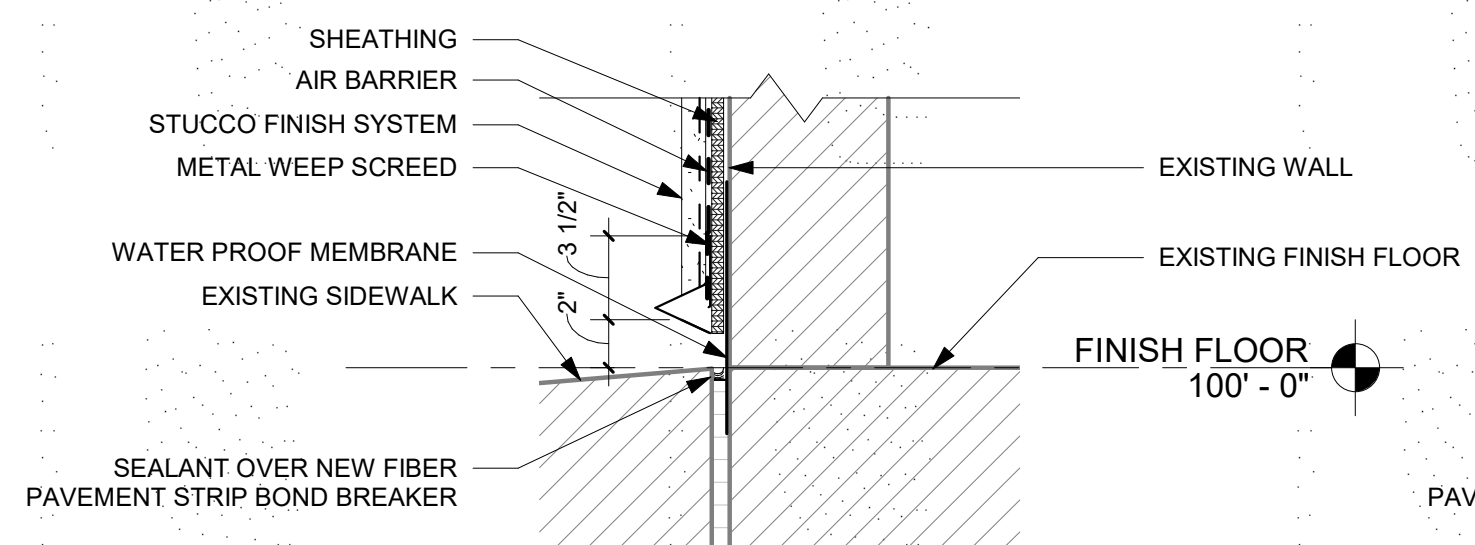
K JAMB DETAIL
1 1/2" = 1'-0"



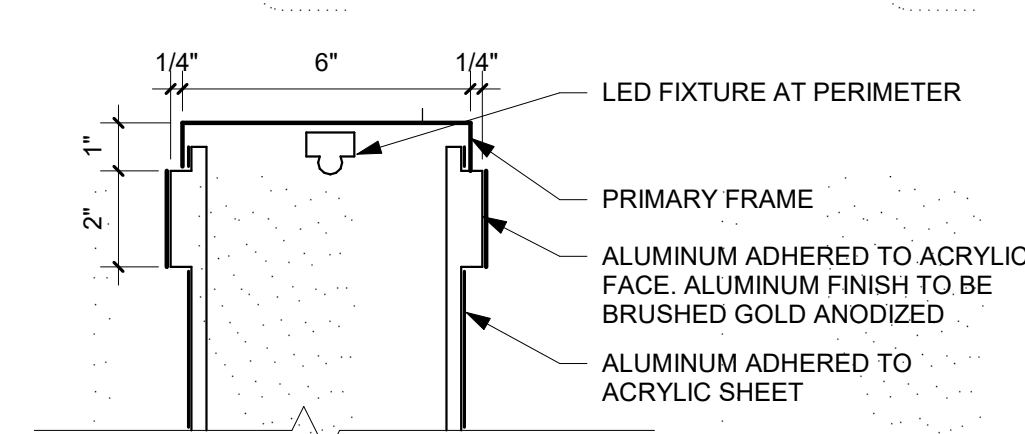
H THRESHOLD DETAIL
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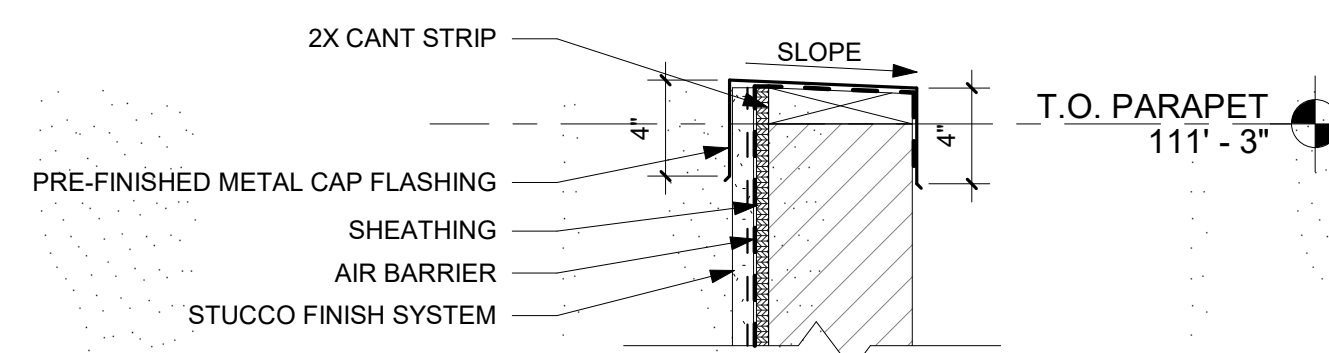
F JAMB DETAIL
1 1/2" = 1'-0"



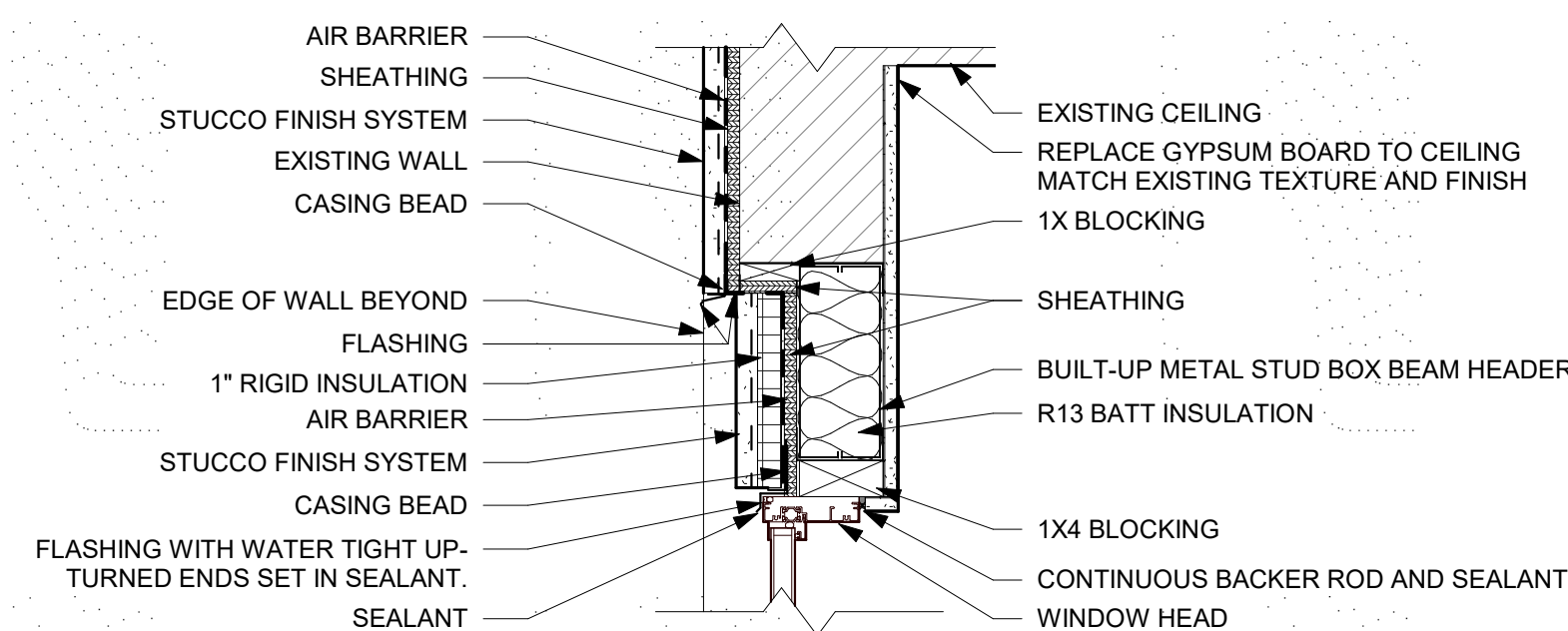
D SECTION DETAIL
1 1/2" = 1'-0" REF FROM: B / A3.04



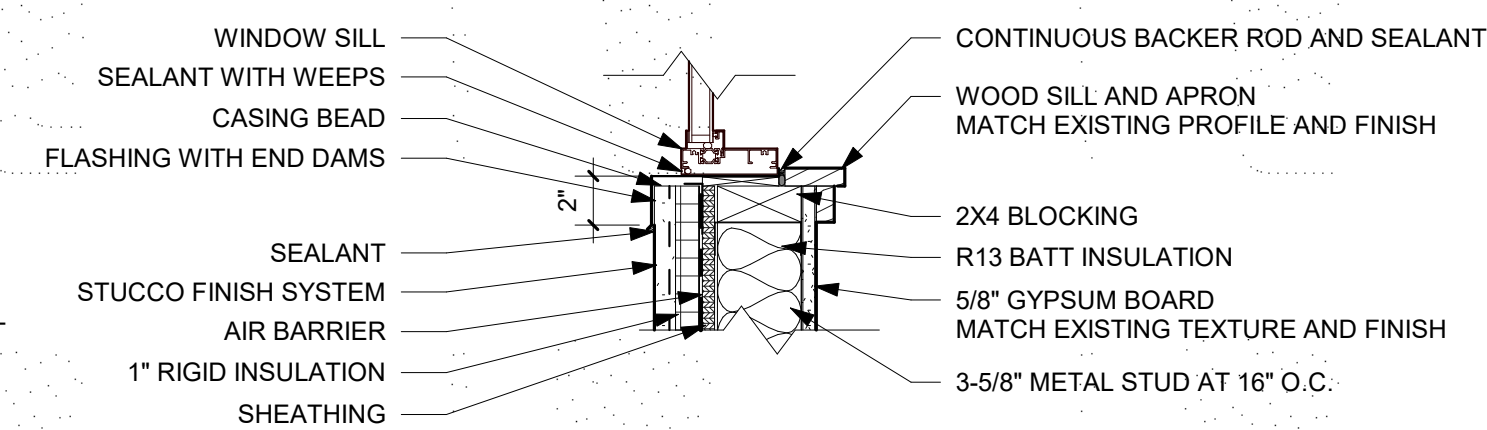
N SIGN DETAIL
3" = 1'-0" REF FROM: M / A3.04



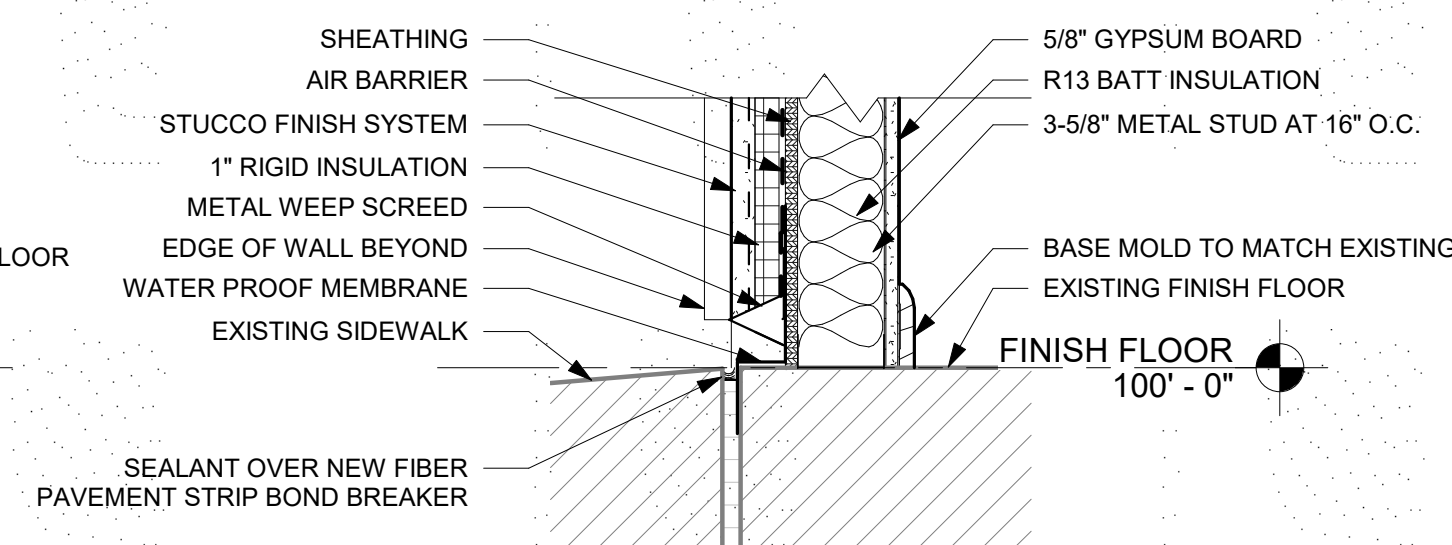
J SECTION DETAIL
1 1/2" = 1'-0" REF FROM: A / A3.04



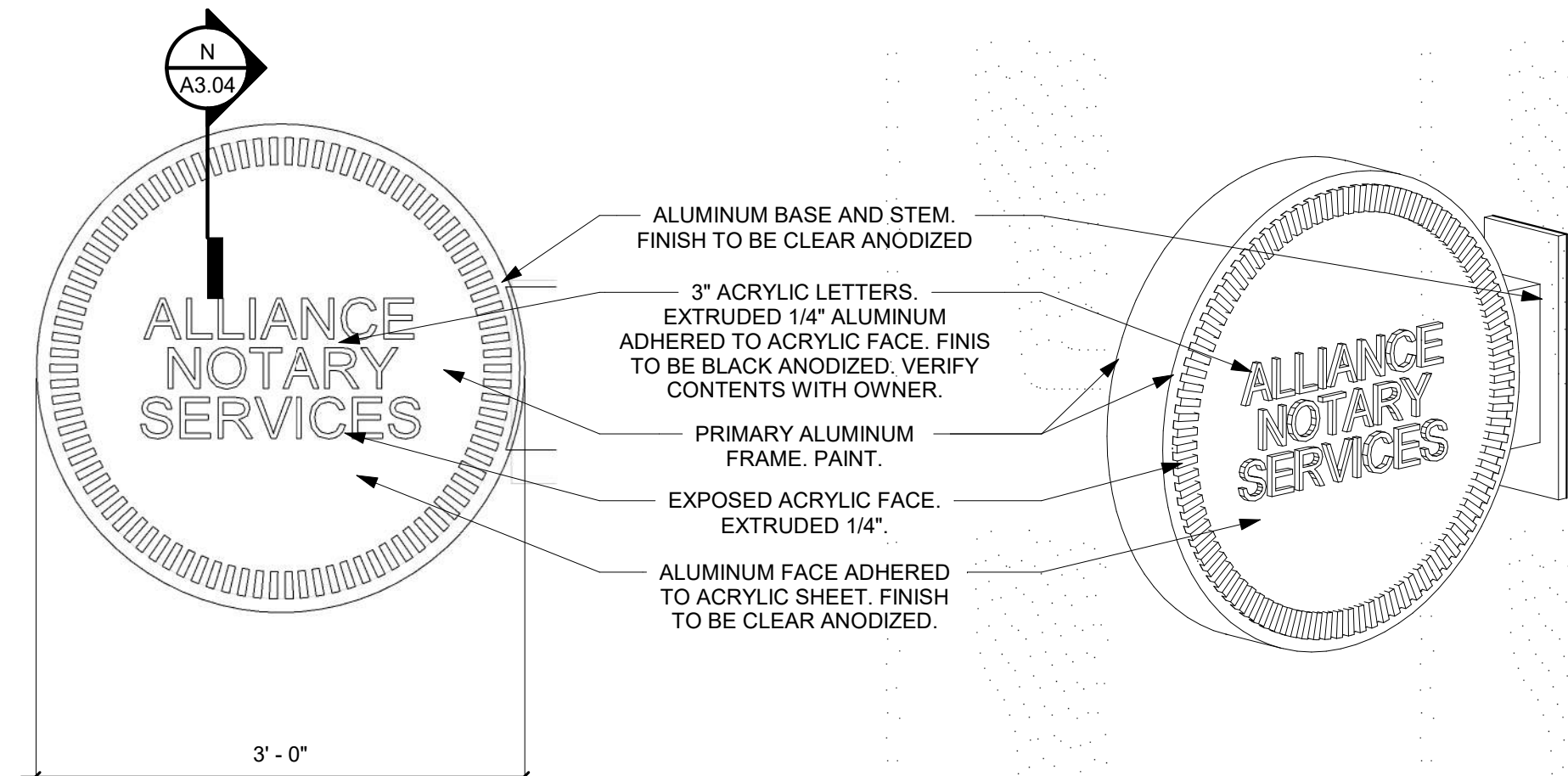
G SECTION DETAIL
1 1/2" = 1'-0"



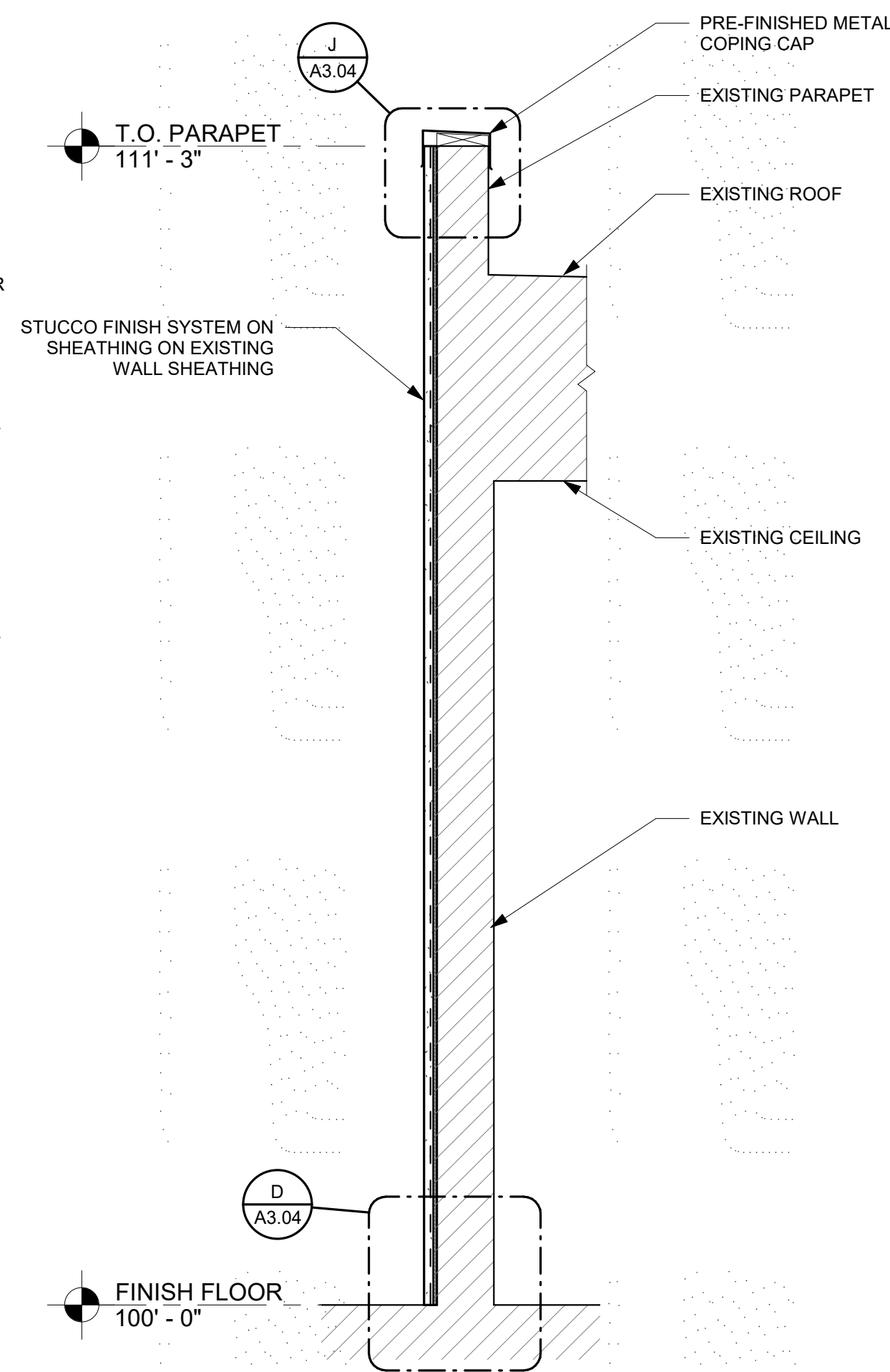
E SECTION DETAIL
1 1/2" = 1'-0"



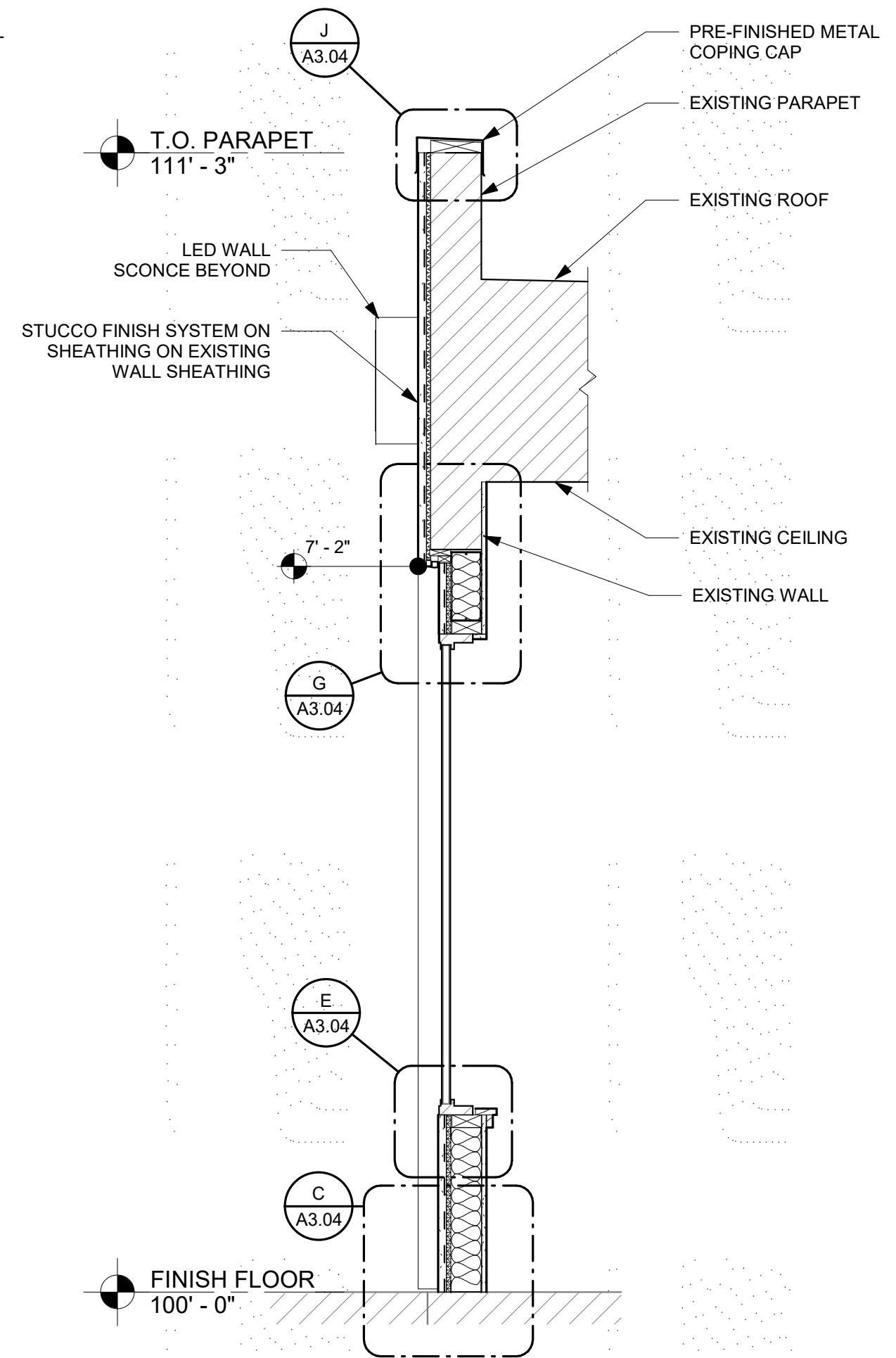
C SECTION DETAIL
1 1/2" = 1'-0" REF FROM: A / A3.04



M SIGN ELEVATION
1" = 1'-0" REF FROM: C / A3.02



B WALL SECTION
3/4" = 1'-0" REF FROM: A / A3.02



A WALL SECTION
3/4" = 1'-0" REF FROM: 5 / A3.02

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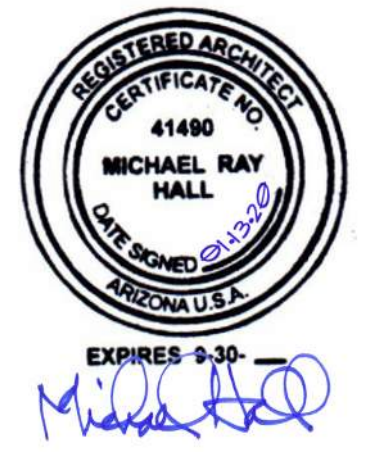
SHEET NAME:
Signage, Wall Sections and Details

SHEET NUMBER:
A3.04

ASBFI - PROJECT #4

S&S PROPERTY MANAGEMENT

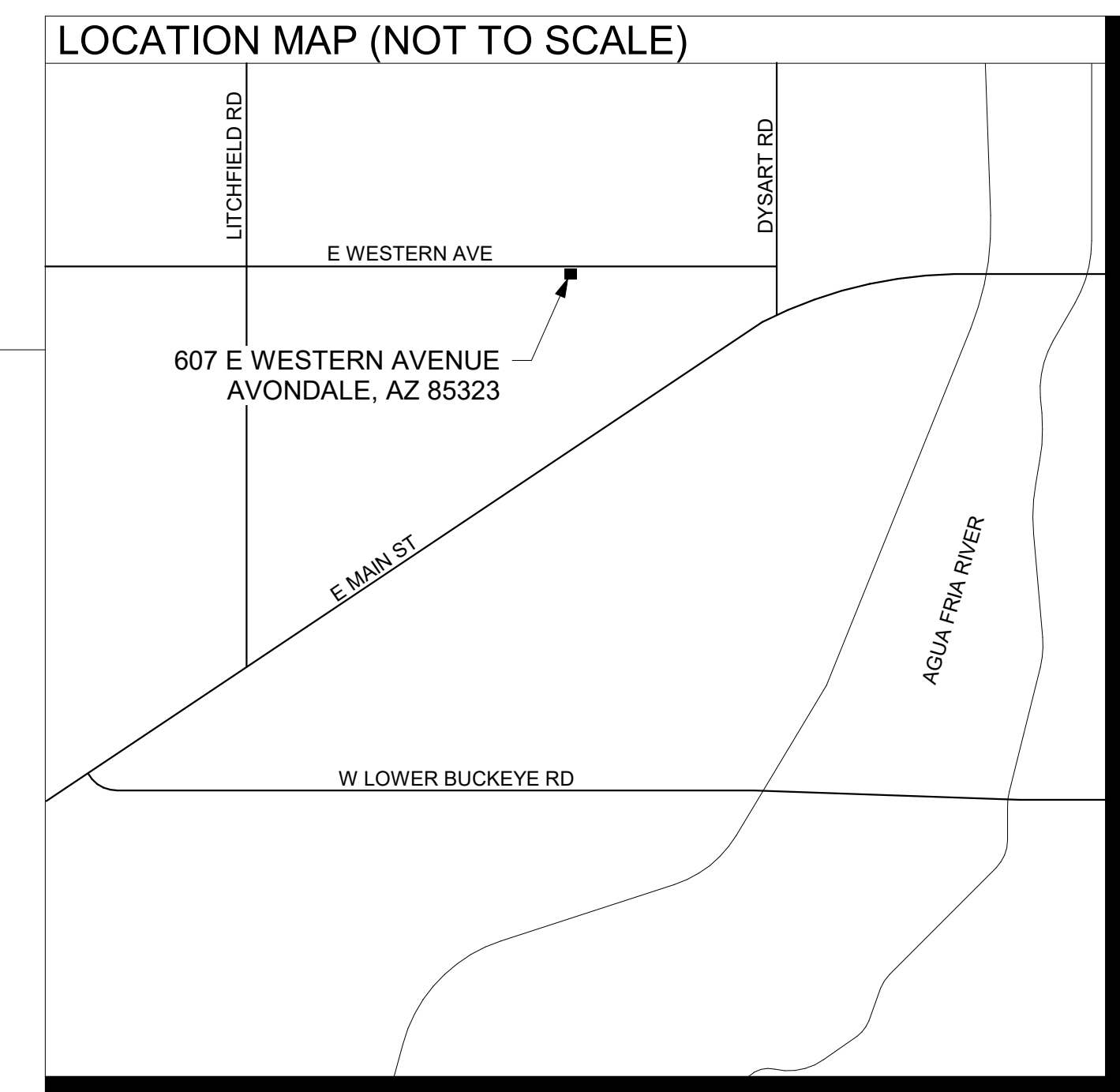
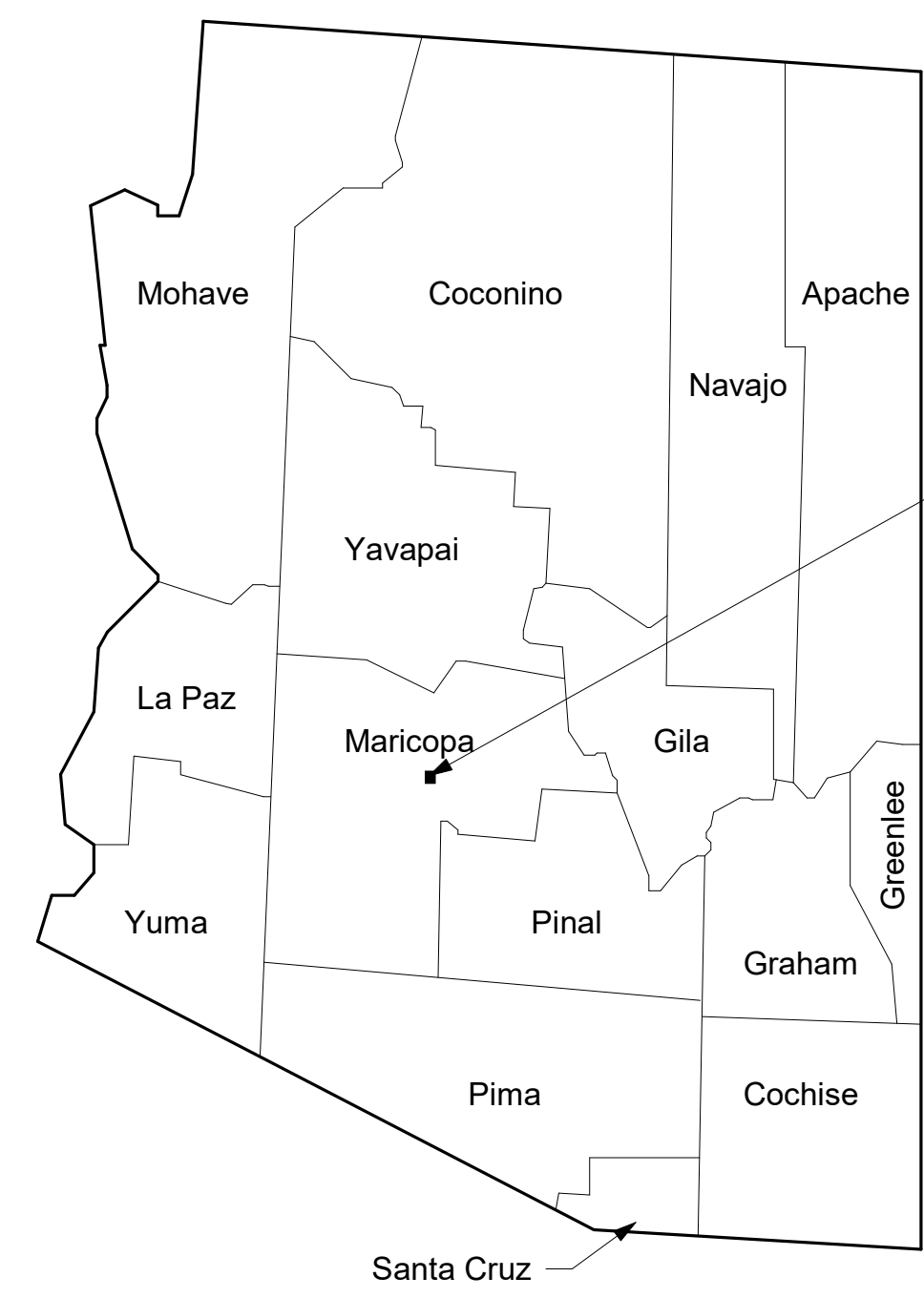
FACADE IMPROVEMENTS



ASBFI - Project # 4 - S&S Property Management

607 E Western Avenue, Avondale, AZ 85323

CONTACTS	
OWNER'S REPRESENTATIVE:	
NEIGHBORHOOD REVITALIZATION CITY OF AVONDALE 1007 S 3RD ST AVONDALE, AZ 85323 P(623) 333-2725	
ARCHITECT	
GH2 ARCHITECTS 1201 S ALMA SCHOOL RD, SUITE 16100 MESA, AZ 85210 P(480) 699-1945	
STRUCTURAL CONSULTANT:	
ADVANCED STRUCTURAL ENGINEERS 9308 E RAINTREE DR SCOTTSDALE, AZ 85260 P(602) 264-1010	



SYMBOL LEGEND	
BUILDING SECTION AND REFERENCE	
WALL SECTION SYMBOL	
ENLARGED FLOOR PLAN OR PLAN DETAIL REFERENCE	
PARTITION TYPE SYMBOL	
ELEVATION OR HEIGHT SYMBOL	
KEY NOTE	
DOOR MARK	
WINDOW MARK	

SHEET INDEX	
A4.00	Cover Sheet
A4.01	Demolition Floor Plans and Elevations
A4.02	Floor Plans and Elevations
A4.03	Signage, Wall Sections and Details

ALTERNATES	
1.	ADD ALTERNATE #4.1 - WINDOWS
A.	REMOVE EXISTING WINDOWS AND REPLACE WITH NEW ALUMINUM FRAMED WINDOW SYSTEM.
2.	ADD ALTERNATE #4.2 - DEPOSIT BOX
A.	REMOVE AND DISCARD EXISTING THROUGH WALL DEPOSIT BOX. PATCH MASONRY AND INTERIOR WALL AT REMOVED DEPOSIT BOX AND CHUTE TO MATCH SURROUNDING FINISHES. ADD NEW THROUGH WALL DEPOSIT BOX IN LOCATION INDICATED.

BUILDING CODE INFORMATION	
1.	APPLICABLE CODES AND STANDARDS
A.	2018 INTERNATIONAL BUILDING CODE
B.	2018 INTERNATIONAL EXISTING BUILDING CODE
C.	2017 NATIONAL ELECTRICAL CODE
D.	2018 INTERNATIONAL MECHANICAL CODE
E.	2018 INTERNATIONAL PLUMBING CODE
F.	2018 INTERNATIONAL FUEL GAS CODE
G.	2018 INTERNATIONAL ENERGY CONSERVATION CODE
H.	2010 ADA STANDARDS FOR ACCESSIBLE DESIGN

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SHEET NAME:
Cover Sheet

SHEET NUMBER:
A4.00

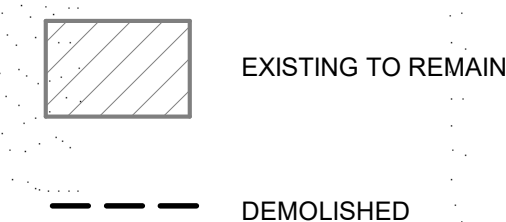
ELECTRICAL DEMOLITION NOTES

- ALL WORK IS TO BE PERFORMED IN STRICT COMPLIANCE WITH THE NATIONAL ELECTRIC CODE, STATE LAWS, AND ALL OTHER REGULATIONS GOVERNING WORK OF THIS NATURE.
- MEET WITH OWNER PRIOR TO DEMOLITION TO IDENTIFY EXISTING MATERIALS, SYSTEMS, EQUIPMENT, ETC. ARE CONSIDERED SALVAGE OR DEBRIS. REMOVE DEBRIS FROM SITE AND DISPOSE OF IN AN APPROVED MANNER AS DIRECTED BY OWNER/GENERAL CONTRACTOR, AND INCLUDE ALL ASSOCIATED COSTS IN THE BID.
- THE CONTRACTOR SHALL VERIFY ALL PANELBOARD AND EQUIPMENT LOCATIONS IN THE FIELD PRIOR TO START OF CONSTRUCTION. SUBMITTING A BID AND STARTING CONSTRUCTION MEANS THAT YOU UNDERSTAND THE SITE CONDITIONS AND WILL BE RESPONSIBLE FOR ANY UNFORESEEN EXISTING CONDITIONS NOT EXPLICITLY SHOWN ON THESE DRAWINGS.
- PRIOR TO DEMOLITION, FIELD VERIFY AND IDENTIFY ANY EXISTING ELECTRICAL AND MECHANICAL EQUIPMENT TO REMAIN. CONTRACTOR TO FIELD VERIFY THE EXISTING DEMAND LOAD VS NEW ADDITIONAL ELECTRICAL LOADS TO EXISTING ELECTRICAL SERVICE. CONTRACTOR TO ENSURE THAT NEW EQUIPMENT LOAD SHOULD NOT EXCEED THE MAXIMUM ELECTRICAL RATING FOR EXISTING ELECTRICAL EQUIPMENT. IF REQUIRED, PROVIDE UPGRADE TO EXISTING ELECTRICAL SERVICE AS REQUIRED WITH NO ADDITIONAL COST TO OWNER. NOTIFY ENGINEER AND OWNER FOR SUCH CONDITIONS AS REQUIRED.
- PRIOR TO THE INTERRUPTION OF EXISTING FEEDERS OR PANELS, THE CONTRACTOR SHALL VERIFY, BY MEANS OF TRACKING ALL EXISTING CIRCUITS, THAT ALL BRANCH CIRCUITS BEING FED FROM DEMOLISHED/RELOCATED FEEDERS AND PANELS ARE NOT SERVING AREA WHICH ARE TO REMAIN. WHERE NECESSARY, RECONNECT CIRCUITS TO CORRESPONDING NEW OR EXISTING TO REMAIN BRANCH CIRCUIT PANELS. THESE CONDITIONS SHALL APPLY TO FIRE ALARM, COMMUNICATION, CONTROLS AND SPECIAL SYSTEMS.
- ANY CONCEALED CONDUITS MADE OBSOLETE DUE TO THE DEMOLITION SHALL BE CUT BACK TO FLOOR, WALL OR CEILING WITH THE REMAINING ENDS PLUGGED TO ALLOW REFINISHING OF THE SURFACES. EXISTING CONDUITS THAT ARE IN WALLS OR FLOORS WHICH ARE TO REMAIN AND CONDUIT DOES NOT, AND WILL NOT INTERFERES WITH THE WORK OF ANY TRADE, MAY REMAIN. ALL ABANDONED WIRE SHALL BE REMOVED IN ITS ENTIRETY.
- UNLESS NOTED OTHERWISE IN THESE DRAWINGS, ALL EXISTING BRANCH CIRCUITS SHALL BE RETAINED FOR RE-USE TO FEED NEW CIRCUITS AND EQUIPMENT. KEEP TRACK OF WHICH CIRCUIT BECOME AVAILABLE DURING DEMOLITION FOR USE IN THE NEW CONSTRUCTION.
- ANY CONDUIT WHICH REQUIRES REMOVAL DOWN TO THE FLOOR LEVEL SHALL BE CUT EVEN WITH THE FLOOR AND CAPPED INSIDE, AND OPENINGS SHALL BE FILLED WITH CONCRETE PATCHING. REPAIR SURFACES TO MATCH ADJACENT AS REQUIRED.
- REMOVE ALL ELECTRICAL DEVICES AS REQUIRED BY DEMOLITION. ALL DEMOLITION WORK IS NOT DETAILED ON THESE DRAWINGS. COORDINATE WITH OWNER FOR SCOPE OF DEMOLITION. REMOVAL AND RELOCATION OF SOME EXISTING ELECTRICAL WORK SHALL BE NEEDED FOR SATISFACTORY PERFORMANCE OF THIS AND OTHER TRADES. PROPOSALS SHALL INCLUDE CONSIDERATION FOR ANY AND ALL REQUIRED CHANGES REGARDING DEMOLITION OF DEVICES, REMOVALS, RECONNECTION OR ADDITIONAL WORK AS REQUIRED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DISCONNECTING AND DISPOSING OF ALL ELECTRICAL EQUIPMENT, CONDUIT, WIRE, DEVICES, ETC. AS REQUIRED FOR A COMPLETE DEMOLITION. ALL FLUORESCENT LAMPS AND PCB BALLAST SHALL BE DISPOSED OF IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS.
- WHERE DEMOLITION AND/OR NEW CONSTRUCTION INTERRUPTS EXISTING ELECTRICAL CIRCUITS FEEDING EXISTING EQUIPMENT, DEVICES, OR LIGHTING TO REMAIN, BUT NOT SHOWN ON DRAWINGS. CONTRACTOR TO REWORK CIRCUITRY AS REQUIRED TO MAINTAIN EXISTING OPERATION AND INCLUDE ALL ASSOCIATED COSTS IN THE BID.
- ALL CIRCUITING AND FEEDERS SERVING AREAS BEYOND THE DEMOLITION ARE SHALL BE MAINTAINED AND REPAIRED AS REQUIRED. AT THE CONTRACTOR EXPENSE. SO THAT ALL SUCH SYSTEMS REMAIN IN OPERATIONS. CONTINUITY SHALL REMAIN AT ALL TIMES WHILE DISCONNECTING EQUIPMENT AND DEVICES FROM CIRCUITS THAT ARE TO REMAIN. CONTINUOUS SERVICE FEEDERS, CIRCUITS, PARTIAL CIRCUITS AND OUTLETS EFFECTED BY DEMOLITION WORK SHALL BE MAINTAINED, EXCEPT WHEN WRITTEN PERMISSION IS PROVIDED BY THE OWNER. ALL WORK REQUIRING SHUT-DOWN OF EXISTING SYSTEMS SHALL BE COORDINATED WITH OWNER AT NO ADDITIONAL COST TO OWNER. CONTRACTOR SHALL PLAN AND PERFORM WORK IN SUCH A WAY AS TO MINIMIZE THE OUTAGES AND SUBMIT TO THE OWNER A SCHEDULE OF THE REQUIRED OUTAGES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING MATERIAL NOT EFFECTED BY THE SCOPE OF DEMOLITION WORK WHICH IS DAMAGED BY HIS WORK. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY/ALL DAMAGED MATERIALS OR EQUIPMENT AS REQUIRED/DIRECTED AT NO ADDITIONAL COST TO OWNER. REPAIRING AND PATCHING SHALL BE DONE BY THE RESPECTIVE TRADES INVOLVED. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND RESTORATION OF EXISTING CONSTRUCTION IN AREA WHICH ARE NOT IN THE RENOVATION WORK AREA, BUT REQUIRED TO ACCOMMODATE NEW WORK AND REMOVAL OF ABANDONED SYSTEMS.
- THE OWNER SHALL RESERVE ALL RIGHTS TO CLAIMING MATERIAL REMOVED DURING DEMOLITION. THE CONTRACTOR SHALL VERIFY WHICH ITEMS AND/OR MATERIALS THE OWNER WISHED TO CLAIM AND ALL OTHER ITEMS NOT CLAIMED BY OWNER TO A DESIGNATED LOCATION.
- COORDINATE ANY PLANNED POWER OUTAGES WITH THE OWNER. DO NOT SHUT OFF POWER TO ANY EQUIPMENT OR BRANCH CIRCUITS WITHOUT GETTING WRITTEN APPROVAL FROM THE OWNER. IF REQUIRED, MAKE PROVISION FOR TEMPORARY POWER TO BRANCH CIRCUITS AND EQUIPMENT AT THE OWNERS DIRECTION.
- PROVIDE TEMPORARY POWER TO SECURITY AND SURVEILLANCE EQUIPMENT THAT MAY BE AFFECTED DURING POWER OUTAGES.
- AVOID DISRUPTION OF SERVICES DURING NORMAL BUSINESS HOURS. ALL SYSTEM SHUTDOWNS SHALL BE COORDINATED WITH BUILDING OWNER AND SCHEDULED AFTER NORMAL BUSINESS HOURS OR AS OTHERWISE APPROVED BY OWNER.

GENERAL DEMOLITION NOTES

- ALL WORK SHALL COMPLY WITH IBC, 2018 EDITION.
- REMOVE ALL ITEMS SHOWN ON DEMOLITION PLANS WITH DASHED LINE WORK AND WITHIN AREA SHOWN AS "EXTENTS OF AREA TO BE DEMOLISHED." SEE ADDITIONAL SPECIFIC INFORMATION IN "DEMOLITION KEY NOTES" THAT ARE NOTED ON THE DRAWINGS. DEMOLITION KEYNOTES MAY NOT BE SHOWN AT EVERY LOCATION THAT SPECIFIC WORK IS REQUIRED. THEY ARE INTENDED TO APPLY TO ALL LOCATIONS WHERE A SPECIFIC GRAPHIC OCCURS USING DASHED LINE WORK.
- PATCH AND REPAIR EXISTING SUBSTRATES THAT ARE TO REMAIN AS REQUIRED TO PREPARE THEM FOR NEW WORK AND FINISHES AS DEFINED ELSEWHERE IN THE DOCUMENTS. CRACKS AND/OR STRUCTURAL DAMAGE RESULTING FROM DEMOLITION SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR AND TO THE SATISFACTION OF THE OWNER AND THE ARCHITECT.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTION AND FINAL CONDITION OF ALL EXISTING ADJACENT FINISHES.
- DO NOT ALTER, REMOVE OR DEMOLISH ANY STRUCTURAL SYSTEMS DURING DEMOLITION OR CONSTRUCTION NOT SHOWN TO BE REMOVED.
- CONTACT ARCHITECT BEFORE REMOVING OR DEMOLISHING ANY EXISTING CONSTRUCTION OR ITEMS NOT SHOWN TO BE REMOVED.
- CONTACT ARCHITECT FOR ANY UNSEEN CONDITIONS OR UNCERTAIN AREAS THAT ARE NOT CLEARLY DEFINED BY THE DOCUMENTS.
- NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND THE DRAWINGS. IN THE EVENT OF CONFLICT BETWEEN THE DRAWINGS OR BETWEEN A DRAWING AND SPECIFICATION ITEM, THE DRAWING OR SPECIFICATION REQUIRING THE GREATER EXTENT, LARGER NUMBER, OR HIGHER QUALITY SHALL GOVERN. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- CONTRACTOR TO COORDINATE ALL DEMOLITION WORK WITH NEW CONSTRUCTION AND RENOVATION PRIOR TO START.
- LOCATIONS OF EXISTING FIXTURES ARE BASED ON GENERAL FIELD OBSERVATIONS. CONTRACTOR TO FIELD VERIFY LOCATIONS OF FIXTURES AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.
- DEBRIS RESULTING FROM DEMOLITION AND CONSTRUCTION SHALL BE REMOVED ENTIRELY FROM THE CONSTRUCTION SITE ON A DAILY BASIS TO A WASTE AREA PROVIDED BY THE CONTRACTOR. AS THE WORK PROGRESSES FROM ONE AREA TO THE NEXT, THE CONTRACTOR SHALL LEAVE THE AREA COMPLETED IN A BROOM CLEAN CONDITION.
- REMOVE EXISTING LIGHT FIXTURES WITHIN DEMO AREAS, UNLESS OTHERWISE NOTED. DE-ENERGIZE CIRCUITS UNTIL READY FOR NEW LIGHTING. COORDINATE WITH ELECTRICAL PLANS TO DETERMINE IF CIRCUITS WILL BE RE-USED, RELOCATED, OR ABANDONED.
- THE CONTRACTOR SHALL COMPLY WITH REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. DO NOT USE WATER WHEN IT MAY CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING AND POLLUTION.
- REMAINING BUILDING TO REMAIN IN WATER TIGHT CONDITION.
- ANY MATERIALS TO BE RECLAIMED/RECYCLED SHALL BE AT THE DISCRETION OF THE CONTRACTOR.
- STAGING AND STORAGE AREA, AND LOCATIONS OF TEMPORARY FACILITIES TO BE COORDINATED WITH THE OWNER/ARCHITECT AND CONSTRUCTION MANAGER.

DEMOLITION LEGEND



DEMOLITION KEYNOTES

D01	ADD ALTERNATE #1 - REMOVE EXISTING WINDOW AND FRAME SYSTEM IN ITS ENTIRETY. PREPARE OPENING FOR NEW WINDOW SYSTEM.
D02	REMOVE EXISTING DOOR AND FRAME SYSTEM IN ITS ENTIRETY. PREPARE OPENING FOR NEW DOOR.
D03	REMOVE SECURITY GATE.
D04	REMOVE STREET NUMBER. STORE FOR REINSTALLATION.
D05	ADD ALTERNATE #2 - REMOVE EXISTING MAIL DROP.
D06	REMOVE EXISTING CANOPY AND SUPPORTS IN THERE ENTIRETY.



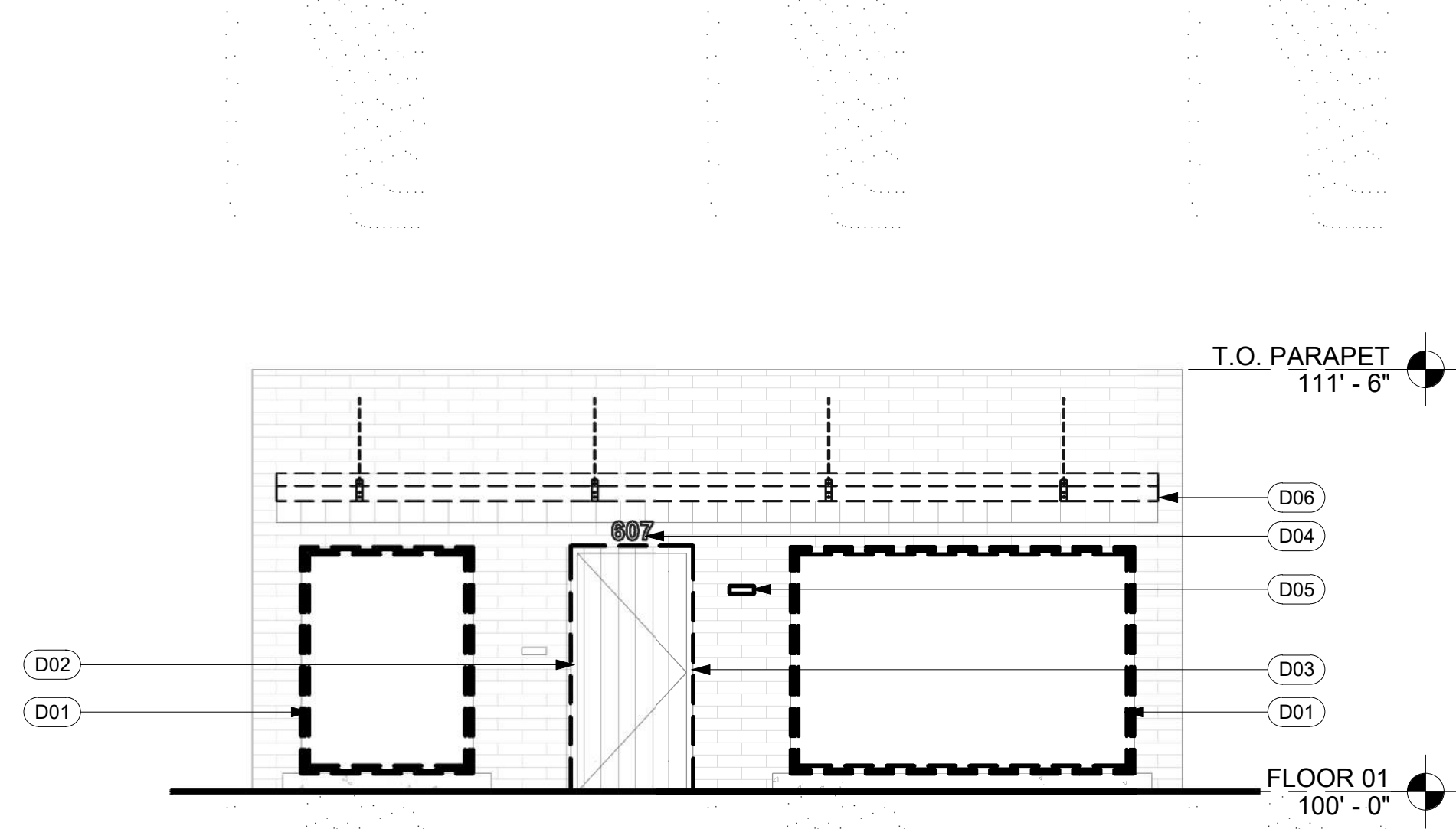
ASBFI - Project # 4 - S&S Property Management

607 E Western Avenue, Avondale, AZ 85323

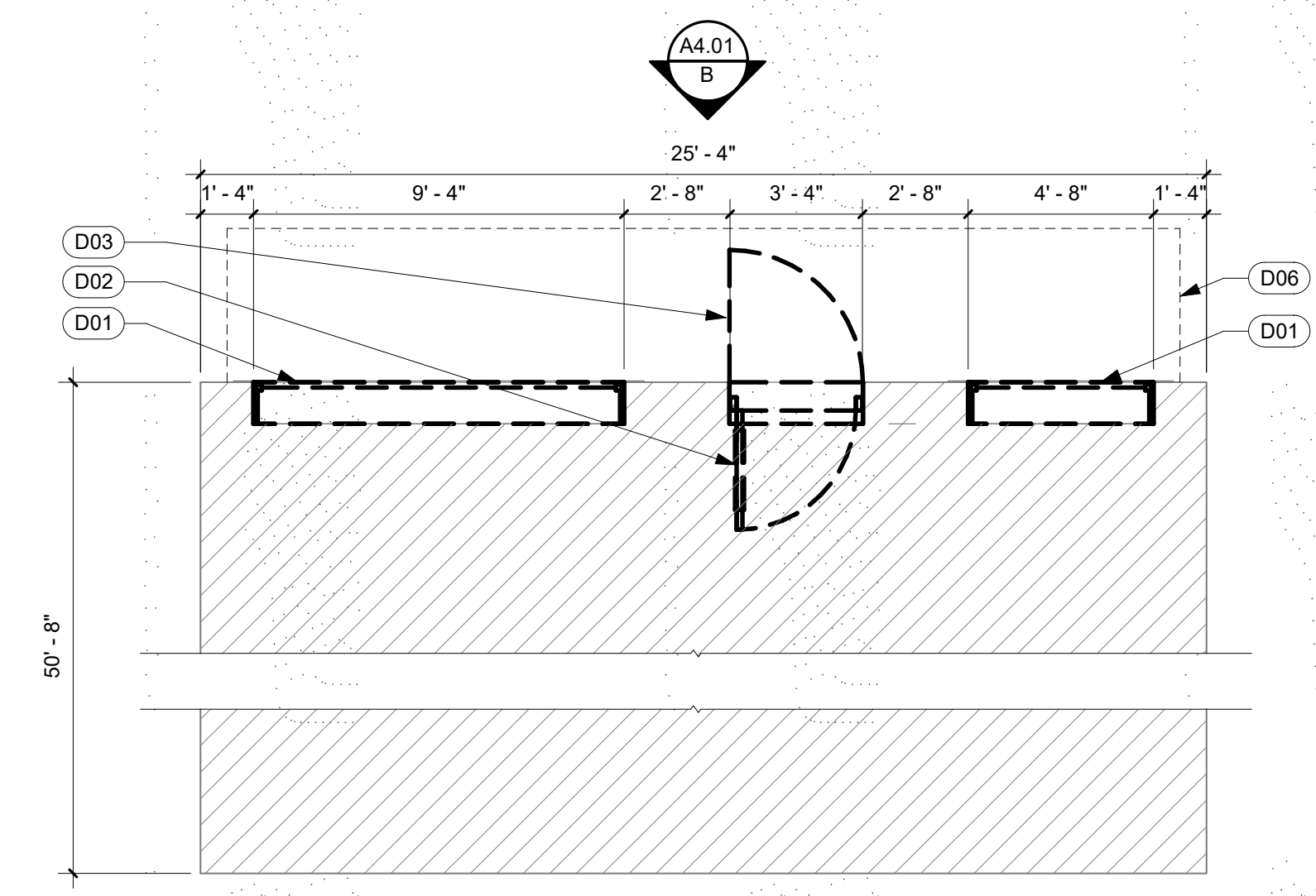
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20180101.01
ISSUE DATE:
01/13/2020
ISSUE:
Construction Documents

OTHER ISSUE DATES:
NO. DESCRIPTION DATE

SHEET NAME:
Demolition Floor Plans and Elevations
SHEET NUMBER:
A4.01



B NORTH ELEVATION - DEMOLITION
1/4" = 1'-0"



A FIRST FLOOR - DEMOLITION
1/4" = 1'-0"

GENERAL ELECTRICAL NOTES

- MATERIALS FURNISHED SHALL BE NEW. MATERIALS SHALL BE A MANUFACTURER'S STANDARD AND ESTABLISHED PRODUCT LINE, AND SHALL BE LISTED AND LABELED FOR THE APPLICATION BY UNDERWRITER'S LABORATORIES (U.L.), OR SHALL BE CERTIFIED BY OTHER APPROVED LABORATORY OR BY THE BUILDING OFFICIAL HAVING JURISDICTION.
- THE PLANS ACCOMPANYING THESE SPECIFICATIONS ARE GENERALLY DIAGRAMMATIC AND DO NOT SHOW ALL DETAILS REQUIRED FOR THE COMPLETE WORK. ESTABLISH DETAILS OF THE WORK AS NECESSARY TO PROVIDE FOR THE COMPLETE INSTALLATION OF SYSTEMS AND MATERIALS. ARRANGE THE WORK SO AS TO AVOID INTERFERENCE WITH OTHER BUILDING COMPONENTS OR SYSTEMS AS ACTUALLY INSTALLED.
- COMPLY WITH APPLICABLE OR NECESSARY JOB SAFETY PROVISIONS.
- PROVIDE FOR SYSTEM RACEWAYS, OUTLET BOXES, PULL "WIRES" OR "CORDS", OUTLET BOX OPENINGS, BOX EXTENSIONS, DEDICATED RECEPTACLES, BACKBOARDS, ETC. AS SPECIFIED AND INDICATED.
- ELECTRICAL SYSTEMS, EQUIPMENT, AND SUPPORTING STRUCTURES SHALL BE COMPLETELY AND EFFECTIVELY GROUNDED. BONDING JUMPERS SHALL BE PROVIDED WHERE NECESSARY. METAL ELECTRICAL RACEWAYS AND FITTINGS, JOINTS AND CONNECTIONS AT EQUIPMENT SHALL BE MECHANICALLY AND ELECTRICALLY SECURED TO PROVIDE AN APPROVED EQUIPMENT OR ENCLOSURE GROUNDING MEANS, EVEN WHEN NO OTHER SEPARATE GROUNDING MEANS ARE ALSO PROVIDED OTHER INHERENTLY OR BY BONDING.
- WHERE GREEN GROUNDING CONDUCTORS ARE NOT INDICATED SPECIFICALLY FOR EACH BRANCH CIRCUIT BY THE DRAWINGS, PROVIDE FOR EACH RACEWAY A GREEN #12 GROUNDING CONDUCTOR IN ADDITION TO BRANCH CIRCUIT CONDUCTORS INDICATED.
- UNLESS OTHERWISE INDICATED OR DIRECTED FOR SPECIAL APPLICATIONS, WIRING DEVICES SHALL BE INSTALLED WITH TOP-OF-BOX MOUNTING HEIGHT ABOVE FINISHED FLOOR BETWEEN 18-INCHES AND 48-INCHES, AS REQUIRED BY HANDICAPPED CODES. MOUNTING HEIGHT FOR SPECIFIC DEVICES SHALL BE AS SCHEDULED BY THE PLANS.
- ELECTRICAL CONDUCTORS SHALL BE COLOR CODED AS REQUIRED BY CODE: EQUIPMENT GROUND: GREEN. PHASE CONDUCTORS: RED, BLUE, BLACK, NEUTRAL, WHITE.
- NOTIFY THE OWNER'S REPRESENTATIVE OF ANY NONFUNCTIONING MATERIAL OR POTENTIALLY UNSAFE CONDITION WITHIN THE PROJECT SYSTEMS THAT IS OBSERVED DURING THE CONDUCT OF THE WORK.
- THE WORK COVERED BY THIS SPECIFICATION SHALL INCLUDE PROVIDING SUPERVISION, LABOR, SUPPLIES, MATERIALS (TO INCLUDE EQUIPMENT), TOOLS, SERVICE, DOCUMENTATION, TESTS & DEMONSTRATIONS, CERTIFICATES, AND DOLLAR COSTS REQUIRED TO CONSTRUCT THE COMPLETE SYSTEMS AS SPECIFIED HEREIN AND AS SHOWN BY THE PLANS AND OTHER RELEVANT DOCUMENTS.
- SERVICE EQUIPMENT SHALL BE PROVIDED RATED FOR BUILDING LOADS, INCLUDING INTERRUPTING RATINGS. SERVICE EQUIPMENT SHALL BE SERVED USING THE TYPE SERVICE ENTRANCE EQUIPMENT AS INDICATED BY THE PLANS.
- RECEPTACLES SHALL BE 20A, 125V, SPECIFICATION GRADE, MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE.
- SWITCHES SHALL BE AS A MINIMUM IS 'HEAVY-DUTY' RATED, QUICK MAKE AND BREAK, SPECIFICATION GRADE, SINGLE THROW DEVICES.
- DISTRIBUTION EQUIPMENT USING CIRCUIT BREAKER TYPE PROTECTIVE DEVICES SHALL BE USE BOLTED-ON OR 'SQUARE D' I-LINE DEVICES.
- DISTRIBUTION EQUIPMENT SHALL BE AS INDICATED AND AS MANUFACTURED BY GENERAL ELECTRIC, CUTLER/HAMMER, SQUARE-D, SIEMENS.
- STARTERS AND DISCONNECT SWITCHES SHALL HAVE QUICK-MAKE AND QUICK-BREAK MECHANISMS, AND BE FULLY ENCLOSED.
- FIXTURE SUPPORTS AND HARDWARE SHALL BE SUITABLE METAL UNLESS OTHERWISE INDICATED. SUPPORT STUDS USED FOR INDOOR FIXTURE OR COMPONENT SUPPORT SHALL BE WOOD DIECAST STUD SHALL NOT BE USED. PROVIDE SEISMIC RESTRAINTS ON ALL FIXTURES PER LOCAL REQUIREMENTS.
- LAMP SHALL BE MANUFACTURED BY GENERAL ELECTRIC, PHILIPS, OR OSRAM/SYLVANIA.
- CONDUCTORS SHALL BE OF SOFT DRAWN, ANNEALED COPPER HAVING A CONDUCTIVITY OF NOT LESS THAN 98 PERCENT BY 'ASTM' STANDARDS.
- UNLESS OTHERWISE REQUIRED BY CODE OR INDICATED:
A. CONDUCTORS NO. 12 AWG AND NO. 10 AWG SIZE SHALL BE SOLID.
B. CONDUCTORS NO. 8 AWG SIZE AND LARGER SHALL BE STANDARD.
- RIGID STEEL AND IMC STEEL CONDUIT SHALL BE HOT DIP GALVANIZED. STEEL EMT SHALL BE HOT DIP GALVANIZED OUTSIDE, AND ENAMEL OR GALVANIZED FINISHED INSIDE.
- EMT COUPLINGS AND CONNECTORS SHALL BE METAL AND SET- SCREW TYPE.
- UNLESS OTHERWISE INDICATED, WIRING DEVICES SHALL BE:
A. SWITCHES: HUBBELL 1221 OR EQUAL.
B. RECEPTACLES: HUBBELL OR EQUAL.
C. COLOR AS SELECTED BY OWNER.
- FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH UL LISTING RESTRICTIONS AND LOCAL CODES AND ORDINANCES.
- UNLESS OTHERWISE REQUIRED BY CODE OR FUNCTION OR INDICATED BY THE PLANS, CONDUCTORS FOR POWER AND LIGHTING BRANCH CIRCUITS SHALL BE # 12 AWG MINIMUM.
- CONDUCTORS SHALL BE CONNECTED BY U.L. APPROVED CONNECTORS. BRANCH CIRCUIT WIRING TO SIZE #8 SHALL BE CONNECTED BY CONNECTORS WITH LIVE SPRING TENSION.
- RACEWAYS AND CABLE SHALL BE RUN CONCEALED, EXCEPT THAT RACEWAY DESIGNED ONLY FOR SURFACE MOUNTING AND RACEWAYS AND CABLE IN EQUIPMENT ROOMS SHALL BE RUN EXPOSED, UNLESS OTHERWISE INDICATED. CONCEALED CONDUIT RUN ABOVE CEILING LINE SHALL BE SUPPORTED INDEPENDENTLY OF CEILING CONSTRUCTION. WHERE CEILING IS OF THE LAY-IN TYPE MAY BE USED, CONDUITS MUST BE INSTALLED HIGH ENOUGH TO PERMIT REMOVAL OF CEILING PANELS OR EQUIPMENT.
- UNLESS OTHERWISE INDICATED, RACEWAY SHALL BE AS FOLLOWS:
A. CONCEALED INSIDE WHERE NOT IN WET OR DAMP LOCATIONS AND NOT EXPOSED TO MECHANICAL INJURY, AND USED FOR 120V/ 20A BRANCH CIRCUITS: ELECTRICAL METALLIC TUBING (EMT).
B. FINAL CONNECTION RACEWAYS IN DRY LOCATIONS SERVING LIGHTING FIXTURES, OR OTHER NON-MOTOR EQUIPMENT LIKELY TO REQUIRE MOVEMENT FOR ADJUSTMENT OR LIKELY TO TRANSMIT SHOCK OR VIBRATION INTO THE RACEWAY SYSTEM, BUT NOT REQUIRING FLEXIBILITY FOR OPERATION, AND WHERE APPROVED FOR THE APPLICATION SHALL BE FLEXIBLE METALLIC TUBING(FLEX) WHERE APPROVED FOR THE APPLICATION.
- BOXES SHALL NOT BE INSTALLED BACK- TO- BACK AND THRU-WALL TYPE BOXES SHALL NOT BE USED DUE TO TRANSMISSION OF SOUND OR HEAT AND SMOKE. OFFSET TO MAINTAIN FIRE RATING PER UL REQUIREMENTS.
- SUSPENDED CEILING CONSTRUCTION SHALL NOT BE USED TO SUPPORT RACEWAYS, BOXES OR OTHER ITEMS, EXCEPT AS ALLOWED BY CODE, ACCEPTED BY THE ENGINEER, AND ACCEPTED BY THE ARCHITECT IN WRITING FOR THE SPECIFIC ITEMS TO BE SUPPORTED.
- COVER PLATES FOR FLUSH, DRY, ORDINARY LOCATIONS SHALL BE STANDARD CONFIGURATIONS, ONE PIECE, STANDARD SIZE PLATES WITH MATCHING SCREWS, AND HAVING MATERIALS, STYLES, AND FINISHES AS SELECTED BY ARCHITECT.
- CONFIRM THE FOLLOWING WITH OWNER PRIOR TO ROUGH-IN: EXACT LOCATIONS OF RECEPTACLES AND VOICE/DATA/TV OUTLETS; EXACT CONNECTION REQUIREMENTS OF OWNER-FURNISHED EQUIPMENT.
- EMPTY CONDUIT EXISTING FROM THE INTERIOR TO THE EXTERIOR OF THE BUILDING SHALL BE FILLED WITH AN APPROVED MATERIAL TO PREVENT CIRCULATION OF WARM AIR TO A COLDER SECTION OF THE RACEWAY PER NEC 300.7A
- WORK SHALL BE FURNISHED AND INSTALLED AS A MINIMUM IN ACCORDANCE WITH THE APPLICABLE REQUIREMENT AND RECOMMENDATIONS OF THE LATEST LOCALLY ADOPTED EDITION OF CODES AND STANDARDS OF THE FOLLOWING:
A. NATIONAL ELECTRICAL CODE (NEC) - NFPA 70
B. ENERGY CODE - ASHRAE/IESNA 90.1
C. LIFE SAFETY CODE - NFPA 101
D. OTHER NFPA STANDARDS 90A AND 99
E. GAS 120-3-20
F. U.L. STANDARDS AND LISTING REQUIREMENTS AND NEMA STANDARDS
G. FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, CODES, AND RULINGS OF BUILDING OFFICIALS HAVING JURISDICTION IN AVONDALE, AZ.

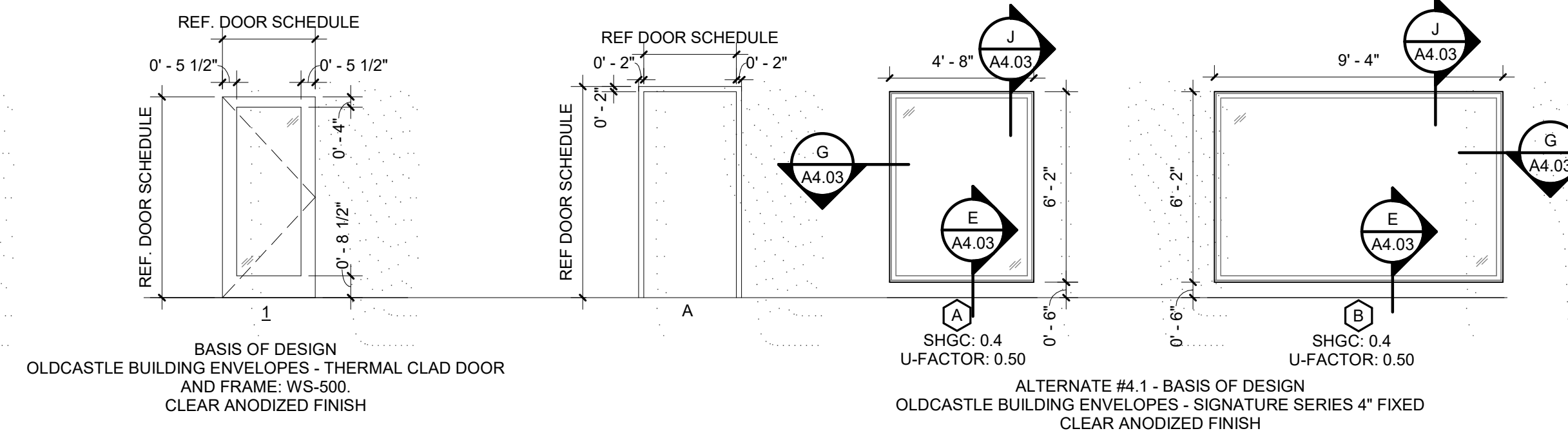
LIGHTING FIXTURE SCHEDULE

TYPE MARK	DESCRIPTION	MANUFACTURER	MODEL	VOLTS	MOUNTING	LAMP	NOTES
L1	RECESSED LINEAR LED	LUMINII	KRSW-64-30K-SO-F-GS-BZ-B-1	120 VA	RECESSED	LED	1, 2

- NOTES
- ALL EXTERIOR LIGHTING SHALL BE CONNECTED TO AN ELECTRONIC TIME SWITCH WITH AN INTEGRAL ASTRONOMICAL TIME CLOCK.
 - FIELD VERIFY VOLTAGE.

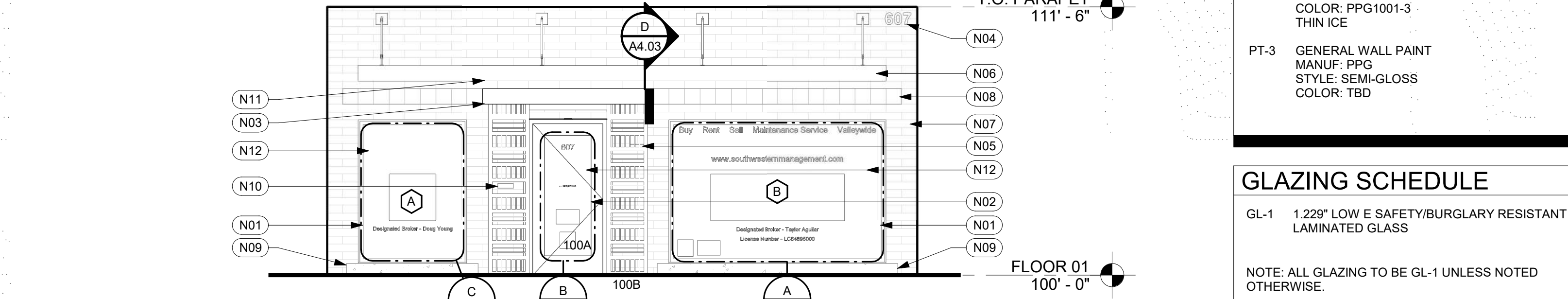
DOOR SCHEDULE

MARK	DOOR				HARDWARE SET	FRAME		GLAZING	HEAD	JAMB	THRESHOLD	COMMENTS
	WIDTH	HEIGHT	MATERIAL	FINISH		MTL.	TYPE					
100A	3'-0"	6'-6"	ALUMINUM	CL. ANO. 1	01	CL. ANO.	A	GL-1	K/A4.03	H/A4.03	F/A4.03	
100B	3'-4"	7'-1"	STEEL			STEEL			J/A4.03	H/A4.03	F/A4.03	



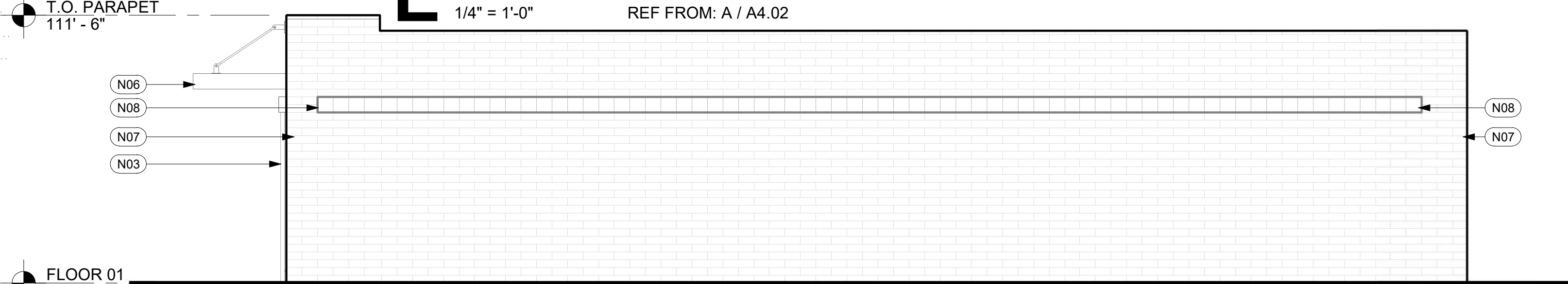
DOOR TYPES DOOR FRAME TYPE WINDOW ELEVATIONS

1/4" = 1'-0" 1/4" = 1'-0" 1/4" = 1'-0"



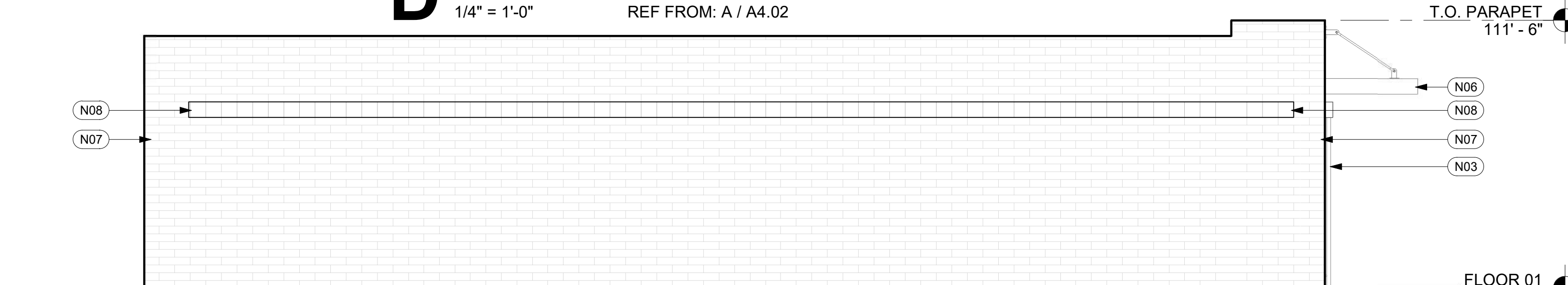
E NORTH ELEVATION

1/4" = 1'-0" REF FROM: A / A4.02



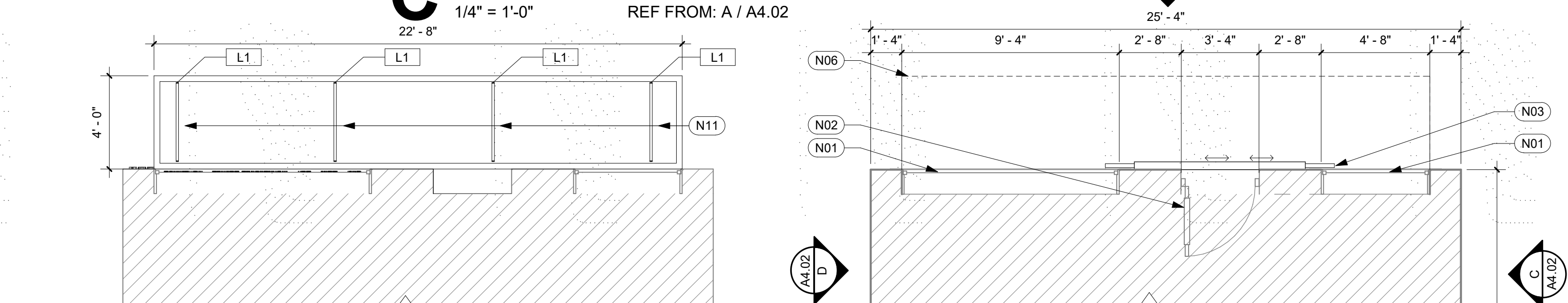
D WEST ELEVATION

1/4" = 1'-0" REF FROM: A / A4.02



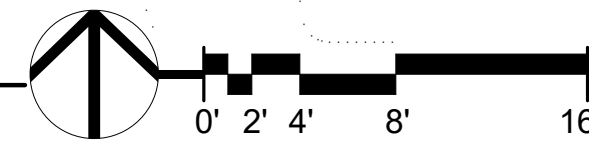
C EAST ELEVATION

1/4" = 1'-0" REF FROM: A / A4.02



B RCP - FIRST FLOOR

1/4" = 1'-0"



A FIRST FLOOR

1/4" = 1'-0"



KEYNOTES - NEW

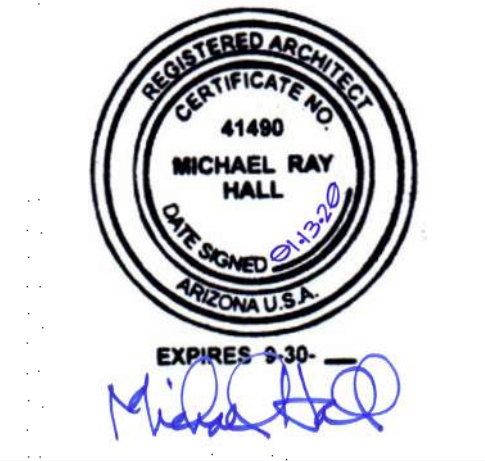
- N01 ADD ALTERNATE #4.1 - NEW ALUMINUM FRAME AND WINDOW SYSTEM. FIELD VERIFY EXISTING OPENING.
- N02 NEW DOOR AND FRAME. FIELD VERIFY DIMENSIONS.
- N03 NEW SECURITY DOOR AND FRAME. FIELD VERIFY DIMENSIONS. PAINT PT-3
- N04 REINSTALL STREET NUMBER SIGN.
- N05 ADD ALTERNATE #4.2. REPAIR BRICK AND INTERIOR FINISH AT REMOVED MAIL SLOT.
- N06 NEW PREMANUFACTURED ALUMINUM CANOPY.
- N07 PAINT TYPICAL BRICK PT-1.
- N08 PAINT ACCENT BRICK PT-2.
- N09 PAINT CONCRETE SILL PT-1.
- N10 ADD ALTERNATE #4.2 - NEW THROUGH WALL DEPOSIT SLOT WITH SECURE BOX AT INTERIOR. BASIS OF DESIGN: PERMA-VAULT PRO-2225-K
- N11 NEW LINEAR LED FIXTURE AT UNDERSIDE OF CANOPY.
- N12 NEW WINDOW DECAL. REFER TO DECAL DETAILS. VERIFY FONT, SIZE & CONTENT WITH OWNER.

FINISH LEGEND

- WALL FINISH**
- PT-1 GENERAL WALL PAINT
MANUF: PPG
STYLE: SEMI-GLOSS
COLOR: PPG1147-6
JADE JEWELL
 - PT-2 ACCENT PAINT
MANUF: PPG
STYLE: SEMI-GLOSS
COLOR: PPG1001-3
THIN ICE
 - PT-3 GENERAL WALL PAINT
MANUF: PPG
STYLE: SEMI-GLOSS
COLOR: TBD

GLAZING SCHEDULE

- GL-1 1.229" LOW E SAFETY/BURGLARY RESISTANT LAMINATED GLASS
- NOTE: ALL GLAZING TO BE GL-1 UNLESS NOTED OTHERWISE.



ASBFI - Project # 4 - S&S Property Management

607 E Western Avenue, Avondale, AZ 85323

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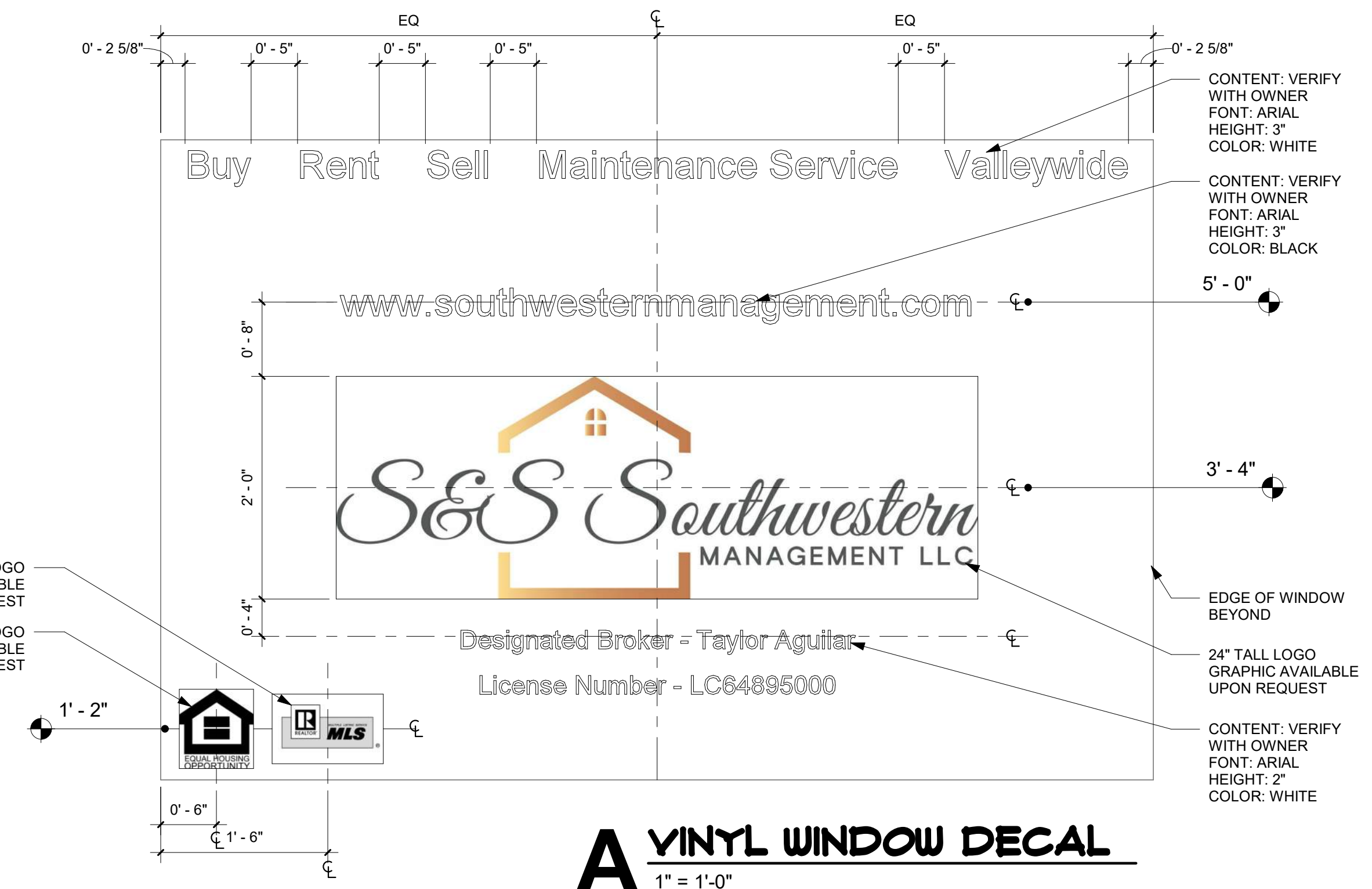
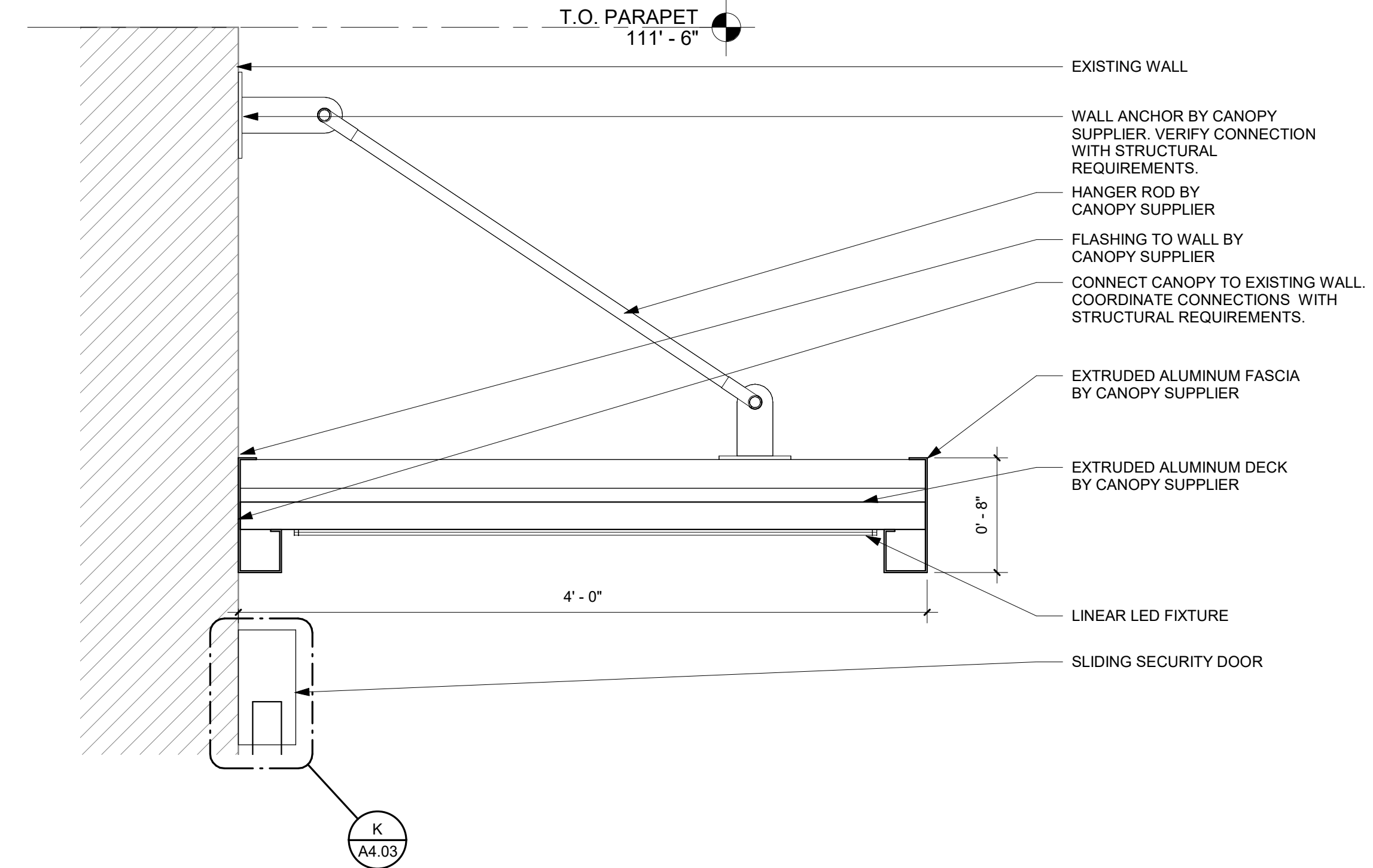
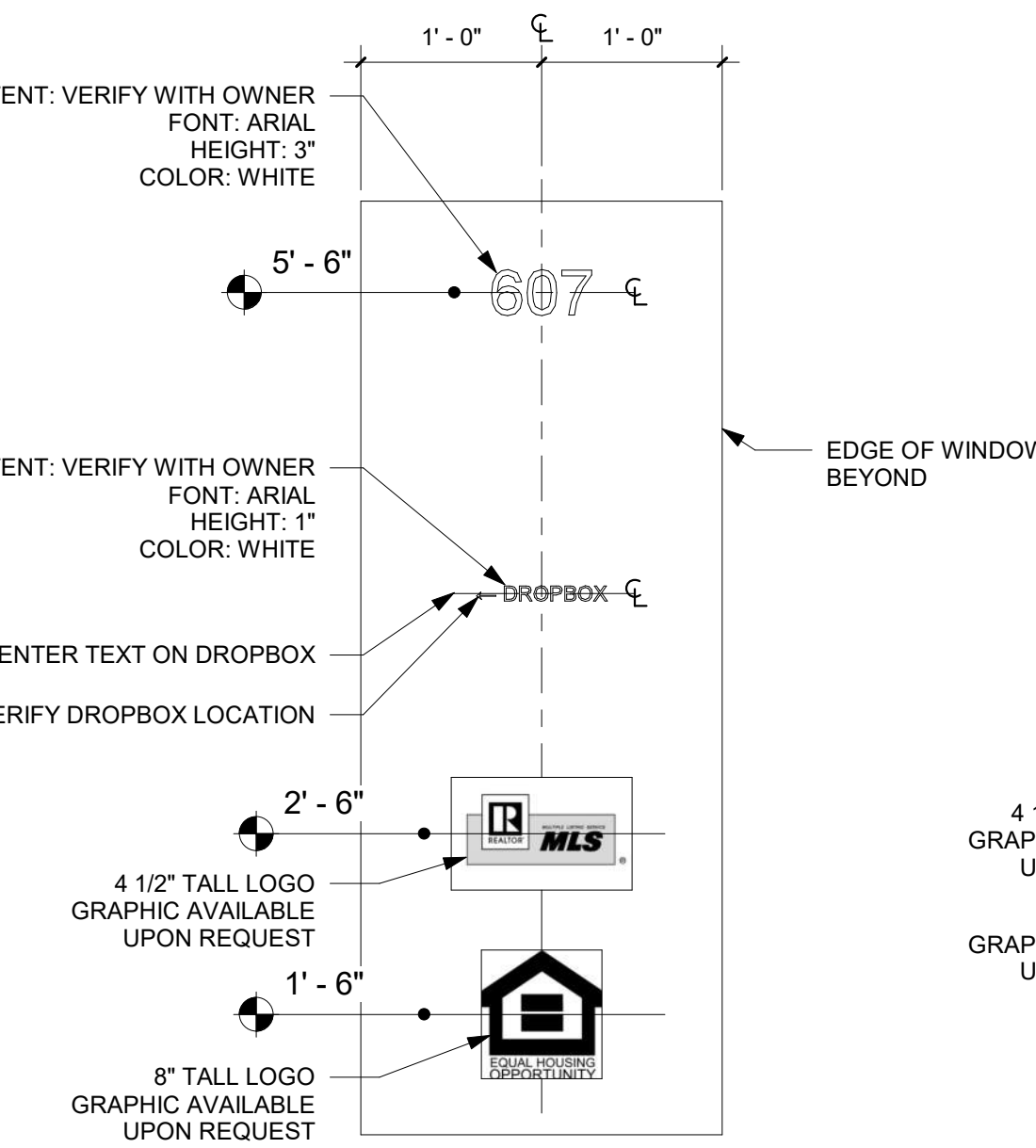
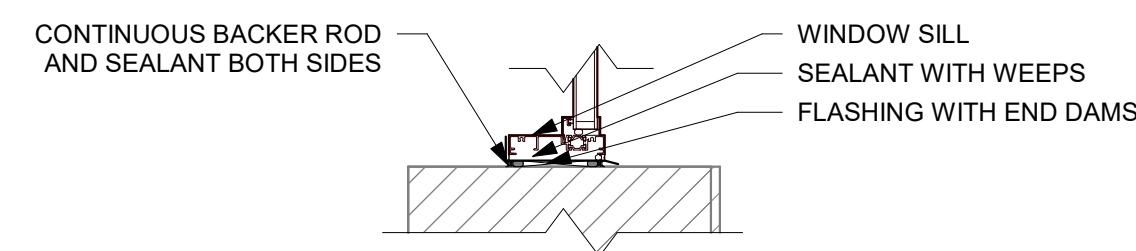
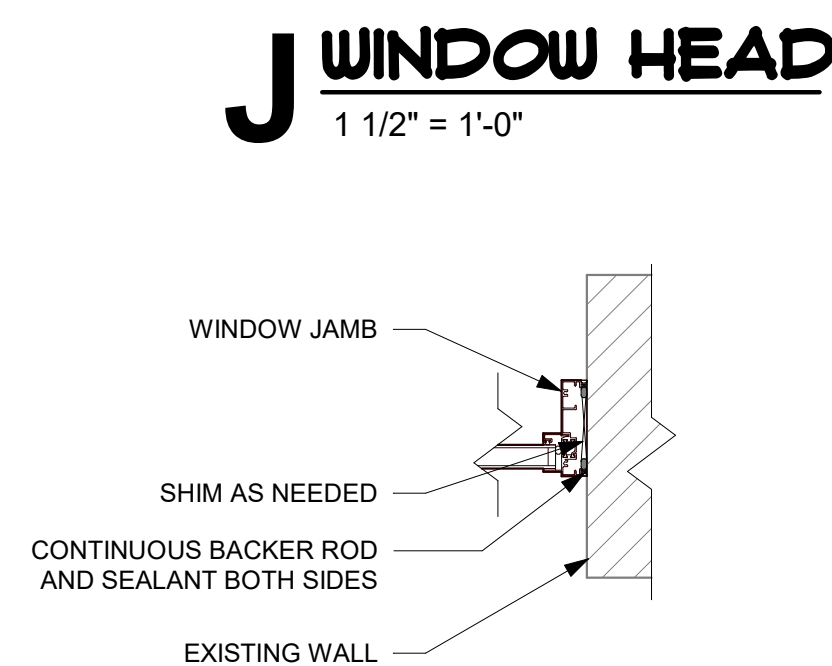
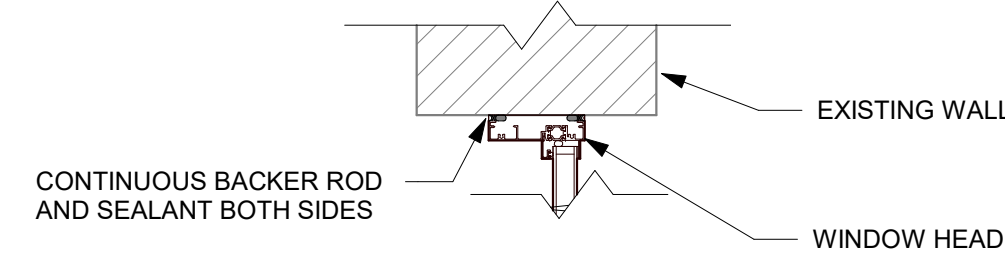
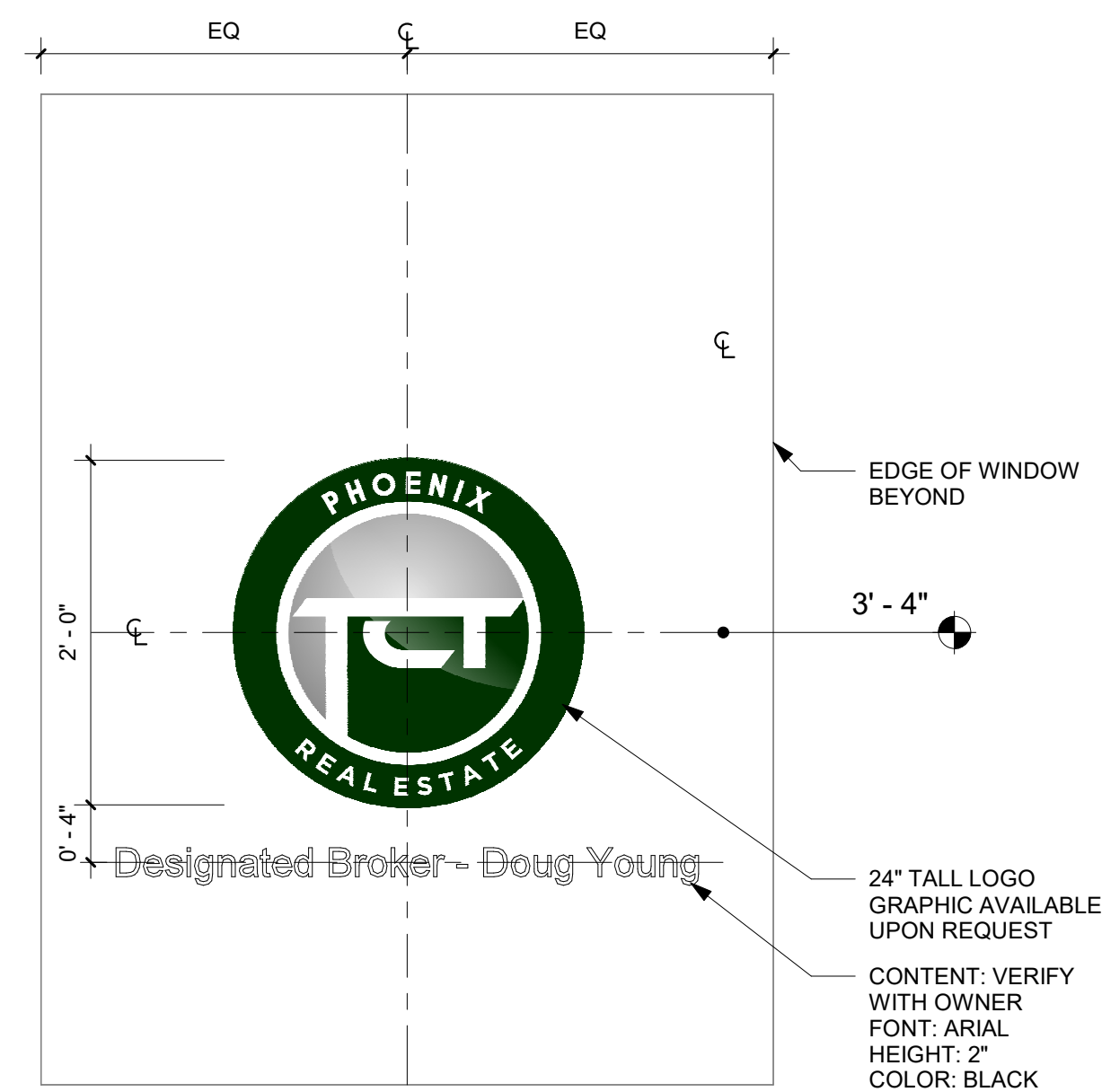
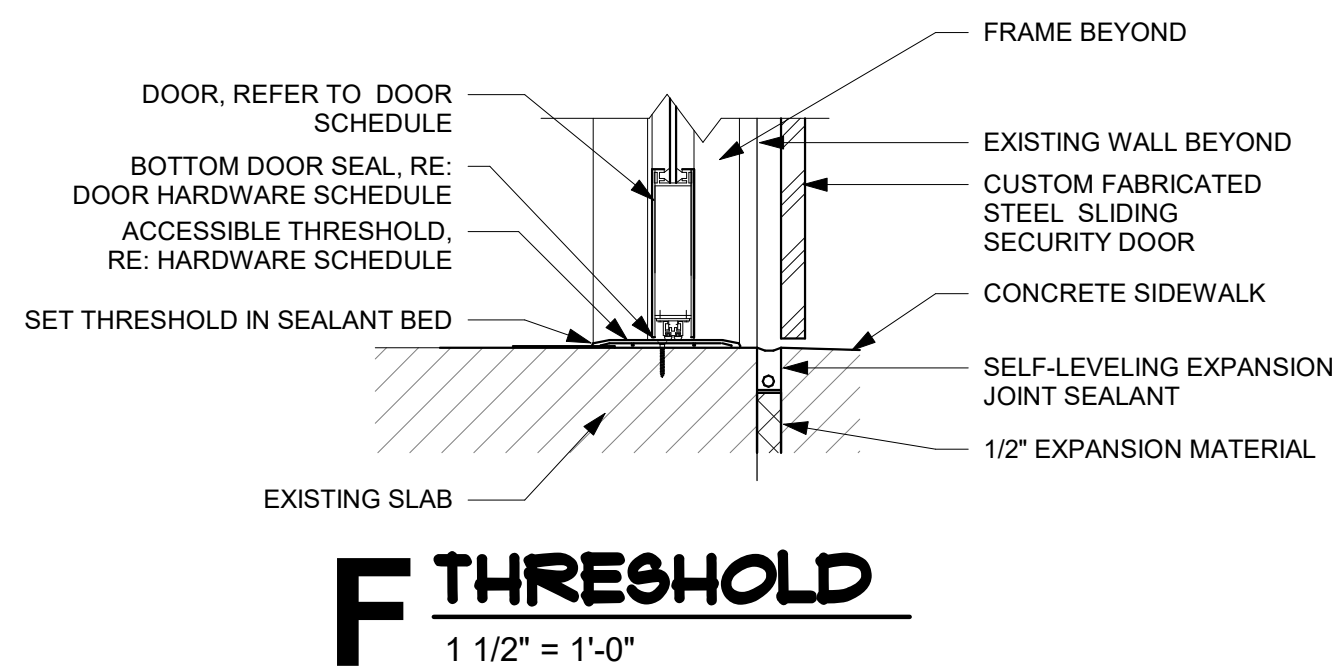
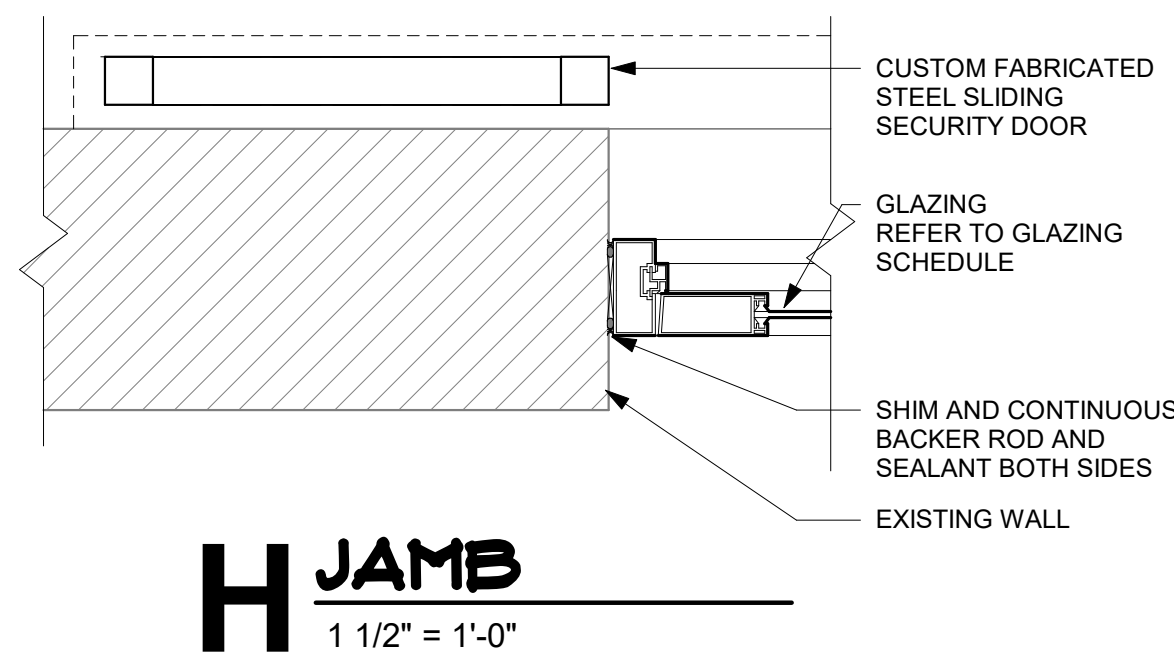
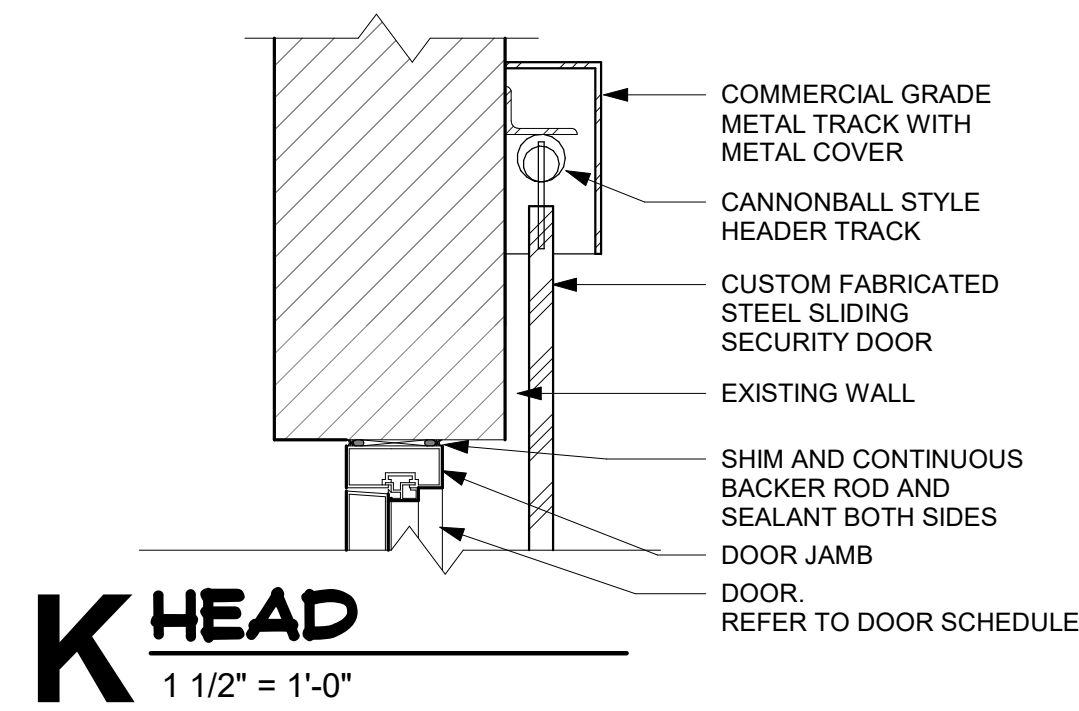
OTHER ISSUE DATES:
NO. DESCRIPTION DATE

SHEET NAME:
Floor Plans and Elevations

SHEET NUMBER:
A4.02

SIGNAGE GENERAL NOTES

1. CONTENTS, FONTS AND TEXT SIZES OF SIGNAGE TO BE VERIFIED BY OWNER PRIOR TO PRODUCTION.



GH2 PROJECT NUMBER:
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01/13/2020
ISSUE:
Construction Documents

OTHER ISSUE DATES:
NO. DESCRIPTION DATE

SHEET NAME:
Signage, Wall Sections and Details

SHEET NUMBER:
A4.03

Technical Specifications

for the

Avondale Small Business Façade Improvements

for

Project 1 – Michael G. Velázquez State Farm Agency

123 E Main Street
Avondale, AZ 85323

Project 2 – Paletas La Michoakana

105 E Western Avenue
Avondale, AZ 85323

Project 3 – Alliance Notary Services

111 E Western Avenue
Avondale, AZ 85323

Project 4 – S&S Property Management

607 E Western Avenue
Avondale, AZ 85323

January 13, 2020

Owner's Representative
Neighborhood Revitalization
City of Avondale
1007 S 3rd St
Avondale, AZ 85323
P - (623) 333-2725

Architect
GH2 ARCHITECTS, LLC
1201 S. Alma School Rd. Ste 16100
Mesa, AZ 85210
P - (480) 699-1945



GH2 Project Number: 20180101.01

**SECTION 00 0110
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- D. 00 4323 - Alternates Form
- E. 00 4327 - Separate Prices Break-Out Form
- F. 00 5200 - Agreement Form

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- C. 01 2300 - Alternates
- D. 01 2500 - Substitution Procedures
- E. 01 3000 - Administrative Requirements
- F. 01 4000 - Quality Requirements
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EXPIRES 9-30-

Michael Ray Hall

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END OF SECTION



EXPIRES 9-30-
Michael Hall

**SECTION 00 3100
AVAILABLE PROJECT INFORMATION**

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to the existing surface and subsurface conditions and structures is available to bidders, as follows:
 - 1. Avondale Small Business Façade Improvements – Structural Assessment ASE Project No. 20190066. January 10, 2020

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION



Advanced Structural Engineering

9308 E Raintree Drive, Scottsdale, AZ 85260

January 10, 2020

Robert Wadsack, AIA, LEED AP
Director of the Phoenix Office
GH2 Architects
1201 Alma School Road, Suite 16100
Mesa, AZ 85210

**Reference: Avondale Small Business Façade Improvements – Structural Assessment
ASE Project No. 20190066**

Dear Mr. Wadsack:

This report addresses the structural assessment for the proposed façade improvements at various Avondale Small Businesses further described herein.

INTRODUCTION

Advanced Structural Engineering (ASE) was engaged to perform an initial structural assessment of the following Avondale small businesses:

- 123 E Main Street: State Farm Building, the planned improvement intends to provide a partially self-supported (steel frame) canopy attached at the face of the building.
- 105 E Western Avenue, Paletas La Michioakana, the planned improvement intends to add an aluminum shade cover as well as building mounted signage.
- 111 E Western Avenue, Alliance Notary Services, the planned improvement intends to build out the front of the building wall framing and adding building signage.
- 607 E Western Avenue, S&S Southwest Management, the planned improvement intends to replace existing wood canopy with a premanufactured metal canopy.

Design development drawings and conceptual information as provided can be found in the Appendix section following this report. The intent of this assessment is to make recommendations regarding the support of the proposed façade improvements.

SITE VISIT

Project Manager, Eric Domingo with ASE performed the initial site visit on 09/23/2019 with Robert Wadsack of GH2 Architects. The focus of the site visit was general observation of the planned locations



Advanced Structural Engineering

9308 E Raintree Drive, Scottsdale, AZ 85260

for improvement. Buildings were observed as is observing structural elements and building condition. Pictures and general measurements were taken, pictures will be included as part of the appendix.

OBSERVATION

The following was observed at the building façade of each location:

123 E Main Street: State Farm Building:

- Building is a single story reinforced masonry structure.
- Façade of the building appeared to be constructed of split face masonry units (CMU).
- CMU appeared to be half size (nominal 4"x8"x16") in a running bond.
- There appeared to be indication that there was an existing façade attachment at one time.
 - From discussion with Robert Wadsack, this appears to have been a canopy, partially supported by the building façade.
- Evidence of columns for previous canopy appear away from the building face (located at sidewalk).

105 E Western Avenue, Paletas La Michioakana:

- The single story building structure could not be verified at the time of observation without any destructive investigation.
 - Building is currently assumed to be masonry construction indicative of the surrounding structures, and covered/painted in a Pueblo style.
- Mounted at the face of the building are (2) metal roll-up doors.
- Some minor cracking was noted around at the front left of the building.

111 E Western Avenue, Alliance Notary Services:

- Building is a single story wood structure.
 - From site observation and discussion with Robert Wadsack, front entry portion appears to be a wood framed expansion to the original structure.
- Windows have bars mounted to building face at each side of main entry way.
- A mansard roof spans the entirety of the front building façade from a few inches above the main doorway to the roof.

607 E Western Avenue, S&S Southwest Management:

- Building is a single story masonry structure.
- Bearing walls appear to be CMU with nominal dimensions of 4"x8"x16" in a running bond.
- An existing wooden canopy is mounted to the building face and is braced back at (3) points to the building façade at/near the roof level diaphragm.

EVALUATION

The following is an evaluation of the currently proposed improvements at each of the building facades as it pertains to attachment and support at the existing building. Information provided for the project will be referenced here and in the appendix.



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123 E Main Street: State Farm Building:

- Proposed façade improvement is a partially self-supported steel frame canopy with metal deck roof, located primarily at the front entry and (2) windows.
 - The intent is to span approximately 5-ft from the building face.
 - Deck span is perpendicular to the face of the building.
- Framing shown intends to attach to face of building with (3) beams and span outward to (3) columns.
- Framing is not at a uniform spacing, but appears to be aligned close to wall jambs (near adjacent openings).
- In discussion with Robert Wadsack at the site, intended placement of columns will likely be located away from original design footing locations.

105 E Western Avenue, Paletas La Michioakana:

- Proposed façade improvement includes the following items: Aluminum covering at coiling security doors, backlit aluminum sign, and a Popsicle shaped sign above the entryway.
- The aluminum covering consists of aluminum tube framing with a multitude of oblong aluminum slats attached to the face as a decorative covering.
 - The intent is to hide the already in place coiling door.
- Popsicle front sign will be mounted above entry door perpendicular to the face of the building, approximate dimensions are 2.5-ft by 5.5-ft.
- Front signage will consist of various aluminum letters attached to an aluminum raceway, and is intended to attach directly to the face of the building.

111 E Western Avenue, Alliance Notary Services:

- Proposed façade improvement consists of a new stucco finish at the exterior and the addition of building signage above the main entryway.
- Intent is demo the existing façade back to the underlying sheathing then build out from there.
 - New façade will be furred out and stucco will then applied at the new surface.
- Mansard roof will also be removed to continue the intended facial profile of the building.
- A 3-ft diameter sign is intended to be installed perpendicular to the face of the building above the main entry way.

607 E Western Avenue, S&S Southwest Management:

- Proposed façade improvement consists of the replacement of the existing canopy with a new premanufactured aluminum canopy, new security door frame, and a new deposit slot.
- New security door is intended to attach the main building face and will be field located based on the existing door.
- New deposit slot adjacent to the doorway is intended to replace the previous mail drop.
- Premanufactured aluminum canopy is intended to be an updated direct replacement to the previous wooden canopy.
 - Bracing shown in provided drawings indicate that the number of braces are reduced from (4), as previous, to (3).



CONCLUSIONS/RECOMMENDATIONS

These following conclusions/recommendations are determined from the observations of the intimal site visit as well as evaluation of the design intent for the building façade improvements. It is intended that the following be used as reference on the feasibility of the design intent:

123 E Main Street: State Farm Building:

- At the new intended canopy, it appears that the main building originally had a canopy attached at the front entry way, we would recommend the following options for attachment at the front:
 - Beams frame at face of building, deck spans to framing which is supported by the beam attached to building face. Deck does not frame directly to the existing building.
 - This option would simplify the building structural attachment to just at the beam framing, but would require increased loading for the beam attachment.
- Proposed locations for columns/beam line lines up with building jambs (for windows and doors), this should be maintained to allow for a direct load path with regards to the framing supports.
- Expansion anchors (5/8-in diameter) minimum, to be used for attachment, but must be located at solid grouted cells, it is recommended that wall be scanned for location of reinforcement prior to placement of anchorage.
 - It would be reasonable to assume that jambs are reinforced but should still be verified in field.
 - The alternative to the expansion anchor would be to drill and epoxy an anchor of the same dimension, if used at an un-grouted cell, design values are reduced for that consideration.
 - Note that anchorage should be installed at the face of the grouted cell and not at the mortar bed joints.
- Split face block to be ground down to allow for better attachment of embed plates/angles.
- Locations of existing footing should be verified and removed for the placement of new column foundations.

105 E Western Avenue, Paletas La Michioakana:

- At the time of observation the underlying structure of the building could not be verified to be masonry without destructive investigation.
 - It is recommended before any construction take place that the underlying structure be determined for use in design.
 - If it is determined to be adobe, an alternative support for structural framing should be considered.
 - Vertical posts to existing foundations to support framing is an alternative if attachment to structure is not acceptable. Providing (3) supports would minimize framing span and member sizing.
- With regards to the aluminum covering, the following is recommended:
 - Underlying aluminum frame should have enough vertical space to accommodate internal diagonal bracing to allow for vertical support and lateral stiffness.
 - Updated drawings provide diagonals to aid framing as noted above.



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- Frame should also be dimensioned to minimize the gap between the face of the coiling door storage and face of the frame to reduce the cantilever distance, this will allow for smaller loading at the face of the existing structure.
 - Updated drawings indicate 2-in clearance.
 - Mounting at wall as currently shown consists of an embed plate and installed expansion anchors (alternatives as noted for the State Farm Building), with threaded rods attached at plate to allow for a bolted connection.
- At the front text sign, raceway should be directly mounted to the building structure via 1/4-in concrete screws or further spaced 5/8" anchors to maintain consistency throughout the various projects.
- All instances of anchorage should be through the exterior coating and properly embed at the structure below.
- The Popsicle shaped sign above the main entry way appears to be placed directly adjacent to the building roof level, this should be maintained so as to reduce any additional moment on the building parapet
 - Mounting should be similar to previous framing using an embed plate with 5/8-in anchors.
 - If vertical or lateral loading become a design issue the following can be considered:
 - Mounting arms for the Popsicle can be spread further (increased vertical spacing) to spread out the load.
 - Through plate can be used in lieu of embed plate (with anchors through the wall attaching to another plate(s) at the other side, also spreading the load.
 - Wire bracing may be used to laterally stabilize the Popsicle, wire can be attached at the outer face of the sign and tie back to the building at an angle.
- For proposed replacement of the existing windows, should the structure be determined as adobe, it is recommended that additional framing be provided.
 - Steel or wood header and jambs supporting the new opening, additional structure would be designed to accommodate loading from wall/roof above and transfer out of plane lateral loading as necessary.

111 E Western Avenue, Alliance Notary Services:

- Intended framing of new wall appears to be acceptable, new framing will be furred out from existing framing.
 - Existing sheathing should be maintained to avoid any design code requirements (changes in loading and attachment requirements compared to the original construction can necessitate a modification to the existing structure to meet current design code requirements).
 - This is reflected in the drawings indicating the façade is to be demoed to the sheathing/masonry if existing.
- Recommendations for the mounting of the 3-ft diameter sign are similar to the Popsicle indicated for Paletas.
 - Proposed location is directly above the doorway and is intended to be mounted to the existing stud wall.
 - Additional blocking or framing may be required to allow for lag screws to be used for attachment at the stud wall.



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- Alternatively a through connection may be used (in this case sandwiching the stud wall) depending on ceiling condition at interior (if this is exposed on the inside it may not be plausible).
- Wire bracing may also be used to stabilize the sign in lieu of completely depending on the anchorage.

607 E Western Avenue, S&S Southwest Management:

- New security door should be installed to the building façade per the manufacturer's requirements.
 - Care should be taken to avoid damaging the existing structural bearing wall reinforcement.
- Relocation of drop slot to opposite side of door should require verification of wall reinforcement so as not damage in situ support/wall reinforcement.
- The replacement of the existing canopy with the new canopy should take into consideration the following items:
 - Loading of the premanufactured canopy should be similar to the previous to minimize impact on the structure.
 - If load increase is significant, structural reinforcement may be required at existing wall.
 - New bracing quantity is reduced from the original (4), this may necessitate reinforcement of wall attachment to properly transfer load to roof diaphragm.
 - Attachment of bracing and canopy at wall should be per the manufacturer and located at block face avoiding the masonry bed joints.
 - Wall should be scanned to located grouted cells to allow for canopy anchorage.



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CONDITIONS

The opinions and conclusions developed by this investigation are based on sound engineering knowledge and judgment constrained by the scope of work and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed, or implied, and no warranty or guarantee is included or intended.

This report is prepared for the exclusive use of the GH2 Architects and is considered confidential and proprietary data. The report presents the evaluation and opinions of ASE regarding the structural integrity of the assembly and is not intended for the use of others.

We did not tear out, core drill, or do damage of any kind to the existing structure to augment our observations. We only observed those conditions that were readily accessible and available to view. Visual observations of the structure were performed on elements of the structure readily accessible at the date and time of our investigation. Other than the structure this report does not address any other architectural, civil, electrical, mechanical or non-structural issues with the building.

Please contact us should you have further questions.

Sincerely,

Advanced Structural Engineering (ASE)

A handwritten signature in black ink, appearing to read "Eric Domingo", written in a cursive style.

Eric Domingo
Project Manager

APPENDIX

Pictures

CD Drawings



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Picture 1: State Farm Building (123 E Main Street)



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Picture 2: Paletas (105 E Western Avenue)



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Picture 3: Alliance Notary (111 E Western Avenue)



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Picture 4: S&S Southwestern Management (607 E Western Avenue)

**SECTION 00 4323
ALTERNATES FORM**

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) _____

ALTERNATES LIST

2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 2300 - ALTERNATES.

ALTERNATE # 1.1: ADD \$ _____

ALTERNATE # 1.2: ADD \$ _____

ALTERNATE # 2.1: ADD \$ _____

ALTERNATE #2.2: ADD \$ _____

ALTERNATE # 2.3: ADD \$ _____

ALTERNATE # 2.4: ADD \$ _____

ALTERNATE # 4.1: ADD \$ _____

ALTERNATE # 4.2: ADD \$ _____

END OF SECTION

**SECTION 00 4327
SEPARATE PRICES BREAK-OUT FORM**

PARTICULARS

THE FOLLOWING IS THE LIST OF SEPARATE PRICES REFERENCED IN THE BID SUBMITTED BY:

(BIDDER) _____

DATED _____ **AND WHICH IS AN INTEGRAL PART OF THE BID FORM.**

ITEM DESCRIPTIONS

5.01 PROJECT 1 - MICHAEL G VELAZQUEZ STATE FARM AGENCY:

- A. Description: The project includes the replacement of all windows, front door, full exterior painting, masonry screen wall, custom steel canopy, concrete sidewalk and ramp, signage and lighting.
- B. Value: \$ _____

5.02 PROJECT 2 - PALETAS LA MICHOAKANA:

- A. Description: The project includes the replacement of all windows, front door, aluminum screen and frame, select painting, signage and lighting.
- B. Value: \$ _____

5.03 PROJECT 3 - ALLIANCE NOTARY SERVICES:

- A. Description: The project includes the removal of existing canopy and wall finish, the replacement of all windows, front door, exterior wall replacement, full exterior painting, stucco systems, signage and lighting
- B. Value: \$ _____

5.04 PROJECT 4 - S&S PROPERTY MANAGEMENT:

- A. Description: The project includes the removal of existing canopy, new aluminum canopy, replacement of the front door, steel security door, select exterior painting, signage and lighting.
- B. Value: \$ _____

END OF SECTION

**SECTION 00 5200
AGREEMENT FORM**

PART 1 GENERAL

1.01 FORM OF AGREEMENT

**1.02 THE AGREEMENT (NOTICE TO PROCEED) TO BE EXECUTED IS ATTACHED
FOLLOWING THIS PAGE.**

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 1000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

A. Project Name: Avondale Small Business Facade Improvements

1. **Project 1 – Michael G. Velazquez State Farm Agency**

123 E Main Street
Avondale, AZ 85323

2. **Project 2 – Paletas La Michoakana**

105 E Western Avenue
Avondale, AZ 85323

3. **Project 3 – Alliance Notary Services**

111 E Western Avenue
Avondale, AZ 85323

4. **Project 4 – S&S Property Management**

607 E Western Avenue
Avondale, AZ 85323

B. {CH#2420} Name: {CH#2419}.

C. Architect's Name: GH2 Architects, LLC.

D. The Project consists of the {CH#2426} of {CH#2427}.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price.

1.03 DESCRIPTION OF ALTERATIONS WORK

A. Scope of alterations work is indicated on drawings.

B. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.

1.04 OWNER OCCUPANCY

A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.

B. Owner intends to occupy the Project upon Substantial Completion.

C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

D. Schedule the Work to accommodate Owner occupancy.

END OF SECTION

**SECTION 01 2000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- D. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Balance to Finish.
 - 9. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- H. Submit one electronic and three hard-copies of each Application for Payment.
- I. Include the following with the application:

1. Transmittal letter as specified for submittals in Section 01 3000.
 2. Construction progress schedule, revised and current as specified in Section 01 3000.
 3. Current construction photographs specified in Section 01 3000.
 4. Partial release of liens from major subcontractors and vendors.
 5. Documents as required for Davis-Bacon Act and Prevailing Wages.
- J. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.04 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change{CH#2782} {CH#2783}. Contractor shall prepare and submit a {CH#2784} price quotation within {CH#2785} days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Substantiation of Costs: Provide full information required for evaluation.
 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- H. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

- I. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:

END OF SECTION

**SECTION 01 2300
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for pricing Alternates.
- B. Documentation of changes to Contract Price and Contract Time.

1.02 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.03 SCHEDULE OF ALTERNATES

- A. Add Alternate No. 1.1 - Add CMU screen wall (Project 1 - Michael G. Velazquez State Farm Agency):
 - 1. Base Bid Item: No work.
 - 2. Alternate Item: Add CMU stem wall and concrete footing. .
- B. Add Alternate No. 1.2 - Add aluminum soffit and wall panel to the front canopy (Project 1 - Michael G. Velazquez State Farm Agency):
 - 1. Base Bid Item: Install surface mounted L1 light fixtures directly to the metal canopy deck.
 - 2. Alternate Item: Add aluminum soffit, wall panel systems, and associated support framing. Install recessed L1A fixture (in lieu of surface-mounted L1 lighting fixtures)..
- C. Add Alternate No. 2.1 - Add West Sign (Project 2 – Paletas La Michoakana):
 - 1. Base Bid Item: No Work.
 - 2. Alternate Item: Add West Sign.
- D. Add Alternate No. 2.2 - Add structural framing at replacement windows (Project 2 – Paletas La Michoakana):
 - 1. Base Bid Item: No Work.
 - 2. Alternate Item: Add structural framing to reinforce adobe construction at replacement windows. Refer to structural assessment.
- E. Add Alternate No. 2.3 - Replace the entry door (Project 2 - Paletas La Michoakana):
 - 1. Base Bid Item: Paint the existing door.
 - 2. Alternate Item: Remove and replace the existing front door as indicated. The existing door frame to remain.
- F. Add Alternate No. 2.4 - Add security door (Project 2 - Paletas La Michoakana):
 - 1. Base Bid Item: No work.
 - 2. Alternate Item: Add security door as indicated.
- G. Add Alternate No. 4.1 - Replace Windows (Project 4 - S&S Property Management):
 - 1. Base Bid Item: No work.
 - 2. Alternate Item: Remove and replace exterior windows.
- H. Add Alternate No. 4.2 - Remove and replace the deposit box (Project 4 - S&S Property Management):

1. Base Bid Item: No work.
2. Alternate Item: Remove and discard the existing through-wall deposit box. Patch the masonry and interior wall at the removed deposit box and chute to match surrounding finishes. Add new through wall deposit box in the location indicated.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2500
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.
- D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period, and the documents required.
- B. Submittal Form (before award of contract):
 - 1. Submit substitution requests by completing the form attached to this section. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

END OF SECTION

**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Progress photographs.
- G. Submittals for review, information and project closeout.
- H. Number of copies of submittals.
- I. Requests for Interpretation (RFI) procedures.
- J. Submittal procedures.

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 - 2. Contractor and Architect are required to use this service.
 - 3. It is Contractor's responsibility to submit documents in allowable format.
 - 4. Subcontractors, suppliers, and Architect's consultants will be permitted to use the service at no extra charge.
 - 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 - 6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
 - 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:

1. Newforma ConstructEx: www.newforma.com/products/constructex/#sle.
- C. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

3.02 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 1. Owner.
 2. Architect.
 3. Contractor.
- C. Agenda:
 1. Execution of Owner-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 5. Designation of personnel representing the parties to Contract .
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of RFIs log and status of responses.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.

9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 3216

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

3.05 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Photography Type: Digital; electronic files.
- C. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
- D. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
 1. Delivery Medium: Newforma.
 2. File Naming: Include project identification, date and time of view, and view identification.
 3. Point of View Sketch: Include digital copy of point of view sketch with each electronic submittal; include point of view identification in each photo file name.
 4. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.
 5. Hard Copy: Printed hardcopy (grayscale) of PDF file and point of view sketch.

3.06 REQUESTS FOR INFORMATION (RFI)

- A. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 2. Prepare using software provided by the Electronic Document Submittal Service.

- B. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. Owner's, Architect's, and Contractor's names.
 - 3. Discrete and consecutive RFI number, and descriptive subject/title.
 - 4. Issue date, and requested reply date.
 - 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 - 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 - 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- C. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- D. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
- E. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
- F. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 - 2. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.

3.07 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.08 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.09 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.10 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.11 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 - 3. Transmit using approved form.
 - a. Use Contractor's form, subject to prior approval by Architect.
 - 4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - 5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.

6. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
7. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Upload submittals in electronic form to Electronic Document Submittal Service website.
8. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
9. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
10. Provide space for Contractor and Architect review stamps.
11. When revised for resubmission, identify all changes made since previous submission.
12. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
13. Submittals not requested will not be recognized or processed.

END OF SECTION

**SECTION 01 4000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Testing and inspection agencies and services.
- D. Contractor's design-related professional design services.
- E. Control of installation.
- F. Tolerances.
- G. Defect Assessment.

1.02 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Base design on performance and/or design criteria indicated in individual specification sections.
- C. Scope of Contractor's Professional Design Services: Provide for the following items of work:
 - 1. Structural Design of Metal Framing: As described in Section 05 4000 - Cold-Formed Metal Framing.
 - 2. Structural Design of Metal Fabrications: As described in Section 05 5000 - Metal Fabrications.
 - 3. Structural Design of Canopy: As described in Section 10 7316.13 - Metal Canopies.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Designer's Qualification Statement: Submit for Architect's knowledge as contract administrator, or for Owner's information.
 - 1. Include information for each individual professional responsible for producing, or supervising production of, design-related professional services provided by Contractor.
 - a. Full name.
 - b. Professional licensure information.
 - c. Statement addressing extent and depth of experience specifically relevant to design of items assigned to Contractor.
- C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- D. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.

- e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
- 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.04 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
- 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- B. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- C. Quality-Control Personnel Qualifications. Engage a person with requisite training and experience to implement and manage quality assurance (QA) and quality control (QC) for the project.

1.05 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 3 EXECUTION

2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.

- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

2.03 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

- 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

2.04 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION

**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Re-use of existing products.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- C. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Containing lead, cadmium or asbestos.
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

**SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal and/or remediation of hazardous materials and toxic substances..
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- D. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.03 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.04 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

1.05 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.

2. Report discrepancies to Architect before disturbing existing installation.
 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
1. Remove items indicated on drawings.
 2. Relocate items indicated on drawings.
 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.

- 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:

1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
2. Match color, texture, and appearance.
3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.10 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains and drainage systems.

- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.11 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION

**SECTION 01 7800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Warranties and bonds.

1.02 SUBMITTALS

- A. Warranties and Bonds:

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

**SECTION 03 3000
CAST-IN-PLACE CONCRETE**

PART 1 GENERAL

1.01 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
- C. Mix Design: Submit proposed concrete mix design.
 - 1. Indicate proposed mix design complies with requirements of ACI 301, Section 4 - Concrete Mixtures.
- D. Test Reports: Submit report for each test or series of tests specified.

PART 2 PRODUCTS

2.01 FORMWORK

- A. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.
 - 2. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches of concrete surface.

2.02 REINFORCEMENT MATERIALS

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi).
 - 1. Type: Deformed billet-steel bars.
- B. Steel Welded Wire Reinforcement (WWR): Galvanized, plain type, ASTM A1064/A1064M.
- C. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 gage, 0.0508 inch.

2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150/C150M, Type I - Normal Portland type.
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
- C. Fly Ash: ASTM C618, Class C or F.
- D. Silica Fume: ASTM C1240, proportioned in accordance with ACI 211.1.
- E. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

2.04 ADMIXTURES

- A. Chemical Admixture:
- B. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- C. Air Entrainment Admixture: ASTM C260/C260M.
- D. High Range Water Reducing and Retarding Admixture: ASTM C494/C494M Type G.
- E. High Range Water Reducing Admixture: ASTM C494/C494M Type F.
- F. Water Reducing and Retarding Admixture: ASTM C494/C494M Type D.
- G. Retarding Admixture: ASTM C494/C494M Type B.
- H. Water Reducing Admixture: ASTM C494/C494M Type A.

2.05 BONDING AND JOINTING PRODUCTS

2.06 CONCRETE MIX DESIGN

- A. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
 - 1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
- B. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended or required by manufacturer.
- C. Normal Weight Concrete:
 - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,000 pounds per square inch.
 - 2. Cement Content: Minimum 470 pounds per cubic yard.
 - 3. Water-Cement Ratio: Maximum {CH#17874} percent by weight.
 - 4. Maximum Slump: 6 inches.
 - 5. Maximum Aggregate Size: 5/8 inch.

2.07 MIXING

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

PART 3 EXECUTION

3.01 EXAMINATION

3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- D. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in according to bonding agent manufacturer's instructions.

3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

- A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.
- B. Install welded wire reinforcement in maximum possible lengths, and offset end laps in both directions. Splice laps with tie wire.
- C. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with concrete placement.

3.04 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.

- B. Ensure reinforcement, inserts, waterstops, embedded parts and formed construction joint devices will not be disturbed during concrete placement.
- C. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.

3.05 CONCRETE FINISHING

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Unexposed Form Finish: Rub down or chip off fins or other raised areas 1/4 inch or more in height.
- C. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/4 inch or more in height. Provide finish as follows:

3.06 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

3.07 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000 - Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.

3.08 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.

END OF SECTION

**SECTION 04 2000
UNIT MASONRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete block.
- B. Clay facing brick.
- C. Common brick.
- D. Mortar and grout.
- E. Reinforcement and anchorage.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar and masonry accessories.
- C. Samples: Submit four samples of decorative block units to illustrate color, texture, and extremes of color range.
- D. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.

1.03 QUALITY ASSURANCE

- A. Comply with provisions of ACI 530/530.1/ERTA, except where exceeded by requirements of Contract Documents.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

PART 2 PRODUCTS

2.01 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
 - 1. Size: Standard units with nominal face dimensions of 16 by 8 inches and nominal depth of 8 inches.
 - 2. Non-Loadbearing Units: ASTM C129.

2.02 BRICK UNITS

- A. Facing Brick: ASTM C216, Type FBS Smooth, Grade SW.
 - 1. Nominal size: Modular.
 - 2. Special shapes: Molded units as required by conditions indicated, unless standard units can be sawn to produce equivalent effect.

2.03 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I; color as required to produce approved color sample.
- B. Pigments for Colored Mortar: Pure, concentrated mineral pigments specifically intended for mixing into mortar and complying with ASTM C979/C979M.

2.04 REINFORCEMENT AND ANCHORAGE

- A. Reinforcing Steel: ASTM A615/A615M, Grade 40 (40,000 psi), deformed billet bars; galvanized.
- B. Joint Reinforcement: Use ladder type joint reinforcement where vertical reinforcement is involved and truss type elsewhere, unless otherwise indicated.
- C. Single Wythe Joint Reinforcement: ASTM A951/A951M.

2.05 MORTAR AND GROUT MIXING

- A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
 - 1. Exterior, non-loadbearing masonry: Type N.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.

3.02 COLD AND HOT WEATHER REQUIREMENTS

- A. Comply with requirements of ACI 530/530.1/ERTA or applicable building code, whichever is more stringent.

3.03 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
 - 1. Bond: Stacked.
 - 2. Mortar Joints: Concave.
- D. Brick Units:
 - 1. Bond: As indicated for different locations.
 - 2. Mortar Joints: Concave.

3.04 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.
- C. Remove excess mortar and mortar smears as work progresses.

3.05 REINFORCEMENT AND ANCHORAGE - GENERAL, SINGLE WYTHE MASONRY AND CAVITY WALL MASONRY

- A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches on center.
- B. Reinforce stack bonded unit joint corners and intersections with strap anchors 16 inches on center.
- C. Fully grout free-standing CMU wall cavities.

3.06 TOLERANCES

- A. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.
- B. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- C. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.

D. Maximum Variation of Mortar Joint Thickness: Head joint, minus 1/4 inch, plus 3/8 inch.

3.07 CLEANING

A. Clean soiled surfaces with cleaning solution.

END OF SECTION

**SECTION 05 4000
COLD-FORMED METAL FRAMING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Formed steel stud exterior wall framing.
- B. Exterior wall sheathing.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on standard framing members; describe materials and finish, product criteria, limitations.
- C. Shop Drawings: Indicate component details, framed openings, bearing, anchorage, loading, welds and type and location of fasteners, and accessories or items required of related work.
 - 1. Design data:
 - a. Shop drawings signed and sealed by a professional structural engineer.
- D. Manufacturer's Installation Instructions: Indicate special procedures, conditions requiring special attention .
- E. Designer's Qualification Statement.
- F. Manufacturer's Qualification Statement.

1.03 QUALITY ASSURANCE

- A. Designer Qualifications: Design framing system under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.
- B. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, and with minimum three years of documented experience.

PART 2 PRODUCTS

2.01 FRAMING SYSTEM

- A. Provide primary and secondary framing members, bridging, bracing, plates, gussets, clips, fittings, reinforcement, and fastenings as required to provide a complete framing system.
- B. Design Requirements: Provide completed framing system having the following characteristics:
 - 1. Design: Calculate structural characteristics of cold-formed steel framing members according to AISI S100-12.
 - 2. Structural Performance: Design, engineer, fabricate, and erect to withstand specified design loads for project conditions within required limits.
 - 3. Design Loads: In accordance with applicable codes.
 - 4. Live load deflection meeting the following, unless otherwise indicated:
 - 5. Able to tolerate movement of components without damage, failure of joint seals, undue stress on fasteners, or other detrimental effects when subject to seasonal or cyclic day/night temperature ranges.
 - 6. Able to accommodate construction tolerances, deflection of building structural members, and clearances of intended openings.

2.02 FRAMING MATERIALS

- A. Studs and Track: ASTM C955; studs formed to channel, "C", or "Sigma" shape with punched web; U-shaped track in matching nominal width and compatible height.
 - 1. Gage and Depth: As required to meet specified performance levels.

2.03 FASTENERS

- A. Self-Drilling, Self-Tapping Screws, Bolts, Nuts and Washers: Hot dip galvanized per ASTM A153/A153M.
- B. Anchorage Devices: Powder actuated.

2.04 WALL SHEATHING

- A. Glass mat faced gypsum board; ASTM C1177/C1177M, square long edges, 5/8 inch thick, Type X - Fire Resistant.

2.05 ACCESSORIES

- A. Bracing, Furring, Bridging: Formed sheet steel, thickness determined for conditions encountered; finish to match framing components.
- B. Plates, Gussets, Clips: Formed Sheet Steel, thickness determined for conditions encountered; finish to match framing components.

PART 3 EXECUTION

3.01 INSTALLATION OF STUDS

- A. Install components in accordance with manufacturers' instructions and ASTM C1007 requirements.

3.02 INSTALLATION OF WALL SHEATHING

- A. Install wall sheathing with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using self-tapping screws.
 - 1. Provide steel diagonal bracing at corners with foam insulation or gypsum board wall sheathing.

END OF SECTION

**SECTION 05 5000
METAL FABRICATIONS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated steel and aluminum items.

1.02 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum 2014 (2015 Errata).
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2014.
- C. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2018.
- D. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates 2018.
- E. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength 2014, with Editorial Revision (2017).
- F. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing 2014.
- G. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2019a.
- H. ASTM B210/B210M - Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes 2019a.
- I. ASTM B211/B211M - Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire 2019.
- J. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2014.
- K. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric) 2014.
- L. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2014.
- M. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric) 2013.
- N. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2012.
- O. AWS D1.1/D1.1M - Structural Welding Code - Steel 2015, with Errata (2016).
- P. AWS D1.2/D1.2M - Structural Welding Code - Aluminum 2014, with Errata.
- Q. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer 1999 (Ed. 2004).

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
 - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.

2. Design data: Submit drawings and supporting calculations, signed and sealed by a qualified professional structural engineer.
- C. Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.

PART 2 PRODUCTS

2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- C. Plates: ASTM A283/A283M.
- D. Pipe: ASTM A53/A53M, Grade B Schedule 40, black finish.
- E. Slotted Channel Framing: ASTM A653/A653M, Grade 33.
- F. Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- G. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- H. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

2.02 MATERIALS - ALUMINUM

- A. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063 alloy, T6 temper.
- B. Sheet Aluminum: ASTM B209 (ASTM B209M), 5052 alloy, H32 or H22 temper.
- C. Aluminum-Alloy Drawn Seamless Tubes: ASTM B210/B210M, 6063 alloy, T6 temper.
- D. Aluminum-Alloy Bars: ASTM B211/B211M, 6061 alloy, T6 temper.
- E. Bolts, Nuts, and Washers: Stainless steel.
- F. Welding Materials: AWS D1.2/D1.2M; type required for materials being welded.

2.03 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members by intermittent welds and plastic filler.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.04 FINISHES - STEEL

- A. Prime paint steel items.
- B. Prime Painting: One coat.

2.05 FINISHES - ALUMINUM

- A. Exterior Aluminum Surfaces: Class I natural anodized.
- B. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils thick.

2.06 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch.
- C. Maximum Misalignment of Adjacent Members: 1/16 inch.
- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

3.02 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Perform field welding in accordance with AWS D1.1/D1.1M.
- D. Obtain approval prior to site cutting or making adjustments not scheduled.

END OF SECTION

**SECTION 06 1000
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Rough opening framing for doors, windows, and roof openings.
- B. Concealed wood blocking, nailers, and supports.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials and application instructions.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - 2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWWA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.02 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may

be used in lieu of solid wood blocking.

- C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.

3.03 **CLEANING**

- A. Waste Disposal: Comply with the requirements of Section 01 7419 - Construction Waste Management and Disposal.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

**SECTION 07 2100
THERMAL INSULATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Board insulation{CH#304679} at {CH#304680}.
- B. Batt insulation{CH#304681} in exterior {CH#304682} construction.
- C. Batt insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria and product limitations.

PART 2 PRODUCTS

2.01 APPLICATIONS

2.02 FOAM BOARD INSULATION MATERIALS

- A. Extruded Polystyrene (XPS) Board Insulation: Complies with ASTM C578 with either natural skin or cut cell surfaces.
 - 1. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
 - 2. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
 - 3. Type and Thermal Resistance, R-value: Type IV, 5.0 (0.88) per 1 inch thickness at 75 degrees F mean temperature.
 - 4. Board Edges: Square.

2.03 BATT INSULATION MATERIALS

- A. Where batt insulation is indicated, either glass fiber or mineral fiber batt insulation may be used, at Contractor's option.
- B. Glass Fiber Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C665; friction fit.
 - 1. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
- C. Mineral Fiber Batt Insulation: Flexible or semi-rigid preformed batt or blanket, complying with ASTM C665; friction fit; unfaced flame spread index of 0 (zero) when tested in accordance with ASTM E84.
 - 1. Smoke Developed Index: 0 (zero), when tested in accordance with ASTM E84.

PART 3 EXECUTION

3.01 BOARD INSTALLATION AT EXTERIOR WALLS

- A. Install boards horizontally on walls.
- B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.
- C. Tape insulation board joints.

3.02 BATT INSTALLATION

- A. Install insulation in accordance with manufacturer's instructions.

- B. Install in exterior wall spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.

END OF SECTION

**SECTION 07 2500
WEATHER BARRIERS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Air Barriers: Materials that form a system to stop passage of air through exterior walls.

1.02 DEFINITIONS

- A. Weather Barrier: Assemblies that form either water-resistive barriers, air barriers, or vapor retarders.
- B. Air Barrier: Air tight barrier made of material that is relatively air impermeable but water vapor permeable, both to the degree specified, with sealed seams and with sealed joints to adjacent surfaces. Note: For the purposes of this specification, vapor impermeable air barriers are classified as vapor retarders.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on material characteristics.
- C. ABAA Field Quality Control Submittals: Submit third-party reports of testing and inspection required by ABAA QAP.
- D. ABAA Manufacturer Qualification: Submit documentation of current evaluation of proposed manufacturer and materials.
- E. ABAA Installer Qualification: Submit documentation of current contractor accreditation and current installer certification; keep copies of each contractor accreditation and installer certification on site during and after installation, and present on-site documentation upon request.
- F. Warranty Documentation for Installation of Building Rainscreen Assembly: Submit installer warranty and ensure that forms have been completed in Owner's name and registered with installer.

1.04 QUALITY ASSURANCE

- A. Air Barrier Association of America (ABAA) Quality Assurance Program (QAP); www.airbarrier.org/#sle:
 - 1. Installer Qualification: Use accredited contractor, certified installers, evaluated materials, and third-party field quality control audit.
 - 2. Manufacturer Qualification: Use evaluated materials from a single manufacturer regularly engaged in air barrier material manufacture, and use secondary materials approved in writing by primary material manufacturer.

PART 2 PRODUCTS

2.01 WEATHER BARRIER ASSEMBLIES

2.02 AIR BARRIER MATERIALS (WATER VAPOR PERMEABLE AND WATER-RESISTIVE)

- A. Air Barrier, Fluid Applied: Vapor permeable, elastomeric waterproofing.
 - 1. Air Barrier Coating:
 - a. Air Permeance: 0.004 cfm/sq ft, maximum, when tested in accordance with ASTM E2178.
 - b. Water Vapor Permeance: 18 perms, minimum, when tested in accordance with ASTM E96/E96M Procedure B (Water Method) at 73.4 degrees F.

- c. Surface Burning Characteristics: Flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.
- d. Code Acceptance: Comply with applicable requirements of ICC-ES AC212.
- e. Sealants, Tapes and Accessories: As recommended by coating manufacturer.
- f. Manufacturers:
 - 1) 3M Company: www.3M.com/construction/#sle.
 - 2) BASF Corporation; MasterSeal AWB 660: www.master-builders-solutions.basf.us/#sle.
 - 3) Master Wall, Inc; Rollershield LAB System: www.masterwall.com/#sle.
 - 4) Parex USA, Inc; Parex USA WeatherSeal Spray & Roll-on: www.parexusa.com/#sle.
 - 5) Substitutions: See Section 01 6000 - Product Requirements.

2.03 ACCESSORIES

- A. Sealants, Tapes, and Accessories for Sealing Weather Barrier and Sealing Weather Barrier to Adjacent Substrates: As specified or as recommended by weather barrier manufacturer.
- B. Flexible Flashing: Self-adhesive sheet flashing complying with ASTM D1970/D1970M, except slip resistance requirement is waived if not installed on a roof.
- C. Sill Plate Sealer: Closed-cell foam tape with rubberized adhesive membrane; bridges gap between foundation structure and sill plate or skirt board.
 - 1. Width: 3-1/2 inches.
 - 2. Ultraviolet (UV) and Weathering Resistance: Approved in writing by manufacturer for up to 30 days of weather exposure.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install materials in accordance with manufacturer's instructions.
- B. Air Barriers: Install continuous air tight barrier over surfaces indicated, with sealed seams and with sealed joints to adjacent surfaces.
- C. Coatings:
 - 1. Prepare substrate in manner recommended by coating manufacturer; treat joints in substrate and between dissimilar materials as recommended by manufacturer.
 - 2. Use flashing to seal to adjacent construction and to bridge joints.
- D. Openings and Penetrations in Exterior Weather Barriers:
 - 1. Install flashing over sills, covering entire sill frame member, extending at least 5 inches onto weather barrier and at least 6 inches up jambs; mechanically fasten stretched edges.
 - 2. At openings to be filled with frames having nailing flanges, seal head and jamb flanges using a continuous bead of sealant compressed by flange and cover flanges with sealing tape at least 4 inches wide; do not seal sill flange.
 - 3. At openings to be filled with non-flanged frames, seal weather barrier to each side of opening framing, using flashing at least 9 inches wide, covering entire depth of framing.
 - 4. At head of openings, install flashing under weather barrier extending at least 2 inches beyond face of jambs; seal weather barrier to flashing.

5. At interior face of openings, seal gap between window/door frame and rough framing, using joint sealant over backer rod.
6. Service and Other Penetrations: Form flashing around penetrating item and seal to weather barrier surface.

3.02 PROTECTION

- A. Do not leave materials exposed to weather longer than recommended by manufacturer.

END OF SECTION

**SECTION 07 4616
ALUMINUM SIDING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aluminum siding and soffits for exterior.
- B. Trim, flashings, accessories, and fasteners for aluminum siding and soffit.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Siding materials, underlayment, flashings, fasteners and accessories.
 - 3. Dimensions, physical properties, and typical details.
 - 4. Storage and handling requirements and recommendations.
 - 5. Installation methods.
- C. Shop Drawings: Indicate layout, methods of attachment, provisions for movement, flashing, trim, edge and field conditions, interface with adjacent materials, locations of cutouts or special shapes, existing construction, and details.
- D. Samples: For each finish product specified, provide two complete sets of color chips representing manufacturer's full range of available colors and patterns, including the following:
- E. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging bearing brand name and manufacturer's identification until ready for installation.
- B. Verify quantities and condition immediately upon receipt; remove damaged materials from site, and coordinate with manufacturer to replace with new materials meeting specified requirements.
- C. Store products off the ground, within manufacturer's temperature and environmental limits, away from moisture, protected from traffic and construction activities, and minimize on-site storage prior to installation.

1.04 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a two year period after Date of Substantial Completion.
- C. Manufacturer's Warranty: Provide manufacturer's standard lifetime, non-prorated, transferable warranty, including 50 year hail protection warranty.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Aluminum Siding:
 - 1. Basis of Design: Knotwood, a brand of OmniMax International; www.knotwood.com/#sle.
 - 2. Kaycan Ltd: www.kaycan.com/#sle.

3. Ply Gem: www.plygem.com/#sle.
4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ALUMINUM SIDING & SOFFIT

- A. Type AL-1 , Horizontal Aluminum Siding and Soffit:
 1. Factory-formed siding.
 2. Precoated aluminum sheet, 0.024 inch minimum base metal thickness.
 3. Nailing Hem: Single layer, with 1-1/8 inch elongated nail holes at maximum 1-5/8 inches on center.
 4. Length: 18 feet, 6 inches, minimum.
 5. Finish: Shop pre-coated with manufacturer's standard powder coated finish coating system.
 6. Color: As selected by Architect from manufacturers full range of available colors.
 7. Texture: Smooth.
- B. Aluminum Accessories:
 1. Fasteners: Aluminum; non-staining, of size and strength to securely and rigidly retain this work; prefinished to match siding finish.
 2. Provide coordinating accessories made of same material as required for complete and proper installation whether or not specifically indicated on drawings.
 - a. Starter strip.
 - b. Corner post.
 - c. J-Channels.
 3. Finish: Shop pre-coated with manufacturer's standard SMP (silicone-modified polyester) coating system.
 - a. Color: Match adjacent siding or soffit panels.
 - b. Texture: Smooth.

2.03 MATERIALS

- A. Precoated Aluminum Sheet: ASTM B209 (ASTM B209M), 3105 alloy, O temper, smooth surface texture; continuous-coil-coated on exposed surfaces with specified finish coating, and with manufacturer's standard panel back coating.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrate conditions before beginning installation.
- B. Verify dimensions and acceptable substrate condition.
- C. If substrate preparation is responsibility of another installer, notify Architect of unsatisfactory conditions before proceeding.
- D. Do not proceed with installation until unacceptable conditions have been corrected.

3.02 INSTALLATION

- A. Install aluminum siding, soffit, trim and accessories in accordance with manufacturer's written instructions.
- B. Attach siding using manufacturers recommended fasteners, sealants, and adhesives, allowing for thermal expansion.
- C. Provide concealed fasteners except where approved on shop drawings.

- D. Exterior Soffit Vents: Install according to manufacturer's written instructions; provide vent area specified.
- E. Horizontal Clapboard: Work from base of installation to top; stagger lap joints in horizontal siding in uniform pattern as successive courses of siding are installed.
- F. Where dissimilar materials are in contact, prevent galvanic action as recommended by manufacturer.

3.03 **CLEANING**

- A. Remove grease and oil films, excess joint sealer, handling marks, and other installation debris from aluminum siding, leaving siding clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to material finishes.

3.04 **PROTECTION**

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

**SECTION 07 6200
SHEET METAL FLASHING AND TRIM**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings and exterior penetrations.
- B. Sealants for joints within sheet metal fabrications.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples 12 by 12 inch in size illustrating metal finish color.

1.03 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch thick base metal, shop pre-coated with PVDF coating.
 - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: As selected by Architect from manufacturer's standard colors.
- B. Pre-Finished Aluminum: ASTM B209 (ASTM B209M); 20 gage, (0.032 inch) thick; plain finish shop pre-coated with modified silicone coating.
 - 1. Modified Silicone Polyester Coating: Pigmented Organic Coating System, AAMA 2603; baked enamel finish system.
 - 2. Color: As selected by Architect from manufacturer's standard colors.

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

2.03 EXTERIOR PENETRATION FLASHING PANELS

- A. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.

2.04 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- E. Plastic Cement: ASTM D4586/D4586M, Type I.
- F. Reglets: Surface mounted type, galvanized steel; face and ends covered with plastic tape.

PART 3 EXECUTION

3.01 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

3.02 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.

END OF SECTION

**SECTION 07 9200
JOINT SEALANTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 - 1. Dow Chemical Company: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
 - 2. Hilti, Inc: www.us.hilti.com/#sle.
 - 3. Master Builders Solutions by BASF: www.master-builders-solutions.basf.us/en-us/#sle.
 - 4. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 - 5. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 - 6. Substitutions: See Section 01 6000 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 - 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
 - d. Openings below ledge angles in masonry.
 - e. Other joints indicated below.

2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between door, window, and other frames and adjacent construction.
 - b. Other joints indicated below.
 3. Do not seal the following types of joints.
 - a. Intentional weepholes in masonry.
 - b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
 - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - d. Joints where installation of sealant is specified in another section.
 - e. Joints between suspended panel ceilings/grid and walls.
- B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
- C. Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.

2.03 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.

2.04 NONSAG JOINT SEALANTS

- A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus 50 percent, minimum.
 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 4. Color: To be selected by Architect from manufacturer's standard range.
- B. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus 50 percent, minimum.
 2. Color: Match adjacent finished surfaces.

2.05 SELF-LEVELING SEALANTS

- A. Self-Leveling Silicone Sealant: ASTM C920, Grade P, Uses M and A; single or multicomponent, explicitly approved by manufacturer for traffic exposure when recessed below traffic surface; not expected to withstand continuous water immersion.
1. Movement Capability: Plus 100 percent, minus 50 percent, minimum.
 2. Color: Gray.

2.06 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type O - Open Cell Polyurethane.
 2. Open Cell: 40 to 50 percent larger in diameter than joint width.

- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION

**SECTION 08 1113
HOLLOW METAL DOORS AND FRAMES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated hollow metal doors and frames.
- B. Thermally insulated hollow metal doors with frames.
- C. Accessories, including {CH#289023}.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced standards/guidelines.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Hollow Metal Doors and Frames:
 - 1. Ceco Door, an Assa Abloy Group company: www.assaabloydss.com/#sle.
 - 2. Fleming Door Products, an Assa Abloy Group company: www.assaabloydss.com/#sle.
 - 3. Republic Doors, an Allegion brand: www.republicdoor.com/#sle.
 - 4. Steelcraft, an Allegion brand: www.allegion.com/#sle.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

- A. Requirements for Hollow Metal Doors and Frames:
 - 1. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
 - 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
 - 3. Exterior Door Top Closures: Flush end closure channel, with top and door faces aligned.
 - 4. Door Edge Profile: Manufacturers standard for application indicated.
 - 5. Typical Door Face Sheets: Flush.
 - 6. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings. Style: Manufacturers standard.
 - 7. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.03 HOLLOW METAL DOORS

- A. Door Finish: Factory primed and field finished.
- B. Exterior Doors: Thermally insulated.
 - 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
 - a. Level 1 - Standard-duty.
 - b. Physical Performance Level C, 250,000 cycles; in accordance with ANSI/SDI A250.4.
 - c. Model 1 - Full Flush.
 - d. Door Face Metal Thickness: 20 gage, 0.032 inch, minimum.
 - 2. Door Core Material: Manufacturers standard core material/construction and in compliance with requirements.
 - a. Foam Plastic Insulation: Manufacturer's standard board insulation with maximum flame spread index (FSI) of 75, and maximum smoke developed index (SDI) of 450 in accordance with ASTM E84, and completely enclosed within interior of door.
 - 3. Door Thickness: 1-3/4 inch, nominal.

2.04 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Exterior Door Frames: Full profile/continuously welded type.
 - 1. Frame Metal Thickness: 18 gage, 0.042 inch, minimum.
 - 2. Frame Finish: Factory primed and field finished.
 - 3. Weatherstripping: Integral, recessed into frame edge.

2.05 FINISHES

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

2.06 ACCESSORIES

- A. Glazing: As specified in Section 08 8000, factory installed.
- B. Removable Stops: Formed sheet steel, shape as indicated on drawings, mitered or butted corners; prepared for countersink style tamper proof screws.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

3.02 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Coordinate frame anchor placement with wall construction.
- C. Install door hardware as specified in Section 08 7100.

END OF SECTION

**SECTION 08 1116
ALUMINUM DOORS AND FRAMES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glazed aluminum doors.
- B. Aluminum frames.

1.02 RELATED REQUIREMENTS

- A. Section 07 9200 - Joint Sealants: Sealing joints between door frames and adjacent construction.
- B. Section 08 7100 - Door Hardware: Hardware for aluminum doors.
- C. Section 08 8000 - Glazing: Glazing materials for aluminum doors and frames.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's descriptive literature for each type of door; include information on fabrication methods.
- C. Shop Drawings: Include elevations of each opening type.
- D. Verification Samples: Actual pieces of products in each finish specified, not less than 6 inches square or 6 inches long for linear components. For finishes subject to color variation, include not less than two samples illustrating extreme range to be anticipated.
- E. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.04 QUALITY ASSURANCE

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver aluminum components in manufacturer's standard protective packaging, palletted, crated, or banded together.
- B. Inspect delivered components for damage and replace. Repaired components will not be accepted.
- C. Store components in clean, dry, indoor area, under cover in manufacturer's packaging until installation.
- D. Protect materials and finish from damage during handling and installation.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Glazed Aluminum Doors:
 - 1. Basis of Design: Oldcastle BuildingEnvelope; www.obe.com/#sle..
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Aluminum Frames:

2.02 DOORS AND FRAMES

- A. Glazed Aluminum Doors: Extruded aluminum tube frame, full glazed, without middle rail; factory glazed.

1. Thickness: 1-3/4 inches, nominal.
 2. Stile Width: As indicated on drawings.
 3. Finish: As indicated on drawings.
 4. Texture: Smooth.
 5. Glazing: As specified in Section 08 8000.
- B. Aluminum Frames for Doors, Sidelights, or Transoms: Extruded aluminum hollow or C-shaped sections; no steel components.
1. Frame Depth: 4-1/4 inches.
 2. Finish: Same as doors.
 3. Weatherstripping: Replaceable pile type; at jambs and head.
- C. Dimensions and Shapes: As indicated on drawings; dimensions indicated are nominal.
1. Provide the following clearances:
 - a. Hinge and Lock Stiles: 1/8 inch.
 - b. Between Meeting Stiles: 1/4 inch.
 - c. At Top Rail and Bottom Rail: 1/8 inch.

2.03 COMPONENTS

- A. Tubular Doors: Extruded aluminum tubing, 1/8 inch minimum thickness, with heavy-duty plated steel through bolts in rails, glazing stops, and glazing gaskets.
- B. Frames: Extruded aluminum shapes, not less than 0.062 inch thick, reinforced at hinge and strike locations.
1. Corner Brackets: Extruded aluminum, fastened with stainless steel screws.
 2. Trim: Extruded aluminum, not less than 0.062 inch thick, removable snap-in type without exposed fasteners.

2.04 MATERIALS

- A. Aluminum Sheet: ASTM B209 (ASTM B209M), alloy 5005, temper H14, stretcher leveled.
- B. Extruded Aluminum: ASTM B221 (ASTM B221M), alloy 6063, temper T5, or alloy 6463, temper T5.

2.05 FINISHES

- A. Class I Natural Anodized Finish: Clear anodic coating; AAMA 611 AA-M12C22A41, minimum dry film thickness (DFT) of 0.7 mils, 0.0007 inch.
- B. Class I Color Anodized Finish: Electrolytically deposited colored anodic coating; AAMA 611 AA-M12C22A44, minimum dry film thickness (DFT) of 0.7 mils, 0.0007 inch.

2.06 ACCESSORIES

- A. Replaceable Weatherstripping: AAMA 701/702 wool pile.
- B. Fasteners: Aluminum, non-magnetic stainless steel, or other material warranted by manufacturer as non-corrosive and compatible with aluminum components.
- C. Brackets and Reinforcements: Manufacturer's high-strength aluminum units where feasible, otherwise, non-magnetic stainless steel or steel hot-dip galvanized in compliance with ASTM A123/A123M.
- D. Bituminous Coating: Cold-applied asphaltic mastic, compounded for 30-mil thickness per coat.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that wall surfaces and openings are ready to receive frames and are within tolerances specified in manufacturer's instructions.

3.02 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and approved shop drawings.
- B. Install exterior doors and frames in accordance with ASTM E2112.
- C. Set frames plumb, square, level, and aligned to receive doors. Anchor frames to adjacent construction in strict accordance with manufacturer's recommendations and within specified tolerances.
- D. Where aluminum surfaces contact metals other than stainless steel, zinc, or small areas of white bronze, protect from direct contact by painting dissimilar metal with heavy coating of bituminous paint.
- E. Hang doors and adjust hardware to achieve specified clearances and proper door operation.
- F. Install door hardware as indicated on drawings.
- G. Comply with glazing installation requirements of Section 08 8000.

END OF SECTION

**SECTION 08 5113
ALUMINUM WINDOWS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Extruded aluminum windows with fixed sash.
- B. Factory glazing.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide component dimensions, information on glass and glazing, internal drainage details and descriptions of hardware and accessories.
- C. Shop Drawings: Indicate opening dimensions, elevations of different types, framed opening tolerances, method for achieving air and vapor barrier seal to adjacent construction, anchorage locations, and installation requirements.
- D. Grade Substantiation: Prior to submitting shop drawings or starting fabrication, submit one of the following showing compliance with specified grade:
 - 1. Evidence of AAMA Certification.
 - 2. Evidence of WDMA Certification.
 - 3. Evidence of CSA Certification.
 - 4. Test report(s) by independent testing agency itemizing compliance and acceptable to authorities having jurisdiction.
- E. Test Reports: Prior to submitting shop drawings or starting fabrication, submit test report(s) by independent testing agency showing compliance with performance requirements in excess of those prescribed by specified grade.
- F. Field Quality Control Submittals: Report of field testing for water penetration and air leakage.
- G. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of AAMA CW-10.
- B. Protect finished surfaces with wrapping paper or strippable coating during installation. Do not use adhesive papers or sprayed coatings that bond to substrate when exposed to sunlight or weather.

1.04 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Provide five year manufacturer warranty against failure of glass seal on insulating glass units, including interpane dusting or misting. Include provision for replacement of failed units.
- D. Provide five year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

PART 2 PRODUCTS

2.01 BASIS OF DESIGN - AW PERFORMANCE CLASS WINDOWS

- A. Grade: AAMA/WDMA/CSA 101/I.S.2/A440 having Performance Class of AW, and Performance Grade at least as high as specified design pressure.
- B. Fixed, Thermally-Broken:
 - 1. Basis of Design: Oldcastel Building Envelope; Signature Series Fixed, 4 inch deep frame, Thermally Broken: www.obe.com/#sle.
- C. Other Manufacturers: Provide either the product identified as "Basis of Design" or an equivalent product of one of the manufacturers listed below:
 - 1. Arcadia, Inc: www.arcadiainc.com/#sle.
 - 2. Boyd Aluminum: www.boydaluminum.com/#sle.
 - 3. Wausau Window and Wall Systems: www.wausauwindow.com/#sle.
- D. Substitutions: See Section 01 6000 - Product Requirements.
 - 1. For any product not identified as "Basis of Design", submit information as specified for substitutions.

2.02 ALUMINUM WINDOWS

- A. Aluminum Windows: Extruded aluminum frame and sash, factory fabricated, factory finished, with operating hardware, related flashings, and anchorage and attachment devices.
 - 1. Provide units factory glazed.
 - 2. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors; fasteners and attachments concealed from view; reinforced as required for operating hardware and imposed loads.
 - 3. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
 - 4. Movement: Accommodate movement between window and perimeter framing and deflection of lintel, without damage to components or deterioration of seals.
 - 5. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
- B. Fixed, Non-Operable Type:
 - 1. Construction: Thermally broken.
 - 2. Glazing: Single; clear; transparent.
 - 3. Finish: As indicated on drawings.

2.03 COMPONENTS

- A. Frames: 2 inch wide by 4 inch deep profile, of 0.062 inch thick section; thermally broken with interior portion of frame insulated from exterior portion; flush glass stops of snap-on type.
- B. Glazing: As specified in Section 08 8000.
 - 1. For Exterior Windows: Type G-1.
- C. Sills: 0.062 inch thick, extruded aluminum; sloped for positive wash; fit under sash leg to 1/2 inch beyond wall face; one piece full width of opening; jamb angles to terminate sill end.
- D. Sealant for Setting Sills and Sill Flashing: Non-curing butyl type.

2.04 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063 alloy, T6 temper.

2.05 FINISHES

- A. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils thick.
- B. Class I Color Anodized Finish: AAMA 611 AA-M12C22A44 Electrolytically deposited colored anodic coating not less than 0.7 mils thick.
- C. Finish Color: As indicated on drawings.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that wall openings and adjoining air and vapor seal materials are ready to receive aluminum windows.

3.02 INSTALLATION

- A. Install windows in accordance with manufacturer's instructions.
- B. Attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.
- C. Align window plumb and level, free of warp or twist. Maintain dimensional tolerances and alignment with adjacent work.
- D. Install sill and sill end angles.
- E. Provide thermal isolation where components penetrate or disrupt building insulation. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for independent field testing and inspection requirements, and requirements for monitoring quality of specified product installations.
- B. Provide field testing of installed aluminum windows by independent laboratory in accordance with AAMA 502 and AAMA/WDMA/CSA 101/I.S.2/A440 during construction process and before installation of interior finishes.
 - 1. Field test for water penetration in accordance with ASTM E1105 using Procedure B - cyclic static air pressure difference; test pressure shall not be less than 1.9 psf.
 - 2. Field test for air leakage in accordance with ASTM E783 with uniform static air pressure difference of 1.57 psf.
- C. Repair or replace fenestration components that have failed designated field testing, and retest to verify performance complies with specified requirements.

3.04 CLEANING

- A. Remove protective material from factory finished aluminum surfaces.
- B. Upon completion of installation, thoroughly clean aluminum surfaces in accordance with AAMA 609 & 610.

END OF SECTION

**SECTION 08 8000
GLAZING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Insulating glass units.
- B. Glazing compounds and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 08 5113 - Aluminum Windows: Glazing furnished by window manufacturer.

1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials Current Edition.
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test 2015.
- C. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers 2005 (Reapproved 2015).
- D. ASTM C1036 - Standard Specification for Flat Glass 2016.
- E. ASTM C1172 - Standard Specification for Laminated Architectural Flat Glass 2014.
- F. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- G. ASTM C1376 - Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Flat Glass 2015.
- H. ASTM E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings 2016.
- I. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation 2010.
- J. GANA (SM) - GANA Sealant Manual 2008.
- K. NFRC 100 - Procedure for Determining Fenestration Product U-factors 2017.
- L. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence 2014, with Errata (2017).
- M. NFRC 300 - Test Method for Determining the Solar Optical Properties of Glazing Materials and Systems 2017.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data on {CH#193190} Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.
- C. Product Data on Glazing Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements, and identify available colors.
- D. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1. Provide certified glass products through ANSI accredited certifications that include plant audits and independent laboratory performance testing.
 - a. Insulating Glass Certification Council (IGCC).
 - b. Safety Glazing Certification Council (SGCC).
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years documented experience.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Insulating Glass Units: Provide a five (5) year manufacturer warranty to include coverage for seal failure, interpane dusting or misting, including providing products to replace failed units.
- C. Laminated Glass: Provide a five (5) year manufacturer warranty to include coverage for delamination, including providing products to replace failed units.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS - EXTERIOR GLAZING ASSEMBLIES

- A. Provide type and thickness of exterior glazing assemblies to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of glass.
 1. Comply with ASTM E1300 for design load resistance of glass type, thickness, dimensions, and maximum lateral deflection of supported glass.
 2. Provide glass edge support system sufficiently stiff to limit the lateral deflection of supported glass edges to less than 1/175 of their lengths under specified design load.
 3. Glass thicknesses listed are minimum.
- B. Vapor Retarder and Air Barrier Seals: Provide completed assemblies that maintain continuity of building enclosure vapor retarder and air barrier.
 1. In conjunction with vapor retarder and joint sealer materials described in other sections.
- C. Thermal and Optical Performance: Provide exterior glazing products with performance properties as indicated. Performance properties are in accordance with manufacturer's published data as determined with the following procedures and/or test methods:
 1. Center of Glass U-Value: Comply with NFRC 100 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
 2. Center of Glass Solar Heat Gain Coefficient (SHGC): Comply with NFRC 200 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
 3. Solar Optical Properties: Comply with NFRC 300 test method.

2.02 GLASS MATERIALS

- A. Float Glass: Provide float glass based glazing unless otherwise indicated.
 1. Annealed Type: ASTM C1036, Type I - Transparent Flat, Class 1 - Clear, Quality - Q3.
 2. Fully Tempered Safety Glass: Complies with ANSI Z97.1 or 16 CFR 1201 criteria for safety glazing used in hazardous locations.
 3. Impact Resistant Safety Glass: Complies with ANSI Z97.1 - Class B, or 16 CFR 1201 - Category I criteria.
- B. Laminated Glass: Float glass laminated in accordance with ASTM C1172.

1. Laminated Safety Glass: Complies with ANSI Z97.1 - Class B or 16 CFR 1201 - Category I impact test requirements.
2. Polyvinyl Butyral (PVB) Interlayer: 0.060 inch thick, minimum.

2.03 INSULATING GLASS UNITS

A. Manufacturers:

1. Guardian Glass, LLC: www.guardianglass.com/#sle.
2. Oldcastle BuildingEnvelope; www.obe.com/#sle.
3. Pilkington North America Inc: www.pilkington.com/na/#sle. Pilkington North America Inc: www.pilkington.com/na/#sle.
4. Vitro Architectural Glass (formerly PPG Glass): www.vitroglazings.com/#sle.
5. Substitutions: Refer to Section 01 6000 - Product Requirements.

B. Insulating Glass Units: Types as indicated.

1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
2. Coated Glass: Comply with requirements of ASTM C1376 for pyrolytic (hard-coat) or magnetic sputter vapor deposition (soft-coat) type coatings on flat glass; coated vision glass, Kind CV; coated overhead glass, Kind CO; or coated spandrel glass, Kind CS.
3. Spacer Color: Black.
4. Edge Seal:
 - a. Dual-Sealed System: Provide polyisobutylene sealant as primary seal applied between spacer and glass panes, and silicone sealant as secondary seal applied around perimeter.
 - b. Color: Black.
5. Purge interpane space with dry air, hermetically sealed.

C. Type G-1 - Insulating Glass Units with Two-Ply Laminated Glass Outboard Lite

1. Applications: Exterior glazing unless otherwise indicated.
2. Space between lites filled with argon.
3. Laminated Outboard Lite:
 - a. Outer Ply
 - Glass Type: Low-E
 - Glass Tint: Clear
 - Nominal Thickness: 1/4"
 - Glass Strength: Tempered
 - Coating Orientation: PPG Solarban 70XL on surface #2
 - b. Interlayer
 - Interlayer Type: PVB
 - Interlayer Tint: Clear
 - Nominal Thickness: 0.060" minimum
 - c. Inner Ply
 - Glass Type:
 - Glass Tint: Clear

Nominal Thickness: 1/4"

Glass Strength: Tempered

Coating Orientation: N/A

4. Spacer:
 - a. Nominal Thickness: 1/2"
 - b. Gas Fill: 90% Argon
5. Inboard Lite: Annealed float glass, 1/4 inch thick, minimum.
 - a. Glass Type:
 - b. Tint: Clear.
 - c. Nominal Thickness: 1/4"
 - d. Glass Strength: Tempered
 - e. Coating Orientation: N/A
6. Total Thickness: 1.229 inch.
7. Thermal Transmittance (U-Value), Summer - Center of Glass: As indicated on drawings, nominal.
8. Solar Heat Gain Coefficient (SHGC): As indicated on drawings, nominal.

2.04 ACCESSORIES

- A. Setting Blocks: Silicone, with 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch by width of glazing rabbet space minus 1/16 inch by height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness; ASTM C864 Option II. Continuous by one half the height of the glazing stop by thickness to suit application, self adhesive on one face.
- C. Glazing Tape, Back Bedding Mastic Type: Preformed, butyl-based, 100 percent solids compound with integral resilient spacer rod applicable to application indicated; 5 to 30 cured Shore A durometer hardness; coiled on release paper; black color.
- D. Glazing Splines: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option II; color black.
- E. Glazing Clips: Manufacturer's standard type.

PART 3 EXECUTION

3.01 INSTALLATION, GENERAL

- A. Install glazing in compliance with written instructions of glass, gaskets, and other glazing material manufacturers, unless more stringent requirements are indicated, including those in glazing referenced standards.
- B. Install glazing sealants in accordance with ASTM C1193, GANA (SM), and manufacturer's instructions.

3.02 INSTALLATION - DRY GLAZING METHOD (GASKET GLAZING)

- A. Application - Exterior and/or Interior Glazed: Set glazing infills from either the exterior or the interior of the building.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.
- C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.

- D. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

3.03 **CLEANING**

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove non-permanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.
- D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

3.04 **PROTECTION**

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.
- B. Remove and replace glass that is damaged during construction period prior to Date of Substantial Completion.

END OF SECTION

**SECTION 09 2236
LATH**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal lath for cement plaster.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on furring and lathing components, structural characteristics, material limitations, and finish.

PART 2 PRODUCTS

2.01 LATH

- A. Diamond Mesh Metal Lath: ASTM C847, galvanized; self-furring.
 - 1. Weight: To suit application and as specified in ASTM C841 or ASTM C1063 for framing spacing.
- B. Beads, Screeds, Joint Accessories, and Other Trim: Depth governed by plaster thickness, and maximum possible lengths.
 - 1. Material: Formed sheet steel with rust inhibitive primer, expanded metal flanges.
 - 2. Casing Beads with Weep Holes: Square edges.
 - 3. Corner Beads: Radiused corners.
 - 4. Expansion Joints: Accordion profile with factory-installed protective tape, 2 inch wide flanges.
 - 5. Base Screeds: Bevelled edges.
 - 6. Control Joints: Accordion profile with factory-installed protective tape, 2 inch flanges.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that substrates are ready to receive work and conditions are suitable for application.
- C. For exterior plaster and stucco on stud walls, verify that water-resistive barrier has been installed over sheathing substrate completely and correctly.
- D. Do not begin until unacceptable conditions have been corrected.
- E. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 INSTALLATION - GENERAL

- A. Install metal lath and furring for Portland cement plaster in accordance with ASTM C1063.

3.03 CONTROL AND EXPANSION JOINT INSTALLATION

- A. Install prefabricated joint accessories in accordance with ASTM C1063.

3.04 LATH INSTALLATION

- A. Continuously reinforce internal angles with corner mesh, except where the metal lath returns 3 inches from corner to form the angle reinforcement; fasten at perimeter edges only.
- B. Place corner bead at external wall corners; fasten at outer edges of lath only.

- C. Place base screeds at termination of plaster areas; secure rigidly in place.
- D. Place lath vertically above each top corner and each side of door frames to 6 inches above ceiling line.
- E. Place casing beads at terminations of plaster finish. Butt and align ends. Secure rigidly in place.
- F. Place additional strip mesh diagonally at corners of lathed openings. Secure rigidly in place.

END OF SECTION

**SECTION 09 2400
CEMENT PLASTERING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cement plastering.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Wood stud framing for plaster.
- B. Section 07 2500 - Weather Barriers.
- C. Section 09 2236 - Lath: Lath, furring, beads, screeds, and joint accessories for plaster base.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittals procedures.
- B. Product Data: Provide data on plaster materials and trim accessories.
- C. Samples:
 - 1. Submit two samples, 12 inch by 12 inch in size illustrating finish color and texture.
- D. Installer's Qualification Statement.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience.

1.05 FIELD CONDITIONS

- A. Exterior Plaster Work: Do not apply plaster when substrate or ambient air temperature is 40 degrees F or lower, or when temperature is expected to drop below 40 degrees F within 48 hours of application.

PART 2 PRODUCTS

2.01 CEMENT PLASTER APPLICATIONS

- A. Lath Plaster Base: Metal lath.
 - 1. Plaster Type: Factory prepared plaster mix.
 - 2. Number of Coats: Three.
 - 3. Finish: Acrylic.

2.02 FACTORY PREPARED CEMENT PLASTER

2.03 ACCESSORIES

- A. Lath: As specified in Section 09 2236.
- B. Beads, Screeds, and Joint Accessories: As specified in Section 09 2236.
- C. Bonding Compound: Provide type recommended for bonding plaster to solid surfaces, complying with ASTM C932.
- D. Reinforcing Mesh: 4.5 oz/sq yd alkali-resistant mesh.
- E. Water Resistive Barrier: As specified in Section 07 2500.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions are acceptable prior to starting this work.

- B. Verify lath is flat, secured to substrate, and joint and surface perimeter accessories are properly in place.

3.02 **MIXING**

- A. Mix only as much plaster as can be used prior to initial set.
- B. Mix materials dry, to uniform color and consistency, before adding water.
- C. Protect mixtures from frost or freezing temperatures, contamination, and excessive evaporation.

3.03 **APPLICATION**

- A. Apply plaster in accordance with manufacturer's written instructions and comply with ASTM C926.
- B. Base Coats:
 - 1. Apply base coat(s) to fully embed lath and to specified thickness.
 - 2. Follow guidelines in ASTM C926 and manufacturer's written installation instructions for moist curing base coats and application of subsequent coats.
- C. Leveling Coat:
 - 1. Apply leveling coat to specified thickness.
 - 2. Fully embed reinforcing mesh in leveling coat.
- D. Finish Coats:
 - 1. Cement Plaster:
 - a. Apply with sufficient material and pressure to ensure complete coverage of base.
 - b. Apply desired surface texture while mix is still workable.
 - 2. Primer and Acrylic Coatings:
 - a. Remove surface contaminants such as dust and dirt without damaging substrate.
 - b. Apply primer in accordance with manufacturer's instructions.
 - c. Apply finish coating in number of coats and to thickness recommended by manufacturer.

END OF SECTION

**SECTION 09 9113
EXTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens definitely not required.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.04 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Behr Process Corporation: www.behr.com/#sle.
 - 2. PPG Paints: www.ppgpaints.com/#sle.
 - 3. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
- C. Primer Sealers: Same manufacturer as top coats.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint E-OP - Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including concrete, concrete masonry units, brick and primed metal.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Exterior Latex; MPI #10, 11, 15, 119, or 214.
 - a. Products:
 - 1) Behr Premium Plus Exterior Flat [No. 4050]. (MPI #10)
 - 2) PPG Paints Speedhide Exterior Latex Flat, 6-610XI Series. (MPI #10)
 - 3) Sherwin-Williams Resilience, Flat. (MPI #10)

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
 - 1. Alkali Resistant Water Based Primer; MPI #3.

- a. Products:
 - 1) Behr Concrete and Masonry Bonding Primer [No. 880].
 - 2) PPG Paints Seal Grip Acrylic Primer, 17-921 Series. (MPI #3)
 - 3) Sherwin-Williams Loxon Concrete and Masonry Primer Sealer, LX02W50. (MPI #3)
- 2. Interior/Exterior Latex Block Filler; MPI #4.
 - a. Products:
 - 1) PPG Paints Speedhide Masonry Hi Fill Latex Block Filler, 6-15XI. (MPI #4)
 - 2) Sherwin-Williams ConFlex Block Filler. (MPI #4)

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Sacrificial Anti-Graffiti Coating: Clear, wax emulsion for coating porous or painted surfaces; capable of being removed from substrate with only hot water.
- C. Patching Material: Latex filler.
- D. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Exterior Plaster and Stucco: 12 percent.
 - 2. Masonry, Concrete, and Concrete Masonry Units: 12 percent.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete:
 - 1. Prepare surface as recommended by top coat manufacturer and according to SSPC-SP 13.
- H. Masonry:
 - 1. Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces or if alkalinity of mortar joints exceed that permitted in manufacturer's

written instructions. Allow to dry.

2. Prepare surface as recommended by top coat manufacturer.
- I. Exterior Plaster: Fill hairline cracks, small holes, and imperfections with exterior patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply additional coats until complete hide is achieved.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 COLOR SCHEDULE

END OF SECTION

**SECTION 10 1400
SIGNAGE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Building identification signs.
- B. Window Graphics.
- C. Channel Letter/Logo

1.02 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Package signs as required to prevent damage before installation.
- B. Store tape adhesive at normal room temperature.

1.04 FIELD CONDITIONS

- A. Do not install tape adhesive when ambient temperature is lower than recommended by manufacturer.
- B. Maintain this minimum temperature during and after installation of signs.

PART 2 PRODUCTS

2.01 SIGNAGE APPLICATIONS

- A. Accessibility Compliance: Signs are required to comply with ADA Standards and ICC A117.1, unless otherwise indicated; in the event of conflicting requirements, comply with the most comprehensive and specific requirements.
- B. Window Graphics
- C. Building Identification Signs:
 - 1. Use individual metal letters.
 - 2. Mount on outside wall in location indicated on drawings.
- D. Other Dimensional Letter Signs: Wall-mounted.
 - 1. Exterior: Allow for total of 50 letters, 6 inches high, metal.

2.02 SIGN TYPES

2.03 DIMENSIONAL LETTERS

- A. Metal Letters:
 - 1. Metal: Aluminum casting.
 - 2. Metal Thickness: 1/8 inch minimum.
 - 3. Letter Height: As indicated on drawings inches.
 - 4. Text and Typeface:
 - a. Character Font: As indicated on drawings..
 - b. Character Case: Upper and lower case (title case).
 - 5. Finish: As selected by Architect from manufacturer's full range.
 - 6. Mounting: Concealed screws.

2.04 WINDOW GRAPHICS

- A. Die-Cut Vinyl:
 - 1. Letter Height: As indicated on drawings.
 - 2. Text and Typeface:
 - a. Character Font: As indicated on drawings.
 - b. Character Case: Upper and lower case (title case)
 - 3. Finish: As selected by Architect from manufacturer's full range.
 - 4. Mounting: Front adhesive

2.05 CHANNEL LETTER/LOGO

- A. Face Lit - LED Illuminated
 - 1. Acrylic Face
 - 2. Aluminum Returns
 - 3. LED lighting
 - 4. Letter Height: As indicated on drawings inches.
 - 5. Text and Typeface:
 - a. Character Font: As indicated on drawings..
 - b. Character Case: Upper and lower case (title case).
 - 6. Color: As indicated on drawings..
 - 7. Mounting:
 - a. Face mounted
 - b. Aluminum raceway (if needed)

2.06 ACCESSORIES

- A. Concealed Screws: Stainless steel, galvanized steel, chrome plated, or other non-corroding metal.
- B. Tape Adhesive: Double sided tape, permanent adhesive.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.
- C. Protect from damage until Substantial Completion; repair or replace damaged items.

END OF SECTION

**SECTION 10 7300
EXTRUDED ALUMINUM CANOPY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Work in this section includes furnishing and installation of extruded aluminum overhead hanger rod style canopies..

1.02 REFERENCE STANDARDS

ASCE 7-10, Minimum Design Loads for Buildings and Other Structures

Aluminum Design Manual 2015

AWS D1.2 - 2014, Structural Welding Code - Aluminum

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's product information, specification and installation instructions..
- C. Shop Drawings: Submit complete shop drawings including:
 - 1. Overall canopy layout dimensions.
 - 2. Cut section details including elevation, bent layout dimensions, canopy connection details and wall connection details.
 - 3. Flashing details pertaining to aluminum canopy.
 - 4. Canopy anchorage details.
- D. Samples: Submit color selection samples of actual anodized aluminum material.
- E. Certificate: Provide Professional Engineer certification that the proposed canopy design and layout meets or exceeds all applicable loadings (ex: wind load, rain live load, dead load, snow load) for the job location (city & state) in accordance with the ASCE 7-10 and local building codes.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with at least three years of documented experience.
- B. Warranty: Aluminum protective cover, including material and workmanship, shall be warranted from defect for a period of one year from date of completion of aluminum protective cover installation.

1.05 FIELD CONDITIONS

- A. Confirm dimensions prior to preparation of shop drawings.

PART 2 PRODUCTS

2.01 ALUMINUM CANOPY SYSTEM

- A. Basis of Design Manufacturer: Mapes Canopies.
- B. Other Acceptable Manufacturers:
 - 1. Mitchell Metals, LLC.
 - 2. Dittmer Architectural Aluminum.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.
- C. Description:
 - 1. Composition:

- a. Decking: 2 3/4" Extruded .078" Decking
 - b. Intermediate Framing: extruded aluminum, alloy 6063-T6, in profile and thickness shown in current manufacturer brochure.
 - c. Fascia: Extruded 8" J style.
 - d. Hanger rods and attachment hardware shall be standard finish.
2. Size: As indicated on drawings.
 3. Color: To be selected by Architect from full range.
 4. Finish: As indicated on drawings.
- D. Fabrication:
1. Canopy to be shipped with materials precut to size for field assembly. Assemble in shop to greatest extent possible to minimize field assembly.
 2. All connections shall be mechanically assembled utilizing 3/16 fastener with a minimum shear stress of 350 lb. Pre-welded or factory welded connection are not acceptable.
 3. Concealed drainage. Water shall drain from covered surfaces into intermediate trough and be directed to front scupper.

PART 3 EXECUTION

3.01 INSTALLERS

- A. Erection shall be performed by an approved installer and scheduled after all masonry and roofing work is complete.

3.02 EXAMINATION

- A. Verification of Conditions: Verify that surrounding area is ready for the canopy installation..
- B. Installer shall confirm dimensions and elevations to be as shown on drawings provided by manufacturer.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

3.04 CLEANING

- A. Remove protective coverings at time in project construction sequence which will afford greatest protection of work. Clean finished surfaces as recommended by manufacturer. Maintain in a clean condition during construction.

3.05 PROTECTION

- A. Protect installed canopy from subsequent construction operations.

END OF SECTION

**SECTION 10 7316.13
METAL CANOPIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Freestanding shop fabricated metal canopies.

1.02 REFERENCE STANDARDS

- A. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2014.
- C. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength 2014, with Editorial Revision (2017).
- D. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes 2018.
- E. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel 2018.
- F. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2019a.
- G. ASTM A924/A924M - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process 2019.
- H. AWS D1.1/D1.1M - Structural Welding Code - Steel 2015, with Errata (2016).

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit product data sheets, including material descriptions and finishes, and preparation instructions and recommendations.
- C. Shop Drawings: Prior to commencement of fabrication, submit detailed shop drawings, showing profiles, sections of components, finishes, and fastening details.
- D. Design Data: Submit comprehensive structural analysis of design for the specified loads. Stamp and sign calculations by professional engineer.
- E. Erector's Qualification Statement.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site ready for erection.
- B. Package using methods that prevent damage during shipping and storage on site.
- C. Store materials under cover and elevated above grade.

PART 2 PRODUCTS

2.01 METAL CANOPIES

- A. Shop Fabricated Metal Canopy
 - 1. Design and fabricate metal canopy system to resist wind, snow, live and seismic loads without failure, damage, or permanent deflection in accordance with ASCE 7:
 - 2. Thermal Movement: Design canopy system to accommodate thermal movement caused by ambient temperature range of 120 degrees F and surface temperature range of 180 degrees F without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects on assembly components.

- B. Configuration: Column layout, canopy clearance, and roof covering design as indicated on drawings.

2.02 COMPONENTS

A. Structural Steel Framing:

1. Columns: ASTM A500/A500M, Grade B, round or rectangular tubing, sized to suit project design load requirements.
2. Base and Top Plates: ASTM A36/A36M, with pre-drilled bolt holes.
3. Beams: ASTM A500/A500M, Grade B, round or rectangular tubing, sized to suit project design load requirements.
4. Other Structural Steel Members: ASTM A36/A36M.

B. Covering:

1. Sheet Metal Decking: Interlocking metal panels.
 - a. Panel Size: Type "B" 16 inches wide by 1 1/2" deep; 20 gauge, 0.0359 inch thickness.
 - b. Material: ASTM A653/A653M, prime painted gray.
 - c. Provide canopy manufacturer's standard clip type fasteners for attaching covering to structural beams.

C. Anchor Bolts: ASTM A307 or ASTM A572/A572M, formed with bent shank, assembled with template for casting into concrete.

1. Minimum exposed thread of 7 inches above footing and 23 inch minimum embedment.
2. Provide nuts and washers as required for column leveling and plumbing.

D. Concrete Footings: Refer to Section 03 3000 for additional requirements.

2.03 SHOP FABRICATION

- A. Provide a complete system ready for erection at project site.
- B. Shop fabricate to the greatest extent possible; disassemble if necessary for shipping.
- C. Perform welding in accordance with AWS D1.1/D1.1M.
- D. Fabricate connections for bolt, nut, and washer connectors.

2.04 FINISHES

A. Structural Steel Framing:

1. Shop Primer: Rust-inhibitive red oxide.
2. Finish Coating: As specified in Section 09 9600.

B. Steel Decking: Polyester baked enamel finish; color as selected from manufacturer's standard range.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates and site area for conditions that might prevent satisfactory installation.
- B. Verify that foundation, electrical utilities, and placed anchors are in correct position.
- C. Do not proceed with installation until all conditions are satisfactory.

3.02 INSTALLATION - FRAMING

- A. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation.

- B. Set column base plates with non-shrink grout to achieve full plate bearing.
- C. Fasten columns to anchor bolts.
- D. Do not field cut or alter structural members without approval.
- E. After erection, prime welds, abrasions, and surfaces not shop primed.

3.03 INSTALLATION - CANOPY COVERING

- A. Install in accordance with manufacturer's instructions.
- B. Fasten metal decking to steel support members, aligned level and plumb.
- C. Install fascia panels, trim and flashing.
- D. Separate dissimilar metals using concealed bituminous paint.
- E. Touch-up damaged finish coating using material provided by manufacturer to match original coating.

END OF SECTION

**SECTION 32 1313
CONCRETE PAVING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete sidewalks.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on joint filler, admixtures and curing compound.

PART 2 PRODUCTS

2.01 PAVING ASSEMBLIES

- A. Concrete Sidewalks and Median Barrier: 3,000 psi 28 day concrete, 4 inches thick, buff color Portland cement, exposed aggregate finish.

2.02 FORM MATERIALS

- A. Form Materials: Plywood, metal, metal-framed plywood or other approved panel-type material to provide full-depth, continuous, straight, smooth exposed surfaces.
- B. Joint Filler: Preformed; non-extruding bituminous type (ASTM D1751) or sponge rubber or cork (ASTM D1752).

2.03 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, Grade 80 (80,000 psi) yield strength; deformed billet steel bars; unfinished.
- B. Steel Welded Wire Reinforcement: Plain type, ASTM A1064/A1064M; in flat sheets; unfinished.

2.04 CONCRETE MATERIALS

- A. Obtain cementitious materials from same source throughout.
- B. Cement: ASTM C150/C150M, Normal - Type I Portland cement, gray color.
- C. Fine and Coarse Mix Aggregates: ASTM C33/C33M.
- D. Water: Clean, and not detrimental to concrete.
- E. Air-Entraining Admixtures: ASTM C260/C260M.

2.05 ACCESSORIES

- A. Slab Isolation Joint Filler: 1/2 inch thick, height equal to slab thickness, with removable top section that will form 1/2 inch deep sealant pocket after removal.

2.06 CONCRETE MIX DESIGN

- A. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
 - 1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.

2.07 MIXING

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Transit Mixers: Comply with ASTM C94/C94M.

PART 3 EXECUTION

3.01 EXAMINATION

Avondale Small Business Facade
Improvements

- A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.

3.02 **SUBBASE**

3.03 **PREPARATION**

- A. Moisten base to minimize absorption of water from fresh concrete.

3.04 **FORMING**

- A. Place and secure forms to correct location, dimension, profile, and gradient.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.05 **REINFORCEMENT**

- A. Place reinforcement at top of slabs-on-grade.

3.06 **COLD AND HOT WEATHER CONCRETING**

- A. Follow recommendations of ACI 305R when concreting during hot weather.
- B. Follow recommendations of ACI 306R when concreting during cold weather.
- C. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

3.07 **PLACING CONCRETE**

- A. Place concrete in accordance with ACI 304R.
- B. Do not place concrete when base surface is wet.
- C. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.
- D. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

3.08 **JOINTS**

- A. Place 3/8 inch wide expansion joints at 20 foot intervals and to separate paving from vertical surfaces and other components and in pattern indicated.
 - 1. Form joints with joint filler extending from bottom of pavement to within 1/2 inch of finished surface.
- B. Saw cut contraction joints 3/16 inch wide at an optimum time after finishing. Cut 1/3 into depth of slab.

3.09 **EXPOSED AGGREGATE**

3.10 **FINISHING**

- A. Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius.
- B. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.11 **TOLERANCES**

- A. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.
- B. Maximum Variation From True Position: 1/4 inch.

3.12 **FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000 - Quality Requirements.
 - 1. Provide free access to concrete operations at project site and cooperate with appointed firm.

3.13 PROTECTION

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.
- B. Do not permit pedestrian traffic over pavement for 7 days minimum after finishing.

END OF SECTION

REFERENCE DOCUMENTS

INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

Per 2.10.2.1. Hazardous Materials, Asbestos and Lead-based paint testing reports for the following locations are on file with City's Finance and Budget Department.

Project 1. Michael G. Velázquez State Farm Agency: 123 E Main Street, Avondale, AZ 85323

Project 2. Paletas La Michoakana: 105 E Western Avenue, Avondale, AZ 85323

Project 3. Alliance Notary Services: 111 E Western Avenue, Avondale, AZ 85323

Project 4. S&S Property Management: 607 E Western Avenue, Avondale, AZ 85323

EXHIBIT B
TO
INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

[Substitution/Equal Request Form]

See following pages.

SUBSTITUTION/EQUAL REQUEST FORM

INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

Bidder _____ hereby submits for City’s consideration the following product, instead of the specified item, for the above Project.

1.	<u>Section</u>	<u>Page</u>	<u>Paragraph/Line</u>	<u>Specified Item</u>
	_____	_____	_____	_____

Proposed Substitution: _____

Statement indicating why specified product, fabrication or installation cannot be provided, if applicable:

(NOTE: See Article II – Bid Process; Bid Award, Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, for additional criteria concerning prior approval for substitutions or use equals of material and equipment.)

2. Attach complete product description, drawings, photographs, performance and test data, and other information necessary for evaluation, indicating by highlighting all comparable data between specified item and proposed substitution or equal. Identify specific model numbers, finishes, options, etc.

A. Will changes be required to Project design (architecturally, structurally, mechanically or electrically) in order to properly install proposed substitution? Yes ____ No ____ If Yes, explain:

B. Will the undersigned pay for changes to the Project design, including engineering and drawing costs, caused by requested substitution? Yes ____ No ____

C. List differences between proposed substitution and specified item. Include annotated copy of applicable Specification Section.

<u>Specified Item</u>	<u>Proposed Substitution</u>
_____	_____
_____	_____

D. Does substitution affect Drawing dimensions? Yes ____ No ____ If Yes, explain:

E. What effect does substitution have on other trades? _____

F. Does manufacturer’s warranty of proposed substitution differ from that specified?
Yes ____ No ____ If Yes, explain: _____

G. Will substitution affect progress schedule? Yes ____ No ____ If Yes, explain:

H. Will substitution require more license fees or royalties than specified product?
Yes ____ No ____ If Yes, explain: _____

I. Will maintenance and service parts be locally available for substitution?
Yes ____ No ____ If Yes, explain: _____

J. Will substitution be compatible with all adjacent material and/or applications to or on the proposed substitution? Yes ____ No ____ If no, explain what material substitutions will be required to make your proposed substitution compatible: _____

List materials that will be required to provide compatibility: _____

3. The undersigned hereby assumes all responsibility for all provisions indicated herein and agrees that, if adequate comparable information is not provided as required by Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, and this Form, the proposed substitution or equal shall be subject to rejection.
4. The undersigned understands and agrees that the substitution requested, including all supporting data, will only be considered if it is submitted to the City Representative 10 full Days prior to the Bid Deadline. Telegraphic (facsimile) or electronic (email) copies will **not** be considered.

Submitted by:

For City's Use Only:

Signature

Accepted

Print Name

Rejected

Title

Remarks: _____

Company Name

Address

Signature

City, State, Zip Code

Print Name

Date

Telephone No.

Date

EXHIBIT C
TO
INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

[Price Sheet]

See following pages.

EXHIBIT C-1

INVITATION FOR BIDS NO. NFS 20-030
 Façade Improvement Projects Western Avenue and MC 85

PROJECT #1 - Michael G. Velazquez State Farm Agency

NOTE: Pricing shall be all-inclusive, All pricing blanks must be filled in. Incomplete or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.

Item	Description	Unit	Quantity	Unit Cost	Total
DEMOLITION					
1	Windows	SF	60	\$	\$
2	Door	EA	1	\$	\$
3	Paving	SF	100	\$	\$
Subtotal					\$
IMPROVEMENTS					
4	Windows	SF	60	\$	\$
5	Door	EA	1	\$	\$
6	Paint Masonry/ Concrete	SF	1,600	\$	\$
7	Paint Steel	LS	1	\$	\$
8	Electrical and Signage	LS	1	\$	\$
9	Window Decal	LS	1	\$	\$
10	Concrete Sidewalk	SF	100	\$	\$
11	Metal Roof and Wall Deck	SF	190	\$	\$
Subtotal					\$
ADD ALTERNATE(S), per Technical Specification Section 01 2300					
ALT. No. 1.1	Add CMU screen wall and concrete footing	SF	50	\$	\$
ALT. No. 1.2	Add aluminum soffit and wall panel to the front canopy	SF	190	\$	\$
Subtotal					\$
TOTAL, INCLUDING ADD ALTERNATE(S)					\$
Pricing shall be all-inclusive such as overhead, profit, design, taxes, equipment, labor and material.					

Company Name: _____

Date: _____

ACCEPTANCE OF OPTIONAL ITEMS

ALT. No. 1.1 Yes _____ No _____ Authorized By: _____

ALT. No. 1.2 Yes _____ No _____ Authorized By: _____

*** ALL BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES. PLEASE BE ADVISED THAT ARIZ. REV. STAT. § 42-5075(P) APPLIES TO THE PROJECT CONTEMPLATED WITHIN THIS CONTRACT. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL WORK CONTEMPLATED BY THE PLANS FOR THE PROJECT IS BID ON THE PRICE SHEET.**

EXHIBIT C-2

INVITATION FOR BIDS NO. NFS 20-030
 Façade Improvement Projects Western Avenue and MC 85

PROJECT #2 - Paletas La Michoakana

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.

Item	Description	Unit	Quantity	Unit Cost	Total
DEMOLITION					
1	Windows	SF	55	\$	\$
2	Miscellaneous	LS	1	\$	\$
Subtotal					\$
IMPROVEMENTS					
3	Aluminum Frame and Slat Cover	SF	40	\$	\$
4	Windows	SF	55	\$	\$
5	Door	EA	1	\$	\$
6	Paint Allowance	LS	1	\$	\$
7	Electrical and Signage	LS	1	\$	\$
8	Window Decal	LS	1	\$	\$
9	Standoff Signage	LS	1	\$	\$
Subtotal					\$

ADD ALTERNATE(S), per Technical Specification Section 01 2300					
ALT. No. 2.1	Add West Sign	LS	1	\$	\$
ALT. No. 2.2	Add structural framing to reinforce adobe construction at replacement windows.	SF	1	\$	\$
ALT. No. 2.3	Remove and replace the existing front door in kind	EA	1	\$	\$
ALT. No. 2.4	Add security door	EA	1	\$	\$
Subtotal					\$
TOTAL, INCLUDING ADD ALTERNATE(S)					\$

Pricing shall be all-inclusive such as overhead, profit, design, taxes, equipment, labor and material.

Company Name: _____

Date: _____

ACCEPTANCE OF OPTIONAL ITEMS

ALT. No. 2.1 Yes _____ No _____ Authorized By: _____

ALT. No. 2.2 Yes _____ No _____ Authorized By: _____

ALT. No. 2.3 Yes _____ No _____ Authorized By: _____

ALT. No. 2.4 Yes _____ No _____ Authorized By: _____

*** ALL BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES. PLEASE BE ADVISED THAT ARIZ. REV. STAT. § 42-5075(P) APPLIES TO THE PROJECT CONTEMPLATED WITHIN THIS CONTRACT. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL WORK CONTEMPLATED BY THE PLANS FOR THE PROJECT IS BID ON THE PRICE SHEET.**

EXHIBIT C-3

INVITATION FOR BIDS NO. NFS 20-030
 Façade Improvement Projects Western Avenue and MC 85

PROJECT #3 - Alliance Notary Services

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.

Item	Description	Unit	Quantity	Unit Cost	Total
DEMOLITION					
1	Exterior Finish System	SF	190	\$	\$
2	Windows	SF	65	\$	\$
3	Door	EA	1	\$	\$
4	Mansard Roof System and Structure	SF	90	\$	\$
5	Miscellaneous	LS	1	\$	\$
Subtotal					\$
IMPROVEMENTS					
6	Stucco Finish System and Paint	SF	275	\$	\$
7	Windows	SF	65	\$	\$
8	Door	EA	1	\$	\$
9	Misc. Paint	LS	1	\$	\$
10	Wall Infill	SF	10	\$	\$
11	Metal Coping	LF	35	\$	\$
12	Electrical and Signage	LS	1	\$	\$
13	Window Decal	LS	1	\$	\$
14	Paint Existing Stucco to Remain	SF	800	\$	\$
Subtotal					\$

Pricing shall be all-inclusive such as overhead, profit, design, taxes, equipment, labor and material.

Company Name: _____

Date: _____

*** ALL BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES. PLEASE BE ADVISED THAT ARIZ. REV. STAT. § 42-5075(P) APPLIES TO THE PROJECT CONTEMPLATED WITHIN THIS CONTRACT. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL WORK CONTEMPLATED BY THE PLANS FOR THE PROJECT IS BID ON THE PRICE SHEET.**

EXHIBIT C-4

INVITATION FOR BIDS NO. NFS 20-030
 Façade Improvement Projects Western Avenue and MC 85

PROJECT #4 - S&S Property Management

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.

Item	Description	Unit	Quantity	Unit Cost	Total
DEMOLITION					
1	Door and Security Gate	EA	1	\$	\$
2	Canopy and Supports	SF	95	\$	\$
3	Miscellaneous	LS	1	\$	\$
Subtotal					\$
IMPROVEMENTS					
4	Door	EA	1	\$	\$
5	Security Door	EA	1	\$	\$
6	Premanufactured Aluminum Canopy	SF	90	\$	\$
7	Paint Masonry/ Concrete	SF	1,400	\$	\$
8	Electrical	LS	1	\$	\$
9	Window Decal	LS	1	\$	\$
Subtotal					\$
ADD ALTERNATE(S), per Technical Specification Section 01 2300					
ALT. No. 4.1	Replace existing aluminum frame and window system with new, per Technical Specification. Sec. 01 2300	SF	95	\$	\$
ALT. No. 4.2	Replace existing mail drop with new, per Technical Specification. Sec. 01 2300	LS	1	\$	\$
Subtotal					\$
TOTAL, INCLUDING ADD ALTERNATE(S)					\$

Pricing shall be all-inclusive such as overhead, profit, design, taxes, equipment, labor and material.

Company Name: _____

Date: _____

ACCEPTANCE OF ALTERNATE ITEMS

ALT. No. 4.1 Yes _____ No _____ Authorized By: _____

ALT. No. 4.2 Yes _____ No _____ Authorized By: _____

Company Name: _____ Date: _____

*** ALL BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES. PLEASE BE ADVISED THAT ARIZ. REV. STAT. § 42-5075(P) APPLIES TO THE PROJECT CONTEMPLATED WITHIN THIS CONTRACT. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL WORK CONTEMPLATED BY THE PLANS FOR THE PROJECT IS BID ON THE PRICE SHEET.**

EXHIBIT D
TO
INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

[Federal Requirements]

See following pages

Bidder shall obtain and adopt the latest Wage Determinations and Labor Standard Regulation.

"General Decision Number: AZ20200031 01/03/2020

Superseded General Decision Number: AZ20190031

State: Arizona

Construction Type: Building

County: Maricopa County in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/03/2020

ASBE0073-002 08/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 40.84	14.52

BOIL0627-001 10/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 35.30	28.41

* BRAZ0003-009 07/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 25.31	8.13

ZONE PAY:

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

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

 CARP0408-009 07/01/2019

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 27.89	12.23

 CARP1327-001 07/01/2019

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 26.24	8.86

 ELEC0640-005 07/01/2019

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring; Excludes Installation of Alarms and Sound and Communication Systems).....	\$ 29.55	10.79

 ENGI0428-012 07/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Oiler.....	\$ 25.94	11.04
(2) Crane under 15 tons.....	\$ 29.21	11.04
(3) Crane, 15 tons to 100 tons, Tower Crane.....	\$ 30.29	11.04
(4) Crane, 100 tons and over.....	\$ 31.32	11.04

 IRON0075-011 08/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 27.80	19.05

- Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
- Zone 2: 050 to 100 miles - Add \$4.00
- Zone 3: 100 to 150 miles - Add \$5.00
- Zone 4: 150 miles & over - Add \$6.50

 LAB01184-010 06/01/2019

	Rates	Fringes
LABORER (MASON TENDER-BRICK).....	\$ 20.88	5.71

 PAIN0086-006 04/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER		
ZONE A.....	\$ 20.05	6.68
ZONE B.....	\$ 23.55	6.68

ZONE PAY:

ZONE A: Free Zone: A distance of 0 to 100 miles from the old Phoenix courthouse.

ZONE B: A distance of 101 miles and over from the old Phoenix courthouse: \$3.50 per hour over ZONE A

 PLAS0394-001 07/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.08	8.57

 PLUM0469-002 07/01/2016

	Rates	Fringes
PLUMBER/PIPEFITTER		
Cononino, Maricopa, and		
Yuma.....	\$ 36.35	17.00
Pima.....	\$ 34.45	17.00

 SFAZ0669-001 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.25	22.91

 SHEE0359-002 07/01/2019

	Rates	Fringes
SHEET METAL WORKER: (HVAC Duct Installation Only)		
Zone 1.....	\$ 36.15	18.69

 SUAZ2012-020 05/30/2012

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 21.14	3.14
CARPENTER (Form Work Only).....	\$ 19.67	5.45
CARPENTER (Metal Stud Installation).....	\$ 16.23	0.00
CAULKER.....	\$ 16.01	0.00

ELECTRICIAN (Alarm Installation).....	\$ 18.31	4.68
ELECTRICIAN (Installation of Sound and Communication Systems).....	\$ 17.20	2.87
FIREPROOFER.....	\$ 15.00	0.00
GLAZIER.....	\$ 18.67	1.44
INSTALLER - SIGN.....	\$ 19.16	3.58
INSULATOR - BATT.....	\$ 11.96	3.06
IRONWORKER, REINFORCING.....	\$ 14.92	0.00
LABORER: Asphalt Raker.....	\$ 15.18	1.30
LABORER: Common or General.....	\$ 13.80	2.24
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 21.00	7.37
LABORER: Fence Erection.....	\$ 19.73	0.00
LABORER: Landscape & Irrigation.....	\$ 11.33	0.43
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.24	3.90
LABORER: Pipelayer.....	\$ 15.10	0.85
LABORER: Plaster Tender.....	\$ 12.00	0.00
LABORER: Power Tool Operator....	\$ 14.85	4.20
LATHER.....	\$ 16.15	0.00
MASON - STONE.....	\$ 18.48	0.82
MILLWRIGHT.....	\$ 20.00	2.87
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.20	2.47
OPERATOR: Bulldozer.....	\$ 21.12	6.14
OPERATOR: Drill Rig Caissons....	\$ 19.06	2.39
OPERATOR: Drill.....	\$ 19.16	0.00
OPERATOR: Forklift.....	\$ 17.36	0.00
OPERATOR: Grader/Blade.....	\$ 21.00	7.07
OPERATOR: Loader (Front End)....	\$ 18.55	0.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 21.09	3.96
OPERATOR: Roller.....	\$ 25.00	0.00
OPERATOR: Scraper.....	\$ 21.41	0.00

OPERATOR: Screed.....	\$ 22.17	4.42
OPERATOR: Trencher.....	\$ 15.01	0.58
PAINTER: Brush, Roller, Spray and Steel.....	\$ 16.53	2.63
PLASTERER.....	\$ 16.71	0.00
ROOFER, Includes Waterproofing, and Installation of Metal Roofs.....	\$ 16.71	1.67
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 18.85	2.79
TERRAZZO WORKER/SETTER.....	\$ 21.13	0.00
TILE FINISHER.....	\$ 12.50	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER: Dump Trucks.....	\$ 15.55	1.42
TRUCK DRIVER: Pickup Truck.....	\$ 11.00	0.87
TRUCK DRIVER: Water Truck.....	\$ 17.72	4.21
TRUCKDRIVER: 3 and 4 Axle.....	\$ 19.29	1.36

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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

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ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of January 8, 2020

[Title 29](#) → [Subtitle A](#) → [Part 3](#)

Title 29: Labor

PART 3—CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Contents

- [§3.1 Purpose and scope.](#)
- [§3.2 Definitions.](#)
- [§3.3 Weekly statement with respect to payment of wages.](#)
- [§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.](#)
- [§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.](#)
- [§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.](#)
- [§3.7 Applications for the approval of the Secretary of Labor.](#)
- [§3.8 Action by the Secretary of Labor upon applications.](#)
- [§3.9 Prohibited payroll deductions.](#)
- [§3.10 Methods of payment of wages.](#)
- [§3.11 Regulations part of contract.](#)

AUTHORITY: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14 of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 3145; Secretary's Order 01-2014 (Dec. 19, 2014), 79 FR 77527 (Dec. 24, 2014).

SOURCE: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

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§3.1 Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

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§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

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§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This 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 back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/index.htm> or its successor site.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008; 82 FR 2224, Jan. 9, 2017]

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§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve (b) his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1235-0008)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982; 82 FR 2224, Jan. 9, 2017]

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§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

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§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

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§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

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§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

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§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

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§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

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§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

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Title 29: Labor

PART 5—LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

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- §5.30 Types of wage determinations.
- §5.31 Meeting wage determination obligations.
- §5.32 Overtime payments.

AUTHORITY: 5 U.S.C. 301; R.S. 161, 64 Stat. 1267; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 40 U.S.C. 3141 *et seq.*; 40 U.S.C. 3145; 40 U.S.C. 3148; 40 U.S.C. 3701 *et seq.*; and the laws listed in 5.1(a) of this part; Secretary's Order No. 01-2014 (Dec. 19, 2014), 79 FR 77527 (Dec. 24, 2014); 28 U.S.C. 2461 note (Federal Civil Penalties Inflation Adjustment Act of 1990); Pub. L. 114-74 at §701, 129 Stat 584.

SOURCE: 48 FR 19541, Apr. 29, 1983, unless otherwise noted.

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Subpart A—Davis-Bacon and Related Acts Provisions and Procedures

SOURCE: 48 FR 19540, Apr. 29, 1983, unless otherwise noted.

EDITORIAL NOTE: Nomenclature changes to subpart A of part 5 appear at 61 FR 19984, May 3, 1996.

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§5.1 Purpose and scope.

(a) The regulations contained in this part are promulgated under the authority conferred upon the Secretary of Labor by Reorganization Plan No. 14 of 1950 and the Copeland Act in order to coordinate the administration and enforcement of the labor standards provisions of each of the following acts by the Federal agencies responsible for their administration and of such additional statutes as may from time to time confer upon the Secretary of Labor additional duties and responsibilities similar to those conferred upon the Secretary of Labor under Reorganization Plan No. 14 of 1950:

1. The Davis-Bacon Act (sec. 1-7, 46 Stat. 1949, as amended; Pub. L. 74-403, 40 U.S.C. 276a-276a-7).
2. Copeland Act (40 U.S.C. 276c).
3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).
4. National Housing Act (sec. 212 added to c. 847, 48 Stat. 1246, by sec. 14, 53 Stat. 807; 12 U.S.C. 1715c and repeatedly amended).
5. Housing Act of 1950 (college housing) (amended by Housing Act of 1959 to add labor provisions, 73 Stat. 681; 12 U.S.C. 1749a(f)).
6. Housing Act of 1959 (sec. 401(f) of the Housing Act of 1950 as amended by Pub. L. 86-372, 73 Stat. 681; 12 U.S.C. 1701q(c)(3)).
7. Commercial Fisheries Research and Development Act of 1964 (sec. 7, 78 Stat. 199; 16 U.S.C. 779e(b)).
8. Library Services and Construction Act (sec. 7(a), 78 Stat. 13; 20 U.S.C. 355c(a)(4), as amended).
9. National Technical Institute for the Deaf Act (sec. 5(b)(5), 79 Stat. 126; 20 U.S.C. 684(b)(5)).
10. National Foundation on the Arts and Humanities Act of 1965 (sec. 5(k), 79 Stat. 846 as amended; 20 U.S.C. 954(j)).
11. Elementary and Secondary Education Act of 1965 as amended by Elementary and Secondary and other Education Amendments of 1969 (sec. 423 as added by Pub. L. 91-230, title IV, sec. 401(a)(10), 84 Stat. 169, and renumbered sec. 433, by Pub. L. 92-318; title III, sec. 301(a)(1), 86 Stat. 326; 20 U.S.C. 1232(b)). Under the amendment coverage is extended to all programs administered by the Commissioner of Education.
12. The Federal-Aid Highway Acts (72 Stat. 895, as amended by 82 Stat. 821; 23 U.S.C. 113, as amended by the Surface Transportation Assistance Act of 1982, Pub. L. 97-424).
13. Indian Self-Determination and Education Assistance Act (sec. 7, 88 Stat. 2205; 25 U.S.C. 450e).
14. Indian Health Care Improvement Act (sec. 303(b), 90 Stat. 1407; 25 U.S.C. 1633(b)).
15. Rehabilitation Act of 1973 (sec. 306(b)(5) 87 Stat. 384, 29 U.S.C. 776(b)(5)).
16. Comprehensive Employment and Training Act of 1973 (sec. 606, 87 Stat. 880, renumbered sec. 706 by 88 Stat. 1845; 29 U.S.C. 986; also sec. 604, 88 Stat. 1846; 29 U.S.C. 964(b)(3)).
17. State and Local Fiscal Assistance Act of 1972 (sec. 123(a)(6), 86 Stat. 933; 31 U.S.C. 1246(a)(6)).
18. Federal Water Pollution Control Act (sec. 513 of sec. 2, 86 Stat. 894; 33 U.S.C. 1372).
19. Veterans Nursing Home Care Act of 1964 (78 Stat. 502, as amended; 38 U.S.C. 5035(a)(8)).
20. Postal Reorganization Act (sec. 410(b)(4)(C); 84 Stat. 726 as amended; 39 U.S.C. 410(b)(4)(C)).
21. National Visitors Center Facilities Act of 1966 (sec. 110, 32 Stat. 45; 40 U.S.C. 808).
22. Appalachian Regional Development Act of 1965 (sec. 402, 79 Stat. 21; 40 U.S.C. App. 402).
23. Health Services Research, Health Statistics, and Medical Libraries Act of 1974 (sec. 107, see sec. 308(h)(2) thereof, 88 Stat. 370, as amended by 90 Stat. 378; 42 U.S.C. 242m(h)(2)).
24. Hospital Survey and Construction Act, as amended by the Hospital and Medical Facilities Amendments of 1964 (sec. 605(a)(5), 78 Stat. 453; 42 U.S.C. 291e(a)(5)).
25. Health Professions Educational Assistance Act (sec. 303(b), 90 Stat. 2254; 42 U.S.C. 293a(g)(1)(C); also sec. 308a, 90 Stat. 2258, 42 U.S.C. 293a(c)(7)).
26. Nurse Training Act of 1964 (sec. 941(a)(1)(C), 89 Stat. 384; 42 U.S.C. 296a(b)(5)).
27. Heart Disease, Cancer, and Stroke Amendments of 1965 (sec. 904, as added by sec. 2, 79 Stat. 928; 42 U.S.C. 299d(b)(4)).
28. Safe Drinking Water Act (sec. 2(a) see sec. 1450e thereof, 88 Stat. 1691; 42 U.S.C. 300j-9(e)).
29. National Health Planning and Resources Act (sec. 4, see sec. 1604(b)(1)(H), 88 Stat. 2261, 42 U.S.C. 300o-3(b)(1)(H)).
30. U.S. Housing Act of 1937, as amended and recodified (88 Stat. 667; 42 U.S.C. 1437j).
31. Demonstration Cities and Metropolitan Development Act of 1966 (secs. 110, 311, 503, 1003, 80 Stat. 1259, 1270, 1277, 1284; 42 U.S.C. 3310; 12 U.S.C. 1715c; 42 U.S.C. 1437j).
32. Slum clearance program: Housing Act of 1949 (sec. 109, 63 Stat. 419, as amended; 42 U.S.C. 1459).
33. Farm housing: Housing Act of 1964 (adds sec. 516(f) to Housing Act of 1949 by sec. 503, 78 Stat. 797; 42 U.S.C. 1486(f)).
34. Housing Act of 1961 (sec. 707, added by sec. 907, 79 Stat. 496, as amended; 42 U.S.C. 1500c-3).

35. Defense Housing and Community Facilities and Services Act of 1951 (sec. 310, 65 Stat. 307; 42 U.S.C. 1592i).
 36. Special Health Revenue Sharing Act of 1975 (sec. 303, see sec. 222(a)(5) thereof, 89 Stat. 324; 42 U.S.C. 2689j(a)(5)).
 37. Economic Opportunity Act of 1964 (sec. 607, 78 Stat. 532; 42 U.S.C. 2947).
 38. Headstart, Economic Opportunity, and Community Partnership Act of 1974 (sec. 11, see sec. 811 thereof, 88 Stat. 2327; 42 U.S.C. 2992a).
 39. Housing and Urban Development Act of 1965 (sec. 707, 79 Stat. 492 as amended; 42 U.S.C. 3107).
 40. Older Americans Act of 1965 (sec. 502, Pub. L. 89-73, as amended by sec. 501, Pub. L. 93-29; 87 Stat. 50; 42 U.S.C. 3041a(a)(4)).
 41. Public Works and Economic Development Act of 1965 (sec. 712; 79 Stat. 575 as amended; 42 U.S.C. 3222).
 42. Juvenile Delinquency Prevention Act (sec. 1, 86 Stat. 536; 42 U.S.C. 3884).
 43. New Communities Act of 1968 (sec. 410, 82 Stat. 516; 42 U.S.C. 3909).
 44. Urban Growth and New Community Development Act of 1970 (sec. 727(f), 84 Stat. 1803; 42 U.S.C. 4529).
 45. Domestic Volunteer Service Act of 1973 (sec. 406, 87 Stat. 410; 42 U.S.C. 5046).
 46. Housing and Community Development Act of 1974 (secs. 110, 802(g), 88 Stat. 649, 724; 42 U.S.C. 5310, 1440(g)).
 47. Developmentally Disabled Assistance and Bill of Rights Act (sec. 126(4), 89 Stat. 488; 42 U.S.C. 6042(4); title I, sec. 111, 89 Stat. 491; 42 U.S.C. 6063(b)(19)).
 48. National Energy Conservation Policy Act (sec. 312, 92 Stat. 3254; 42 U.S.C. 6371j).
 49. Public Works Employment Act of 1976 (sec. 109, 90 Stat. 1001; 42 U.S.C. 6708; also sec. 208, 90 Stat. 1008; 42 U.S.C. 6728).
 50. Energy Conservation and Production Act (sec. 451(h), 90 Stat. 1168; 42 U.S.C. 6881(h)).
 51. Solid Waste Disposal Act (sec. 2, 90 Stat. 2823; 42 U.S.C. 6979).
 52. Rail Passenger Service Act of 1970 (sec. 405d, 84 Stat. 1337; 45 U.S.C. 565(d)).
 53. Urban Mass Transportation Act of 1964 (sec. 10, 78 Stat. 307; renumbered sec. 13 by 88 Stat. 715; 49 U.S.C. 1609).
 54. Highway Speed Ground Transportation Study (sec. 6(b), 79 Stat. 893; 49 U.S.C. 1636(b)).
 55. Airport and Airway Development Act of 1970 (sec. 22(b), 84 Stat. 231; 49 U.S.C. 1722(b)).
 56. Federal Civil Defense Act of 1950 (50 U.S.C. App. 2281i).
 57. National Capital Transportation Act of 1965 (sec. 3(b)(4), 79 Stat. 644; 40 U.S.C. 682(b)(4)).
- NOTE. Repealed December 9, 1969, and labor standards incorporated in sec. 1-1431 of the District of Columbia Code).
58. Model Secondary School for the Deaf Act (sec. 4, 80 Stat. 1027, Pub. L. 89-694, but not in the United States Code).
 59. Delaware River Basin Compact (sec. 15.1, 75 Stat. 714, Pub. L. 87-328) (considered a statute for purposes of the plan but not in the United States Code).
 60. Energy Security Act (sec. 175(c), Pub. L. 96-294, 94 Stat. 611; 42 U.S.C. 8701 note).

(b) Part 1 of this subtitle contains the Department's procedural rules governing requests for wage determinations and the issuance and use of such wage determinations under the Davis-Bacon Act and its related statutes as listed in that part.

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§5.2 Definitions.

(a) The term *Secretary* includes the Secretary of Labor, the Deputy Under Secretary for Employment Standards, and their authorized representatives.

(b) The term *Administrator* means the Administrator of the Wage and Hour Division, U.S. Department of Labor, or authorized representative.

(c) The term *Federal agency* means the agency or instrumentality of the United States which enters into the contract or provides assistance through loan, grant, loan guarantee or insurance, or otherwise, to the project subject to a statute listed in §5.1.

(d) The term *Agency Head* means the principal official of the Federal agency and includes those persons duly authorized to act in the behalf of the Agency Head.

(e) The term *Contracting Officer* means the individual, a duly appointed successor, or authorized representative who is designated and authorized to enter into contracts on behalf of the Federal agency.

(f) The term *labor standards* as used in this part means the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act (other than those relating to safety and health), the Copeland Act, and the prevailing wage provisions of the other statutes listed in §5.1, and the regulations in parts 1 and 3 of this subtitle and this part.

(g) The term *United States or the District of Columbia* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the foregoing departments, establishments, agencies, instrumentalities, and including nonappropriated fund instrumentalities.

(h) The term *contract* means any prime contract which is subject wholly or in part to the labor standards provisions of any of the acts listed in §5.1 and any subcontract of any tier thereunder, let under the prime contract. A State or local Government is not regarded as a contractor under statutes providing loans, grants, or other Federal assistance in situations where construction is performed by its own employees. However, under statutes requiring payment of prevailing wages to all laborers and mechanics employed on the assisted project, such as the U.S. Housing Act of 1937, State and local recipients of Federal-aid must pay these employees according to Davis-Bacon labor standards.

(i) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

(j) The terms *construction, prosecution, completion, or repair* mean the following:

(1) All types of work done on a particular building or work at the site thereof, including work at a facility which is deemed a part of the site of the work within the meaning of (paragraph (l)) of this section by laborers and mechanics employed by a construction contractor or construction subcontractor (or, under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996, all work done in the construction or development of the project), including without limitation—

(i) Altering, remodeling, installation (where appropriate) on the site of the work of items fabricated off-site;

(ii) Painting and decorating;

(iii) Manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work (or, under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996 in the construction or development of the project);

(iv)(A) Transportation between the site of the work within the meaning of paragraph (l)(1) of this section and a facility which is dedicated to the construction of the building or work and deemed a part of the site of the work within the meaning of paragraph (l)(2) of this section; and

(B) Transportation of portion(s) of the building or work between a site where a significant portion of such building or work is constructed, which is a part of the site of the work within the meaning of paragraph (l)(1) of this section, and the physical place or places where the building or work will remain.

(2) Except for laborers and mechanics employed in the construction or development of the project under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996, and except as provided in paragraph (j)(1)(iv)(A) of this section, the transportation of materials or supplies to or from the site of the work by employees of the construction contractor or a construction subcontractor is not “construction, prosecution, completion, or repair” (see *Building and Construction Trades Department, AFL-CIO v. United States Department of Labor Wage Appeals Board (Midway Excavators, Inc.)*, 932 F.2d 985 (D.C. Cir. 1991)).

(k) The term *public building* or *public work* includes building or work, the construction, prosecution, completion, or repair of which, as defined above, is carried on directly by authority of or with funds of a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

(l) The term *site of the work* is defined as follows:

(1) *The site of the work* is the physical place or places where the building or work called for in the contract will remain; and any other site where a significant portion of the building or work is constructed, *provided* that such site is established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (l)(3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc., are part of the *site of the work*, provided they are dedicated exclusively, or nearly so, to performance of the contract or project, and provided they are adjacent or virtually adjacent to the *site of the work* as defined in paragraph (l)(1) of this section;

(3) Not included in the *site of the work* are permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular Federal or federally assisted contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, etc., of a commercial or material supplier, which are established by a supplier of materials for the project before opening of bids and not on the site of the work as stated in paragraph (l)(1) of this section, are not included in the *site of the work*. Such permanent, previously established facilities are not part of the *site of the work*, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a contract.

(m) The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of this title are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of part 541, are laborers and mechanics for the time so spent.

(n) The terms *apprentice*, *trainee*, and *helper* are defined as follows:

(1) *Apprentice* means (i) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Bureau, or (ii) a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice;

(2) *Trainee* means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which has been so certified by that Administration.

(3) These provisions do not apply to *apprentices* and *trainees* employed on projects subject to 23 U.S.C. 113 who are enrolled in programs which have been certified by the Secretary of Transportation in accordance with 23 U.S.C. 113(c).

(4) A distinct classification of "helper" will be issued in wage determinations applicable to work performed on construction projects covered by the labor standards provisions of the Davis-Bacon and Related Acts only where:

(i) The duties of the helper are clearly defined and distinct from those of any other classification on the wage determination;

(ii) The use of such helpers is an established prevailing practice in the area; and

(iii) The helper is not employed as a trainee in an informal training program. A "helper" classification will be added to wage determinations pursuant to §5.5(a)(1)(ii)(A) only where, in addition, the work to be performed by the helper is not performed by a classification in the wage determination.

(o) Every person performing the duties of a laborer or mechanic in the construction, prosecution, completion, or repair of a public building or public work, or building or work financed in whole or in part by loans, grants, or guarantees from the United States is *employed* regardless of any contractual relationship alleged to exist between the contractor and such person.

(p) The term *wages* means the basic hourly rate of pay; any contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a bona fide fringe benefit fund, plan, or program; and the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan of program, which was communicated in writing to the laborers and mechanics affected. The fringe benefits enumerated in the Davis-Bacon Act include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing; unemployment benefits; life insurance, disability insurance, sickness insurance, or accident insurance; vacation or holiday pay; defraying costs of apprenticeship or other similar programs; or other bona fide fringe benefits. Fringe benefits do not include benefits required by other Federal, State, or local law.

(q) The term *wage determination* includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision. The application of the wage determination shall be in accordance with the provisions of §1.6 of this title.

[48 FR 19541, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983; 55 FR 50149, Dec. 4, 1990; 57 FR 19206, May 4, 1992; 65 FR 69693, Nov. 20, 2000; 65 FR 80278, Dec. 20, 2000; 82 FR 2225, Jan. 9, 2017]

§§5.3-5.4 [Reserved]

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§5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

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

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control No.
(a)(1)(ii)(B)	1235-0023
(a)(1)(ii)(C)	1235-0023
(a)(1)(iv)	1235-0023
(a)(3)(i)	1235-0023
(a)(3)(ii)(A)	1235-0023
	1235-0008
(c)	1235-0023

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 81 FR 43450, July 1, 2016; 82 FR 2225, 2226, Jan. 9, 2017; 83 FR 12, Jan 2, 2018; 84 FR 218, Jan. 23, 2019]

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§5.6 Enforcement.

(a)(1) It shall be the responsibility of the Federal agency to ascertain whether the clauses required by §5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in §5.1. Agencies which do not directly enter into such contracts shall promulgate the necessary regulations or procedures to require the recipient of the Federal assistance to insert in its contracts the provisions of §5.5. No payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency unless the agency insures that the clauses required by §5.5 and the appropriate wage determination of the Secretary of Labor are contained in such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency after the beginning of construction unless there is on file with the agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of §5.5 or unless there is on file with the agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(2) Payrolls and Statements of Compliance submitted pursuant to §5.5(a)(3)(ii) shall be preserved by the Federal agency for a period of 3 years from the date of completion of the contract and shall be produced at the request of the Department of Labor at any time during the 3-year period.

(3) The Federal agency shall cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by §5.5 and the applicable statutes listed in §5.1. Investigations shall be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages and liquidated damages and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(5) It is the policy of the Department of Labor to protect the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of an employee who makes a written or oral statement as a complaint or in the course of an investigation, as well as portions of the statement which would reveal the employee's identity, shall not be disclosed in any manner to anyone other than Federal officials without the prior consent of the employee. Disclosure of employee statements shall be governed by the provisions of the "Freedom of Information Act" (5 U.S.C. 552, see 29 CFR part 70) and the "Privacy Act of 1974" (5 U.S.C. 552a).

(b) The Administrator shall cause to be made such investigations as deemed necessary, in order to obtain compliance with the labor standards provisions of the applicable statutes listed in §5.1, or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes listed in §5.1. Federal agencies, contractors, subcontractors, sponsors, applicants, or owners shall cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations. The findings of such an investigation, including amounts found due, may not be altered or reduced without the approval of the Department of Labor. Where the underpayments disclosed by such an investigation total \$1,000 or more, where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), or where liquidated damages may be assessed under the Contract Work Hours and Safety Standards Act, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation and any action taken by the contractor to correct the violative practices, including any payment of back wages. In other circumstances, the Federal agency will be furnished a letter of notification summarizing the findings of the investigation.

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§5.7 Reports to the Secretary of Labor.

(a) *Enforcement reports.* (1) Where underpayments by a contractor or subcontractor total less than \$1,000, and where there is no reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act that the contractor has disregarded its obligations to employees and subcontractors), and where restitution has been effected and future compliance assured, the Federal agency need not submit its investigative findings and recommendations to the Administrator, unless the investigation was made at the request of the Department of Labor. In the latter case, the Federal agency shall submit a factual summary report detailing any violations including any data on the amount of restitution paid, the number of workers who received restitution, liquidated damages assessed under the Contract Work Hours and Safety Standards Act, corrective measures taken (such as "letters of notice"), and any information that may be necessary to review any recommendations for an appropriate adjustment in liquidated damages under §5.8.

(2) Where underpayments by a contractor or subcontractor total \$1,000 or more, or where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), the Federal agency shall furnish within 60 days after completion of its investigation, a detailed enforcement report to the Administrator.

(b) *Semi-annual enforcement reports.* To assist the Secretary in fulfilling the responsibilities under Reorganization Plan No. 14 of 1950, Federal agencies shall furnish to the Administrator by April 30 and October 31 of each calendar year semi-annual reports on compliance with and enforcement of the labor standards provisions of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30, respectively. Such reports shall be prepared in the manner prescribed in memoranda issued to Federal agencies by the Administrator. This report has been cleared in accordance with FPMR 101-11.11 and assigned interagency report control number 1482-DOL-SA.

(c) *Additional information.* Upon request, the Agency Head shall transmit to the Administrator such information available to the Agency with respect to contractors and subcontractors, their contracts, and the nature of the contract work as the Administrator may find necessary for the performance of his or her duties with respect to the labor standards provisions referred to in this part.

(d) *Contract termination.* Where a contract is terminated by reason of violations of the labor standards provisions of the statutes listed in §5.1, a report shall be submitted promptly to the Administrator and to the Comptroller General (if the contract is subject to the Davis-Bacon Act), giving the name and address of the contractor or subcontractor whose right to proceed has been terminated, and the name and address of the contractor or subcontractor, if any, who is to complete the work, the amount and number of the contract, and the description of the work to be performed.

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§5.8 Liquidated damages under the Contract Work Hours and Safety Standards Act.

(a) The Contract Work Hours and Safety Standards Act requires that laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any workweek. In the event of violation of this provision, the contractor and any subcontractor shall be liable for the unpaid wages and in addition for liquidated damages, computed with respect to each laborer or mechanic employed in violation of the Act in the amount of \$27 for each calendar day in the workweek on which such individual was required or permitted to work in excess of forty hours without payment of required overtime wages. Any contractor or subcontractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the head of the agency of the United States (or the territory of District of Columbia, as appropriate) for which the contract work was performed or for which financial assistance was provided.

(b) *Findings and recommendations of the Agency Head.* The Agency Head has the authority to review the administrative determination of liquidated damages and to issue a final order affirming the determination. It is not necessary to seek the concurrence of the Administrator but the Administrator shall be advised of the action taken. Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, and the amount of the liquidated damages computed for the contract is in excess of \$500, the Agency Head may make recommendations to the Secretary that an appropriate adjustment in liquidated damages be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. Such findings with respect to liquidated damages shall include findings with respect to any wage underpayments for which the liquidated damages are determined.

(c) The recommendations of the Agency Head for adjustment or relief from liquidated damages under paragraph (a) of this section shall be reviewed by the Administrator or an authorized representative who shall issue an order concurring in the recommendations, partially concurring in the recommendations, or rejecting the recommendations, and the reasons therefor. The order shall be the final decision of the Department of Labor, unless a petition for review is filed pursuant to part 7 of this title, and the Administrative Review Board in its discretion reviews such decision and order; or, with respect to contracts subject to the Service Contract Act, unless petition for review is filed pursuant to part 8 of this title, and the Administrative Review Board in its discretion reviews such decision and order.

(d) Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours and Safety Standards Act for a contract is \$500 or less and the Agency Head finds that the sum of liquidated damages is incorrect or that the contractor or subcontractor violated inadvertently the provisions of

the Contract Work Hours and Safety Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, an appropriate adjustment may be made in such liquidated damages or the contractor or subcontractor may be relieved of liability for such liquidated damages without submitting recommendations to this effect or a report to the Department of Labor. This delegation of authority is made under section 105 of the Contract Work Hours and Safety Standards Act and has been found to be necessary and proper in the public interest to prevent undue hardship and to avoid serious impairment of the conduct of Government business.

[48 FR 19541, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 51 FR 13496, Apr. 21, 1986; 81 FR 43450, July 1, 2016; 83 FR 12, Jan. 2, 2018; 84 FR 218, Jan. 23, 2019]

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§5.9 Suspension of funds.

In the event of failure or refusal of the contractor or any subcontractor to comply with the labor standards clauses contained in §5.5 and the applicable statutes listed in §5.1, the Federal agency, upon its own action or upon written request of an authorized representative of the Department of Labor, shall take such action as may be necessary to cause the suspension of the payment, advance or guarantee of funds until such time as the violations are discontinued or until sufficient funds are withheld to compensate employees for the wages to which they are entitled and to cover any liquidated damages which may be due.

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§5.10 Restitution, criminal action.

(a) In cases other than those forwarded to the Attorney General of the United States under paragraph (b), of this section, where violations of the labor standards clauses contained in §5.5 and the applicable statutes listed in §5.1 result in underpayment of wages to employees, the Federal agency or an authorized representative of the Department of Labor shall request that restitution be made to such employees or on their behalf to plans, funds, or programs for any type of bona fide fringe benefits within the meaning of section 1(b)(2) of the Davis-Bacon Act.

(b) In cases where the Agency Head or the Administrator finds substantial evidence that such violations are willful and in violation of a criminal statute, the matter shall be forwarded to the Attorney General of the United States for prosecution if the facts warrant. In all such cases the Administrator shall be informed simultaneously of the action taken.

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§5.11 Disputes concerning payment of wages.

(a) This section sets forth the procedure for resolution of disputes of fact or law concerning payment of prevailing wage rates, overtime pay, or proper classification. The procedures in this section may be initiated upon the Administrator's own motion, upon referral of the dispute by a Federal agency pursuant to §5.5(a)(9), or upon request of the contractor or subcontractor(s).

(b)(1) In the event of a dispute described in paragraph (a) of this section in which it appears that relevant facts are at issue, the Administrator will notify the affected contractor and subcontractor(s) (if any), by registered or certified mail to the last known address, of the investigation findings. If the Administrator determines that there is reasonable cause to believe that the contractor and/or subcontractor(s) should also be subject to debarment under the Davis-Bacon Act or §5.12(a)(1), the letter will so indicate.

(2) A contractor and/or subcontractor desiring a hearing concerning the Administrator's investigative findings shall request such a hearing by letter postmarked within 30 days of the date of the Administrator's letter. The request shall set forth those findings which are in dispute and the reasons therefor, including any affirmative defenses, with respect to the violations and/or debarment, as appropriate.

(3) Upon receipt of a timely request for a hearing, the Administrator shall refer the case to the Chief Administrative Law Judge by Order of Reference, to which shall be attached a copy of the letter from the Administrator and response thereto, for designation of an Administrative Law Judge to conduct such hearings as may be necessary to resolve the disputed matters. The hearing shall be conducted in accordance with the procedures set forth in 29 CFR part 6.

(c)(1) In the event of a dispute described in paragraph (a) of this section in which it appears that there are no relevant facts at issue, and where there is not at that time reasonable cause to institute debarment proceedings under §5.12, the Administrator shall notify the contractor and subcontractor(s) (if any), by registered or certified mail to the last known address, of the investigation findings, and shall issue a ruling on any issues of law known to be in dispute.

(2)(i) If the contractor and/or subcontractor(s) disagree with the factual findings of the Administrator or believe that there are relevant facts in dispute, the contractor or subcontractor(s) shall so advise the Administrator by letter postmarked within 30 days of the date of the Administrator's letter. In the response, the contractor and/or subcontractor(s) shall explain in detail the facts alleged to be in dispute and attach any supporting documentation.

(ii) Upon receipt of a response under paragraph (c)(2)(i) of this section alleging the existence of a factual dispute, the Administrator shall examine the information submitted. If the Administrator determines that there is a relevant issue of fact, the Administrator shall refer the case to the Chief Administrative Law Judge in accordance with paragraph (b)(3) of this section. If the Administrator determines that there is no relevant issue of fact, the Administrator shall so rule and advise the contractor and subcontractor(s) (if any) accordingly.

(3) If the contractor and/or subcontractor(s) desire review of the ruling issued by the Administrator under paragraph (c)(1) or (2) of this section, the contractor and/or subcontractor(s) shall file a petition for review thereof with the Administrative Review Board within 30 days of the date of the ruling, with a copy thereof the Administrator. The petition for review shall be filed in accordance with part 7 of this title.

(d) If a timely response to the Administrator's findings or ruling is not made or a timely petition for review is not filed, the Administrator's findings and/or ruling shall be final, except that with respect to debarment under the Davis-Bacon Act, the Administrator shall advise the Comptroller General of the Administrator's recommendation in accordance with §5.12(a)(1). If a timely response or petition for review is filed, the findings and/or ruling of the Administrator shall be inoperative unless and until the decision is upheld by the Administrative Law Judge or the Administrative Review Board.

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§5.12 Debarment proceedings.

(a)(1) Whenever any contractor or subcontractor is found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of any of the applicable statutes listed in §5.1 other than the Davis-Bacon Act, such contractor or subcontractor or any firm, corporation, partnership, or association in which such contractor or subcontractor has a substantial interest shall be ineligible for a period not to exceed 3 years (from the date of publication by the Comptroller General of the name or names of said contractor or subcontractor on the ineligible list as provided below) to receive any contracts or subcontracts subject to any of the statutes listed in §5.1.

(2) In cases arising under contracts covered by the Davis-Bacon Act, the Administrator shall transmit to the Comptroller General the names of the contractors or subcontractors and their responsible officers, if any (and any firms in which the contractors or subcontractors are known to have an interest), who have been found to have disregarded their obligations to employees, and the recommendation of the Secretary of Labor or authorized representative regarding debarment. The Comptroller General will distribute a list to all Federal agencies giving the names of such ineligible person or firms, who shall be ineligible to be awarded any contract or subcontract of the United States or the District of Columbia and any contract or subcontract subject to the labor standards provisions of the statutes listed in §5.1.

(b)(1) In addition to cases under which debarment action is initiated pursuant to §5.11, whenever as a result of an investigation conducted by the Federal agency or the Department of Labor, and where the Administrator finds reasonable cause to believe that a contractor or subcontractor has committed willful or aggravated violations of the labor standards provisions of any of the statutes listed in §5.1 (other than the Davis-Bacon Act), or has committed violations of the Davis-Bacon Act which constitute a disregard of its obligations to employees or subcontractors under section 3(a) thereof, the Administrator shall notify by registered or certified mail to the last known address, the contractor or subcontractor and its responsible officers, if any (and any firms in which the contractor or subcontractor are known to have a substantial interest), of the finding. The Administrator shall afford such contractor or subcontractor and any other parties notified an opportunity for a hearing as to whether debarment action should be taken under paragraph (a)(1) of this section or section 3(a) of the Davis-Bacon Act. The Administrator shall furnish to those notified a summary of the investigative findings. If the contractor or subcontractor or any other parties notified wish to request a hearing as to whether debarment action should be taken, such a request shall be made by letter postmarked within 30 days of the date of the letter from the Administrator, and shall set forth any findings which are in dispute and the reasons therefor, including any affirmative defenses to be raised. Upon receipt of such request for a hearing, the Administrator shall refer the case to the Chief Administrative Law Judge by Order of Reference, to which shall be attached a copy of the letter from the Administrator and the response thereto, for designation of an Administrative Law Judge to conduct such hearings as may be necessary to determine the matters in dispute. In considering debarment under any of the statutes listed in §5.1 other than the Davis-Bacon Act, the Administrative Law Judge shall issue an order concerning whether the contractor or subcontractor is to be debarred in accordance with paragraph (a)(1) of this section. In considering debarment under the Davis-Bacon Act, the Administrative Law Judge shall issue a recommendation as to whether the contractor or subcontractor should be debarred under section 3(a) of the Act.

(2) Hearings under this section shall be conducted in accordance with 29 CFR part 6. If no hearing is requested within 30 days of receipt of the letter from the Administrator, the Administrator's findings shall be final, except with respect to recommendations regarding debarment under the Davis-Bacon Act, as set forth in paragraph (a)(2) of this section.

(c) Any person or firm debarred under paragraph (a)(1) of this section may in writing request removal from the debarment list after six months from the date of publication by the Comptroller General of such person or firm's name on the ineligible list. Such a request should be directed to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210, and shall contain a full explanation of the reasons why such person or firm should be removed from the ineligible list. In cases where the contractor or subcontractor failed to make full restitution to all underpaid employees, a request for removal will not be considered until such underpayments are made. In all other cases, the Administrator will examine the facts and circumstances surrounding the violative practices which caused the debarment, and issue a decision as to whether or not such person or firm has demonstrated a current responsibility to comply with the labor standards provisions of the statutes

listed in §5.1, and therefore should be removed from the ineligible list. Among the factors to be considered in reaching such a decision are the severity of the violations, the contractor or subcontractor's attitude towards compliance, and the past compliance history of the firm. In no case will such removal be effected unless the Administrator determines after an investigation that such person or firm is in compliance with the labor standards provisions applicable to Federal contracts and Federally assisted construction work subject to any of the applicable statutes listed in §5.1 and other labor statutes providing wage protection, such as the Service Contract Act, the Walsh-Healey Public Contracts Act, and the Fair Labor Standards Act. If the request for removal is denied, the person or firm may petition for review by the Administrative Review Board pursuant to 29 CFR part 7.

(d)(1) Section 3(a) of the Davis-Bacon Act provides that for a period of three years from date of publication on the ineligible list, no contract shall be awarded to any persons or firms placed on the list as a result of a finding by the Comptroller General that such persons or firms have disregarded obligations to employees and subcontractors under that Act, and further, that no contract shall be awarded to "any firm, corporation, partnership, or association in which such persons or firms have an interest." Paragraph (a)(1) of this section similarly provides that for a period not to exceed three years from date of publication on the ineligible list, no contract subject to any of the statutes listed in §5.1 shall be awarded to any contractor or subcontractor on the ineligible list pursuant to that paragraph, or to "any firm, corporation, partnership, or association" in which such contractor or subcontractor has a "substantial interest." A finding as to whether persons or firms whose names appear on the ineligible list have an interest (or a substantial interest, as appropriate) in any other firm, corporation, partnership, or association, may be made through investigation, hearing, or otherwise.

(2)(i) The Administrator, on his/her own motion or after receipt of a request for a determination pursuant to paragraph (d)(3) of this section may make a finding on the issue of interest (or substantial interest, as appropriate).

(ii) If the Administrator determines that there may be an interest (or substantial interest, as appropriate), but finds that there is insufficient evidence to render a final ruling thereon, the Administrator may refer the issue to the Chief Administrative Law Judge in accordance with paragraph (d)(4) of this section.

(iii) If the Administrator finds that no interest (or substantial interest, as appropriate) exists, or that there is not sufficient information to warrant the initiation of an investigation, the requesting party, if any, will be so notified and no further action taken.

(iv)(A) If the Administrator finds that an interest (or substantial interest, as appropriate) exists, the person or firm affected will be notified of the Administrator's finding (by certified mail to the last known address), which shall include the reasons therefor, and such person or firm shall be afforded an opportunity to request that a hearing be held to render a decision on the issue.

(B) Such person or firm shall have 20 days from the date of the Administrator's ruling to request a hearing. A detailed statement of the reasons why the Administrator's ruling is in error, including facts alleged to be in dispute, if any, shall be submitted with the request for a hearing.

(C) If no hearing is requested within the time mentioned in paragraph (d)(2)(iv)(B) of this section, the Administrator's finding shall be final and the Administrator shall so notify the Comptroller General. If a hearing is requested, the ruling of the Administrator shall be inoperative unless and until the administrative law judge or the Administrative Review Board issues an order that there is an interest (or substantial interest, as appropriate).

(3)(i) A request for a determination of interest (or substantial interest, as appropriate), may be made by any interested party, including contractors or prospective contractors and associations of contractor's representatives of employees, and interested Government agencies. Such a request shall be submitted in writing to the Administrator, Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210.

(ii) The request shall include a statement setting forth in detail why the petitioner believes that a person or firm whose name appears on the debarred bidders list has an interest (or a substantial interest, as appropriate) in any firm, corporation, partnership, or association which is seeking or has been awarded a contract of the United States or the District of Columbia, or which is subject to any of the statutes listed in §5.1. No particular form is prescribed for the submission of a request under this section.

(4) *Referral to the Chief Administrative Law Judge.* The Administrator, on his/her own motion under paragraph (d)(2)(ii) of this section or upon a request for hearing where the Administrator determines that relevant facts are in dispute, will by order refer the issue to the Chief Administrative Law Judge, for designation of an Administrative Law Judge who shall conduct such hearings as may be necessary to render a decision solely on the issue of interest (or substantial interest, as appropriate). Such proceedings shall be conducted in accordance with the procedures set forth at 29 CFR part 6.

(5) *Referral to the Administrative Review Board.* If the person or firm affected requests a hearing and the Administrator determines that relevant facts are not in dispute, the Administrator will refer the issue and the record compiled thereon to the Administrative Review Board to render a decision solely on the issue of interest (or substantial interest, as appropriate). Such proceeding shall be conducted in accordance with the procedures set forth at 29 CFR part 7.

[48 FR 19541, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983; 82 FR 2226, Jan. 9, 2017]

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§5.13 Rulings and interpretations.

All questions relating to the application and interpretation of wage determinations (including the classifications therein) issued pursuant to part 1 of this subtitle, of the rules contained in this part and in parts 1 and 3, and of the labor standards provisions of any of the statutes listed in §5.1 shall be referred to the Administrator for appropriate ruling or interpretation. The rulings and interpretations shall be authoritative and those under the Davis-Bacon Act may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 259). Requests for such rulings and interpretations should be addressed to the Administrator, Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210.

[82 FR 2226, Jan. 9, 2017]

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§5.14 Variations, tolerances, and exemptions from parts 1 and 3 of this subtitle and this part.

The Secretary of Labor may make variations, tolerances, and exemptions from the regulatory requirements of this part and those of parts 1 and 3 of this subtitle whenever the Secretary finds that such action is necessary and proper in the public interest or to prevent injustice and undue hardship. Variations, tolerances, and exemptions may not be made from the statutory requirements of any of the statutes listed in §5.1 unless the statute specifically provides such authority.

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§5.15 Limitations, variations, tolerances, and exemptions under the Contract Work Hours and Safety Standards Act.

(a) *General.* Upon his or her own initiative or upon the request of any Federal agency, the Secretary of Labor may provide under section 105 of the Contract Work Hours and Safety Standards Act reasonable limitations and allow variations, tolerances, and exemptions to and from any or all provisions of that Act whenever the Secretary finds such action to be necessary and proper in the public interest to prevent injustice, or undue hardship, or to avoid serious impairment of the conduct of Government business. Any request for such action by the Secretary shall be submitted in writing, and shall set forth the reasons for which the request is made.

(b) *Exemptions.* Pursuant to section 105 of the Contract Work Hours and Safety Standards Act, the following classes of contracts are found exempt from all provisions of that Act in order to prevent injustice, undue hardship, or serious impairment of Government business:

(1) Contract work performed in a workplace within a foreign country or within territory under the jurisdiction of the United States other than the following: A State of the United States; the District of Columbia; Puerto Rico; the Virgin Islands; Outer Continental Shelf lands defined in the Outer Continental Shelf Lands Act (ch. 345, 67 Stat. 462); American Samoa; Guam; Wake Island; Eniwetok Atoll; Kwajalein Atoll; and Johnston Island.

(2) Agreements entered into by or on behalf of the Commodity Credit Corporation providing for the storing in or handling by commercial warehouses of wheat, corn, oats, barley, rye, grain sorghums, soybeans, flaxseed, rice, naval stores, tobacco, peanuts, dry beans, seeds, cotton, and wool.

(3) Sales of surplus power by the Tennessee Valley Authority to States, counties, municipalities, cooperative organization of citizens or farmers, corporations and other individuals pursuant to section 10 of the Tennessee Valley Authority Act of 1933 (16 U.S.C. 8311).

(c) *Tolerances.* (1) The "basic rate of pay" under section 102 of the Contract Work Hours and Safety Standards Act may be computed as an hourly equivalent to the rate on which time-and-one-half overtime compensation may be computed and paid under section 7 of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 207), as interpreted in part 778 of this title. This tolerance is found to be necessary and proper in the public interest in order to prevent undue hardship.

(2) Concerning the tolerance provided in paragraph (c)(1) of this section, the provisions of section 7(d)(2) of the Fair Labor Standards Act and §778.7 of this title should be noted. Under these provisions, payments for occasional periods when no work is performed, due to vacations, and similar causes are excludable from the "regular rate" under the Fair Labor Standards Act. Such payments, therefore, are also excludable from the "basic rate" under the Contract Work Hours and Safety Standards Act.

(3) See §5.8(c) providing a tolerance subdelegating authority to the heads of agencies to make appropriate adjustments in the assessment of liquidated damages totaling \$500 or less under specified circumstances.

(4)(i) Time spent in an organized program of related, supplemental instruction by laborers or mechanics employed under bona fide apprenticeship or training programs may be excluded from working time if the criteria prescribed in paragraphs (c)(4)(ii) and (iii) of this section are met.

(ii) The apprentice or trainee comes within the definition contained in §5.2(n).

(iii) The time in question does not involve productive work or performance of the apprentice's or trainee's regular duties.

(d) *Variations.* (1) In the event of failure or refusal of the contractor or any subcontractor to comply with overtime pay requirements of the Contract Work Hours and Safety Standards Act, if the funds withheld by Federal agencies for the violations are not sufficient to pay fully both the unpaid wages due laborers and mechanics and the liquidated damages due the United States, the available funds shall be used first to compensate the laborers and mechanics for the wages to which they are entitled (or an equitable portion thereof when the funds are not adequate for this purpose); and the balance, if any, shall be used for the payment of liquidated damages.

(2) In the performance of any contract entered into pursuant to the provisions of 38 U.S.C. 620 to provide nursing home care of veterans, no contractor or subcontractor under such contract shall be deemed in violation of section 102 of the Contract Work Hours and Safety Standards Act by virtue of failure to pay the overtime wages required by such section for work in excess of 40 hours in the workweek to any individual employed by an establishment which is an institution primarily engaged in the care of the sick, the aged, or the mentally ill or defective who reside on the premises if, pursuant to an agreement or understanding arrived at between the employer and the employee before performance of the work, a work period of 14 consecutive days is accepted in lieu of the workweek of 7 consecutive days for the purpose of overtime compensation and if such individual receives compensation for employment in excess of 8 hours in any workday and in excess of 80 hours in such 14-day period at a rate not less than 1½ times the regular rate at which the individual is employed, computed in accordance with the requirements of the Fair Labor Standards Act of 1938, as amended.

(3) Any contractor or subcontractor performing on a government contract the principal purpose of which is the furnishing of fire fighting or suppression and related services, shall not be deemed to be in violation of section 102 of the Contract Work Hour and Safety Standards Act for failing to pay the overtime compensation required by section 102 of the Act in accordance with the basic rate of pay as defined in paragraph (c)(1) of this section, to any pilot or copilot of a fixed-wing or rotary-wing aircraft employed on such contract if:

(i) Pursuant to a written employment agreement between the contractor and the employee which is arrived at before performance of the work.

(A) The employee receives gross wages of not less than \$300 per week regardless of the total number of hours worked in any workweek, and

(B) Within any workweek the total wages which an employee receives are not less than the wages to which the employee would have been entitled in that workweek if the employee were paid the minimum hourly wage required under the contract pursuant to the provisions of the Service Contract Act of 1965 and any applicable wage determination issued thereunder for all hours worked, plus an additional premium payment of one-half times such minimum hourly wage for all hours worked in excess of 40 hours in the workweek;

(ii) The contractor maintains accurate records of the total daily and weekly hours of work performed by such employee on the government contract. In the event these conditions for the exemption are not met, the requirements of section 102 of the Contract Work Hours and Safety Standards Act shall be applicable to the contract from the date the contractor or subcontractor fails to satisfy the conditions until completion of the contract.

(Reporting and recordkeeping requirements in paragraph (d)(2) have been approved by the Office of Management and Budget under control numbers 1235-0023 and 1235-0018. Reporting and recordkeeping requirements in paragraph (d)(3)(ii) have been approved by the Office of Management and Budget under control number 1235-0018)

[48 FR 19541, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 61 FR 40716, Aug. 5, 1996; 82 FR 2226, Jan. 9, 2017]

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§5.16 Training plans approved or recognized by the Department of Labor prior to August 20, 1975.

(a) Notwithstanding the provisions of §5.5(a)(4)(ii) relating to the utilization of trainees on Federal and federally assisted construction, no contractor shall be required to obtain approval of a training program which, prior to August 20, 1975, was approved by the Department of Labor for purposes of the Davis-Bacon and Related Acts, was established by agreement of organized labor and management and therefore recognized by the Department, and/or was recognized by the Department under Executive Order 11246, as amended. A copy of the program and evidence of its prior approval, if applicable shall be submitted to the Employment and Training Administration, which shall certify such prior approval or recognition of the program. In every other respect, the provisions of §5.5(a)(4)(ii)—including those relating to registration of trainees, permissible ratios, and wage rates to be paid—shall apply to these programs.

(b) Every trainee employed on a contract executed on and after August 20, 1975, in one of the above training programs must be individually registered in the program in accordance with Employment and Training Administration procedures, and must be paid at the rate specified in the program for the level of progress. Any such employee listed on the payroll at a trainee rate who is not registered and participating in a program certified by ETA pursuant to this section, or approved and certified by ETA pursuant to §5.5(a)(4)(ii), must be paid the wage rate determined by the Secretary of Labor for the classification of work actually performed. The ratio of trainees to journeymen shall not be greater than permitted by the terms of the program.

(c) In the event a program which was recognized or approved prior to August 20, 1975, is modified, revised, extended, or renewed, the changes in the program or its renewal must be approved by the Employment and Training Administration before they may be placed into effect.

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§5.17 Withdrawal of approval of a training program.

If at any time the Employment and Training Administration determines, after opportunity for a hearing, that the standards of any program, whether it is one recognized or approved prior to August 20, 1975, or a program subsequently approved, have not been complied with, or that such a program fails to provide adequate training for participants, a contractor will no longer be permitted to utilize trainees at less than the predetermined rate for the classification of work actually performed until an acceptable program is approved.

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Subpart B—Interpretation of the Fringe Benefits Provisions of the Davis-Bacon Act

SOURCE: 29 FR 13465, Sept. 30, 1964, unless otherwise noted.

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§5.20 Scope and significance of this subpart.

The 1964 amendments (Pub. L. 88-349) to the Davis-Bacon Act require, among other things, that the prevailing wage determined for Federal and federally-assisted construction include: (a) The basic hourly rate of pay; and (b) the amount contributed by the contractor or subcontractor for certain fringe benefits (or the cost to them of such benefits). The purpose of this subpart is to explain the provisions of these amendments. This subpart makes available in one place official interpretations of the fringe benefits provisions of the Davis-Bacon Act. These interpretations will guide the Department of Labor in carrying out its responsibilities under these provisions. These interpretations are intended also for the guidance of contractors, their associations, laborers and mechanics and their organizations, and local, State and Federal agencies, who may be concerned with these provisions of the law. The interpretations contained in this subpart are authoritative and may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 359). The omission to discuss a particular problem in this subpart or in interpretations supplementing it should not be taken to indicate the adoption of any position by the Secretary of Labor with respect to such problem or to constitute an administrative interpretation, practice, or enforcement policy. Questions on matters not fully covered by this subpart may be referred to the Secretary for interpretation as provided in §5.12.

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§5.21 [Reserved]

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§5.22 Effect of the Davis-Bacon fringe benefits provisions.

The Davis-Bacon Act and the prevailing wage provisions of the related statutes listed in §1.1 of this subtitle confer upon the Secretary of Labor the authority to predetermine, as minimum wages, those wage rates found to be prevailing for corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the area in which the work is to be performed. See paragraphs (a) and (b) of §1.2 of this subtitle. The fringe benefits amendments enlarge the scope of this authority by including certain bona fide fringe benefits within the meaning of the terms "wages", "scale of wages", "wage rates", "minimum wages" and "prevailing wages", as used in the Davis-Bacon Act.

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§5.23 The statutory provisions.

The fringe benefits provisions of the 1964 amendments to the Davis-Bacon Act are, in part, as follows:

(b) As used in this Act the term "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include—

(1) The basic hourly rate of pay; and

(2) The amount of—

(A) The rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected,

for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits * * *.

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§5.24 The basic hourly rate of pay.

“The basic hourly rate of pay” is that part of a laborer's or mechanic's wages which the Secretary of Labor would have found and included in wage determinations prior to the 1964 amendments. The Secretary of Labor is required to continue to make a separate finding of this portion of the wage. In general, this portion of the wage is the cash payment made directly to the laborer or mechanic. It does not include fringe benefits.

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§5.25 Rate of contribution or cost for fringe benefits.

(a) Under the amendments, the Secretary is obligated to make a separate finding of the rate of contribution or cost of fringe benefits. Only the amount of contributions or costs for fringe benefits which meet the requirements of the act will be considered by the Secretary. These requirements are discussed in this subpart.

(b) The rate of contribution or cost is ordinarily an hourly rate, and will be reflected in the wage determination as such. In some cases, however, the contribution or cost for certain fringe benefits may be expressed in a formula or method of payment other than an hourly rate. In such cases, the Secretary may in his discretion express in the wage determination the rate of contribution or cost used in the formula or method or may convert it to an hourly rate of pay whenever he finds that such action would facilitate the administration of the Act. See §5.5(a)(1)(i) and (iii).

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§5.26 “* * * contribution irrevocably made * * * to a trustee or to a third person”.

Under the fringe benefits provisions (section 1(b)(2) of the Act) the amount of contributions for fringe benefits must be made to a trustee or to a third person irrevocably. The “third person” must be one who is not affiliated with the contractor or subcontractor. The trustee must assume the usual fiduciary responsibilities imposed upon trustees by applicable law. The trust or fund must be set up in such a way that in no event will the contractor or subcontractor be able to recapture any of the contributions paid in or any way divert the funds to his own use or benefit. Although contributions made to a trustee or third person pursuant to a benefit plan must be irrevocably made, this does not prevent return to the contractor or subcontractor of sums which he had paid in excess of the contributions actually called for by the plan, as where such excess payments result from error or from the necessity of making payments to cover the estimated cost of contributions at a time when the exact amount of the necessary contributions under the plan is not yet ascertained. For example, a benefit plan may provide for definite insurance benefits for employees in the event of the happening of a specified contingency such as death, sickness, accident, etc., and may provide that the cost of such definite benefits, either in full or any balance in excess of specified employee contributions, will be borne by the contractor or subcontractor. In such a case the return by the insurance company to the contractor or subcontractor of sums paid by him in excess of the amount required to provide the benefits which, under the plan, are to be provided through contributions by the contractor or subcontractor, will not be deemed a recapture or diversion by the employer of contributions made pursuant to the plan. (See Report of the Senate Committee on Labor and Public Welfare, S. Rep. No. 963, 88th Cong., 2d Sess., p. 5.)

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§5.27 “* * * fund, plan, or program”.

The contributions for fringe benefits must be made pursuant to a fund, plan or program (sec. 1(b)(2)(A) of the act). The phrase “fund, plan, or program” is merely intended to recognize the various types of arrangements commonly used to provide fringe benefits through employer contributions. The phrase is identical with language contained in section 3(1) of the Welfare and Pension Plans Disclosure Act. In interpreting this phrase, the Secretary will be guided by the experience of the Department in administering the latter statute. (See Report of Senate Committee on Labor and Public Welfare, S. Rep. No. 963, 88th Cong., 2d Sess., p. 5.)

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§5.28 Unfunded plans.

(a) The costs to a contractor or subcontractor which may be reasonably anticipated in providing benefits of the types described in the act pursuant to an enforceable commitment to carry out a financially responsible plan or program, are considered fringe benefits within the meaning of the act (see 1(b)(2)(B) of the act). The legislative history suggests that these provisions were intended to permit the consideration of fringe benefits meeting, among others, these requirements and which are provided from the general assets of a contractor or subcontractor. (Report of the House Committee on Education and Labor, H. Rep. No. 308, 88th Cong., 1st Sess., p. 4.)

(b) No type of fringe benefit is eligible for consideration as a so-called unfunded plan unless:

- (1) It could be reasonably anticipated to provide benefits described in the act;
- (2) It represents a commitment that can be legally enforced;

(3) It is carried out under a financially responsible plan or program; and

(4) The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected. (See S. Rep. No. 963, p. 6.)

(c) It is in this manner that the act provides for the consideration of unfunded plans or programs in finding prevailing wages and in ascertaining compliance with the Act. At the same time, however, there is protection against the use of this provision as a means of avoiding the act's requirements. The words "reasonably anticipated" are intended to require that any unfunded plan or program be able to withstand a test which can perhaps be best described as one of actuarial soundness. Moreover, as in the case of other fringe benefits payable under the act, an unfunded plan or program must be "bona fide" and not a mere simulation or sham for avoiding compliance with the act. (See S. Rep. No. 963, p. 6.) The legislative history suggests that in order to insure against the possibility that these provisions might be used to avoid compliance with the act, the committee contemplates that the Secretary of Labor in carrying out his responsibilities under Reorganization Plan No. 14 of 1950, may direct a contractor or subcontractor to set aside in an account assets which, under sound actuarial principles, will be sufficient to meet the future obligation under the plan. The preservation of this account for the purpose intended would, of course, also be essential. (S. Rep. No. 963, p. 6.) This is implemented by the contractual provisions required by §5.5(a)(1)(iv).

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§5.29 Specific fringe benefits.

(a) The act lists all types of fringe benefits which the Congress considered to be common in the construction industry as a whole. These include the following: Medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, vacation and holiday pay, defrayment of costs of apprenticeship or other similar programs, or other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits.

(b) The legislative history indicates that it was not the intent of the Congress to impose specific standards relating to administration of fringe benefits. It was assumed that the majority of fringe benefits arrangements of this nature will be those which are administered in accordance with requirements of section 302(c)(5) of the National Labor Relations Act, as amended (S. Rep. No. 963, p. 5).

(c) The term "other bona fide fringe benefits" is the so-called "open end" provision. This was included so that new fringe benefits may be recognized by the Secretary as they become prevailing. It was pointed out that a particular fringe benefit need not be recognized beyond a particular area in order for the Secretary to find that it is prevailing in that area. (S. Rep. No. 963, p. 6).

(d) The legislative reports indicate that, to insure against considering and giving credit to any and all fringe benefits, some of which might be illusory or not genuine, the qualification was included that such fringe benefits must be "bona fide" (H. Rep. No. 308, p. 4; S. Rep. No. 963, p. 6). No difficulty is anticipated in determining whether a particular fringe benefit is "bona fide" in the ordinary case where the benefits are those common in the construction industry and which are established under a usual fund, plan, or program. This would be typically the case of those fringe benefits listed in paragraph (a) of this section which are funded under a trust or insurance program. Contractors may take credit for contributions made under such conventional plans without requesting the approval of the Secretary of Labor under §5.5(a)(1)(iv).

(e) Where the plan is not of the conventional type described in the preceding paragraph, it will be necessary for the Secretary to examine the facts and circumstances to determine whether they are "bona fide" in accordance with requirements of the act. This is particularly true with respect to unfunded plans. Contractors or subcontractors seeking credit under the act for costs incurred for such plans must request specific permission from the Secretary under §5.5(a)(1)(iv).

(f) The act excludes fringe benefits which a contractor or subcontractor is obligated to provide under other Federal, State, or local law. No credit may be taken under the act for the payments made for such benefits. For example, payment for workmen's compensation insurance under either a compulsory or elective State statute are not considered payments for fringe benefits under the Act. While each situation must be separately considered on its own merits, payments made for travel, subsistence or to industry promotion funds are not normally payments for fringe benefits under the Act. The omission in the Act of any express reference to these payments, which are common in the construction industry, suggests that these payments should not normally be regarded as bona fide fringe benefits under the Act.

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§5.30 Types of wage determinations.

(a) When fringe benefits are prevailing for various classes of laborers and mechanics in the area of proposed construction, such benefits are includable in any Davis-Bacon wage determination. Illustrations, contained in paragraph (c) of this section, demonstrate some of the different types of wage determinations which may be made in such cases.

(b) Wage determinations of the Secretary of Labor under the act do not include fringe benefits for various classes of laborers and mechanics whenever such benefits do not prevail in the area of proposed construction. When this occurs the wage

determination will contain only the basic hourly rates of pay, that is only the cash wages which are prevailing for the various classes of laborers and mechanics. An illustration of this situation is contained in paragraph (c) of this section.

(c) Illustrations:

Classes	Basic hourly rates	Fringe benefits payments				
		Health and welfare	Pensions	Vacations	Apprenticeship program	Others
Laborers	\$3.25					
Carpenters	4.00	\$0.15				
Painters	3.90	.15	\$0.10	\$0.20		
Electricians	4.85	.10	.15			
Plumbers	4.95	.15	.20			\$0.05
Ironworkers	4.60			.10		

(It should be noted this format is not necessarily in the exact form in which determinations will issue; it is for illustration only.)

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§5.31 Meeting wage determination obligations.

(a) A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge his minimum wage obligations for the payment of both straight time wages and fringe benefits by paying in cash, making payments or incurring costs for "bona fide" fringe benefits of the types listed in the applicable wage determination or otherwise found prevailing by the Secretary of Labor, or by a combination thereof.

(b) A contractor or subcontractor may discharge his obligations for the payment of the basic hourly rates and the fringe benefits where both are contained in a wage determination applicable to his laborers or mechanics in the following ways:

(1) By paying not less than the basic hourly rate to the laborers or mechanics and by making the contributions for the fringe benefits in the wage determinations, as specified therein. For example, in the illustration contained in paragraph (c) of §5.30, the obligations for "painters" will be met by the payment of a straight time hourly rate of not less than \$3.90 and by contributing not less than at the rate of 15 cents an hour for health and welfare benefits, 10 cents an hour for pensions, and 20 cents an hour for vacations; or

(2) By paying not less than the basic hourly rate to the laborers or mechanics and by making contributions for "bona fide" fringe benefits in a total amount not less than the total of the fringe benefits required by the wage determination. For example, the obligations for "painters" in the illustration in paragraph (c) of §5.30 will be met by the payment of a straight time hourly rate of not less than \$3.90 and by contributions of not less than a total of 45 cents an hour for "bona fide" fringe benefits; or

(3) By paying in cash directly to laborers or mechanics for the basic hourly rate and by making an additional cash payment in lieu of the required benefits. For example, where an employer does not make payments or incur costs for fringe benefits, he would meet his obligations for "painters" in the illustration in paragraph (c) of §5.30, by paying directly to the painters a straight time hourly rate of not less than \$4.35 (\$3.90 basic hourly rate plus 45 cents for fringe benefits); or

(4) As stated in paragraph (a) of this section, the contractor or subcontractor may discharge his minimum wage obligations for the payment of straight time wages and fringe benefits by a combination of the methods illustrated in paragraphs (b)(1) thru (3) of this section. Thus, for example, his obligations for "painters" may be met by an hourly rate, partly in cash and partly in payments or costs for fringe benefits which total not less than \$4.35 (\$3.90 basic hourly rate plus 45 cents for fringe benefits). The payments in such case may be \$4.10 in cash and 25 cents in payments or costs in fringe benefits. Or, they may be \$3.75 in cash and 60 cents in payments or costs for fringe benefits.

[30 FR 13136, Oct. 15, 1965]

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§5.32 Overtime payments.

(a) The act excludes amounts paid by a contractor or subcontractor for fringe benefits in the computation of overtime under the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, and the Walsh-Healey Public Contracts Act whenever the overtime provisions of any of these statutes apply concurrently with the Davis-Bacon Act or its related prevailing wage statutes. It is clear from the legislative history that in no event can the regular or basic rate upon which premium pay for overtime is calculated under the aforementioned Federal statutes be less than the amount determined by the Secretary of Labor as the basic hourly rate (i.e. cash rate) under section 1(b)(1) of the Davis-Bacon Act. (See S. Rep. No. 963, p. 7.) Contributions by employees are not excluded from the regular or basic rate upon which overtime is computed under these statutes; that is, an employee's regular or basic straight-time rate is computed on his earnings before any deductions are made for the employee's contributions to fringe benefits. The contractor's contributions or costs for fringe benefits may be excluded in computing such rate so long as the exclusions do not reduce the regular or basic rate below the basic hourly rate contained in the wage determination.

(b) The legislative report notes that the phrase “contributions irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program” was added to the bill in Committee. This language in essence conforms to the overtime provisions of section 7(d)(4) of the Fair Labor Standards Act, as amended. The intent of the committee was to prevent any avoidance of overtime requirements under existing law. See H. Rep. No. 308, p. 5.

(c)(1) The act permits a contractor or subcontractor to pay a cash equivalent of any fringe benefits found prevailing by the Secretary of Labor. Such a cash equivalent would also be excludable in computing the regular or basic rate under the Federal overtime laws mentioned in paragraph (a). For example, the W construction contractor pays his laborers or mechanics \$3.50 in cash under a wage determination of the Secretary of Labor which requires a basic hourly rate of \$3 and a fringe benefit contribution of 50 cents. The contractor pays the 50 cents in cash because he made no payments and incurred no costs for fringe benefits. Overtime compensation in this case would be computed on a regular or basic rate of \$3.00 an hour. However, in some cases a question of fact may be presented in ascertaining whether or not a cash payment made to laborers or mechanics is actually in lieu of a fringe benefit or is simply part of their straight time cash wage. In the latter situation, the cash payment is not excludable in computing overtime compensation. Consider the examples set forth in paragraphs (c)(2) and (3) of this section.

(2) The X construction contractor has for some time been paying \$3.25 an hour to a mechanic as his basic cash wage plus 50 cents an hour as a contribution to a welfare and pension plan. The Secretary of Labor determines that a basic hourly rate of \$3 an hour and a fringe benefit contribution of 50 cents are prevailing. The basic hourly rate or regular rate for overtime purposes would be \$3.25, the rate actually paid as a basic cash wage for the employee of X, rather than the \$3 rate determined as prevailing by the Secretary of Labor.

(3) Under the same prevailing wage determination, discussed in paragraph (c)(2) of this section, the Y construction contractor who has been paying \$3 an hour as his basic cash wage on which he has been computing overtime compensation reduces the cash wage to \$2.75 an hour but computes his costs of benefits under section 1(b)(2)(B) as \$1 an hour. In this example the regular or basic hourly rate would continue to be \$3 an hour. See S. Rep. No. 963, p. 7.

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[Need assistance?](#)

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other section 3 business concerns.

(b) *Eligibility for preference.* A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in §135.5.

(c) *Ability to complete contract.* A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (2 CFR 200.318(h).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

[59 FR 33880, June 30, 1994, as amended at 80 FR 75936, Dec. 7, 2015]

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§135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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Pt. 135

PART 135—ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

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Appendix to Part 135

Authority: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).

Source: 59 FR 33880, June 30, 1994, unless otherwise noted.

Effective Date Note:

At 59 FR 33880, June 30, 1994, part 135 was revised effective Aug. 1, 1994, through June 30, 1995. At 60 FR 28325, May 31, 1995, the effective period was extended until the final rule implementing changes made to section 3 of the Housing and Urban

Development Act of 1968 by the Housing and Community Development Act of 1992 is published and becomes effective.

Subpart A—General Provisions

§ 135.1 Purpose.

(a) *Section 3.* The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Part 135.* The purpose of this part is to establish the standards and procedures to be followed to ensure that the objectives of section 3 are met.

§ 135.2 Effective date of regulation.

The regulations of this part will remain in effect until the date the final rule adopting the regulations of this part with or without changes is published and becomes effective, at which point the final rule will remain in effect.

[60 FR 28326, May 31, 1995]

§ 135.3 Applicability.

(a) *Section 3 covered assistance.* Section 3 applies to the following HUD assistance (section 3 covered assistance):

(1) *Public and Indian housing assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising from the expenditure of the following public and Indian housing assistance:

- (i) Development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 (1937 Act);
- (ii) Operating assistance provided pursuant to section 9 of the 1937 Act; and
- (iii) Modernization assistance provided pursuant to section 14 of the 1937 Act;

(2) *Housing and community development assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including section 8 assistance, and including other housing assistance not administered by the Assistant Secretary of Housing) and community development assistance that is used for the following projects;

- (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
- (ii) Housing construction; and
- (iii) Other public construction.

(3) *Thresholds*—(i) *No thresholds for section 3 covered public and Indian housing assistance.* The requirements of this part apply to section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements of this part apply to all contractors and subcontractors performing work in connection with projects and activities funded by public and Indian housing assistance covered by section 3, regardless of the amount of the contract or subcontract.

(ii) *Thresholds for section 3 covered housing and community development assistance*—(A) *Recipient thresholds.* The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.

(B) *Contractor and subcontractor thresholds.* The requirements of this part apply to contractors and subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds \$200,000; and the contract or subcontract exceeds \$100,000.

(C) *Threshold met for recipients, but not contractors or subcontractors.* If a recipient receives section 3 covered housing or community development assistance in excess of \$200,000, but no contract exceeds \$100,000, the section 3 preference requirements only apply to the recipient.

(b) *Applicability of section 3 to entire project or activity funded with section 3 assistance.* The requirements of this part apply to the entire project or activity that is funded with section 3 covered assistance, regardless of whether the section 3 activity is fully or partially funded with section 3 covered assistance.

(c) *Applicability to Indian housing authorities and Indian tribes.* Indian housing authorities and tribes that receive HUD assistance described in paragraph (a) of this section shall comply with the procedures and requirements of this part to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). (See 24 CFR part 905.)

(d) *Other HUD assistance and other Federal assistance.* Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (a) of this section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low- and very low-income persons, or which employ low- and very low-income persons.

§ 135.5 Definitions.

The terms *Department*, *HUD*, *Indian housing authority (IHA)*, *Public housing agency (PHA)*, and *Secretary* are defined in 24 CFR part 5.

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IHA, that contains the terms and conditions under which HUD assists the PHA or the IHA in providing decent, safe, and sanitary housing for low income families. The ACC must be in a form prescribed by HUD under which HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the 1937 Act, and the PHA or IHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

Applicant means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Business concern that provides economic opportunities for low- and very low-income persons. See definition of "section 3 business concern" in this section.

Contract. See the definition of "section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

Employment opportunities generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in § 135.3(a)(1)). With respect to section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with section 3 covered projects (as described in § 135.3(a)(2)), including management and administrative jobs connected with the section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing authority (HA) means, collectively, public housing agency and Indian housing authority.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program

regulations codified in 24 CFR Chapter IX.

HUD Youthbuild programs mean programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Indian tribes shall have the meaning given this term in 24 CFR part 571.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)).

Low-income person. See the definition of “section 3 resident” in this section.

Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

Neighborhood area means:

(1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.

(2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204(c)(1).

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Nonmetropolitan county means any county outside of a metropolitan area.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for “section 3 covered projects,” as defined in this section.

Public housing resident has the meaning given this term in 24 CFR part 963.

Recipient means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies and does not include contractors.

Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means a business concern, as defined in this section—

(1) That is 51 percent or more owned by section 3 residents; or

(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or

(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 business concern.”

Section 3 clause means the contract provisions set forth in § 135.38.

Section 3 covered activity means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means: (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

(2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;

(3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;

(4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; or

(iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 joint venture. See § 135.40. Section 3 resident means: (1) A public housing resident; or

(2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:

(i) *A low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) *A very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Section 8 assistance means assistance provided under section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

Service area means the geographical area in which the persons benefitting from the section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.

Very low-income person. See the definition of "section 3 resident" in this section.

Youthbuild programs. See the definition of "HUD Youthbuild programs" in this section.

[59 FR 33880, June 30, 1994, as amended at 61 FR 5206, Feb. 9, 1996]

§ 135.7 Delegation of authority.

Except as may be otherwise provided in this part, the functions and responsibilities of the Secretary under section 3, and described in this part, are delegated to the Assistant Secretary for Fair Housing and Equal Opportunity. The Assistant Secretary is further authorized to redelegate functions and responsibilities to other employees of HUD; *provided however*, that the authority to issue rules and regulations under this part, which authority is delegated to the Assistant Secretary, may not be redelegated by the Assistant Secretary.

§ 135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.

(a) *Certification of compliance with part 135.* All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by section 3 shall include a provision in the NOFA that notifies applicants that section 3 and the regulations in part 135 are applicable to funding awards made under the NOFA. Additionally the NOFA shall require as an application submission requirement (which may be specified in the NOFA or application kit) a certification by the applicant that the applicant will comply with the regulations in part 135. (For PHAs, this requirement will be met where a PHA Resolution in Support of the Application is submitted.) With respect to application evaluation, HUD will accept an applicant's certification unless there is evidence substantially challenging the certification.

(b) *Statement of purpose in NOFAs.* (1) For competitively awarded assistance in which the grants are for activities administered by an HA, and those activities are anticipated to generate significant training, employment or contracting opportunities, the NOFA must include a statement that one of the purposes of the assistance is to give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(2) For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed \$200,000, the NOFA must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(c) *Section 3 as NOFA evaluation criteria.* Where not otherwise precluded by statute, in the evaluation of applications for the award of assistance, consideration shall be given to the extent to which an applicant has demonstrated that it will train and employ section 3 residents and contract with section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to be utilized, and the rating points to be assigned, will be specified in the NOFA.

§ 135.11 Other laws governing training, employment, and contracting.

Other laws and requirements that are applicable or may be applicable to the economic opportunities generated from the expenditure of section 3 covered assistance include, but are not necessarily limited to those listed in this section.

(a) *Procurement standards for States and local governments 2 CFR part 200, subpart D—(1) General.* Nothing in this part 135 prescribes specific methods of procurement. However, neither section 3 nor the requirements of this part 135 supersede the general requirement of 2 CFR 200.319 that all procurement transactions be conducted in a competitive manner. Consistent with 2 CFR 200.319, section 3 is a Federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals.

(2) *Flexible Subsidy Program.* Multifamily project mortgagors in the Flexible Subsidy Program are not required to utilize the methods of procurement in 2 CFR 200.320, and are not permitted to utilize methods of procurement that would result in their award of a contract to a business concern that submits a bid higher than the lowest responsive bid. A multifamily project mortgagor, however, must ensure that, to the greatest extent feasible, the procurement practices it selects provide preference to section 3 business concerns.

(b) *Procurement standards for other recipients (2 CFR part 200, subpart D).* Nothing in this part prescribes specific methods of procurement for grants and other agreements with institutions of higher education, hospitals, and other nonprofit organizations. Consistent with the requirements set forth in 2 CFR part 200, subpart D, section 3 is a Federal statute that expressly encourages a geographic preference in the evaluation of bids or proposals.

(c) *Federal labor standards provisions.* Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a—276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to

HUD-determined prevailing wage rates, HUD policies and guidelines. These requirements include adherence to the wage rates and ratios of apprentices or trainees to journeymen set out in “approved apprenticeship and training programs,” as described in paragraph (d) of this section.

(d) *Approved apprenticeship and trainee programs.* Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

(e) *Compliance with Executive Order 11246.* Certain contractors covered by this part are subject to compliance with Executive Order 11246, as amended by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

[59 FR 33880, June 30, 1994, as amended at 80 FR 75935, Dec. 7, 2015]

Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

§ 135.30 Numerical goals for meeting the greatest extent feasible requirement.

(a) *General.* (1) Recipients and covered contractors may demonstrate compliance with the “greatest extent feasible” requirement of section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(2) The goals established in this section apply to the entire amount of section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY), commencing with the first FY following the effective date of this rule.

(3) For recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring, and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(4) The numerical goals established in this section represent minimum numerical targets.

(b) *Training and employment.* The numerical goals set forth in paragraph (b) of this section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels.

(1) *Numerical goals for section 3 covered public and Indian housing programs.* Recipients of section 3 covered public and Indian housing assistance (as described in § 135.5) and their contractors and subcontractors may demonstrate compliance with this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one period beginning in FY 1996;

(iii) 30 percent of the aggregate number of new hires for one year period beginning in FY 1997 and continuing thereafter.

(2) *Numerical goals for other HUD programs covered by section 3.* (i) Recipients of section 3 covered housing assistance provided under other HUD programs, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with this part by committing to employ section 3 residents as 10 percent of the aggregate number of new hires for each year over the duration of the section 3 project;

(ii) Where a managing general partner or management agent is affiliated, in a given metropolitan area, with recipients of section 3 covered housing assistance, for an aggregate of 500 or more units in any fiscal year, the managing partner or management agent may demonstrate compliance with this part by committing to employ section 3 residents as:

(A) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(B) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(C) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997, and continuing thereafter.

(3) Recipients of section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;
- (ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996; and
- (iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

(c) *Contracts*. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

- (1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

(d) *Safe harbor and compliance determinations*. (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the section 3 preference requirements.

(2) In evaluating compliance under subpart D of this part, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in § 135.40, which were provided in its efforts to comply with section 3 and the requirements of this part.

§ 135.32 Responsibilities of the recipient.

Each recipient has the responsibility to comply with section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

- (a) Implementing procedures designed to notify section 3 residents about training and employment opportunities generated by section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;
- (b) Notifying potential contractors for section 3 covered projects of the requirements of this part, and incorporating the section 3 clause set forth in § 135.38 in all solicitations and contracts.
- (c) Facilitating the training and employment of section 3 residents and the award of contracts to section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in § 135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of section 3 residents and contract award to section 3 business concerns that exceed those specified in § 135.30;
- (d) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135.
- (e) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.
- (f) A State or county which distributes funds for section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in 135.30 regardless of the number of local governments receiving funds from the section 3 covered assistance which meet the thresholds for applicability set forth at 135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in

meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

§ 135.34 Preference for section 3 residents in training and employment opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

(iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

(iv) Other section 3 residents.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and

(ii) Participants in HUD Youthbuild programs (category 2 residents).

(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority;

(iv) Other section 3 residents.

(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the section 3 covered assistance within the service area or neighborhood where the section 3 covered project is located.

(4) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the section 3 covered project is located.

(b) *Eligibility for preference.* A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a section 3 resident, as defined in § 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

§ 135.36 Preference for section 3 business concerns in contracting opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:

(i) Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);

(ii) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time,

permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other section 3 business concerns.

(b) *Eligibility for preference.* A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in § 135.5.

(c) *Ability to complete contract.* A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (2 CFR 200.318(h).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

[59 FR 33880, June 30, 1994, as amended at 80 FR 75936, Dec. 7, 2015]

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701U (SECTION 3). THE PURPOSE OF SECTION 3 IS TO ENSURE THAT EMPLOYMENT AND OTHER ECONOMIC OPPORTUNITIES GENERATED BY HUD ASSISTANCE OR HUD-ASSISTED PROJECTS COVERED BY SECTION 3, SHALL, TO THE GREATEST EXTENT FEASIBLE, BE DIRECTED TO LOW- AND VERY LOW-INCOME PERSONS, PARTICULARLY PERSONS WHO ARE RECIPIENTS OF HUD ASSISTANCE FOR HOUSING.

B. THE PARTIES TO THIS CONTRACT AGREE TO COMPLY WITH HUD'S REGULATIONS IN 24 CFR PART 135, WHICH IMPLEMENT SECTION 3. AS EVIDENCED BY THEIR EXECUTION OF THIS CONTRACT, THE PARTIES TO THIS CONTRACT CERTIFY THAT THEY ARE UNDER NO CONTRACTUAL OR OTHER IMPEDIMENT THAT WOULD PREVENT THEM FROM COMPLYING WITH THE PART 135 REGULATIONS.

C. THE CONTRACTOR AGREES TO SEND TO EACH LABOR ORGANIZATION OR REPRESENTATIVE OF WORKERS WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER UNDERSTANDING, IF ANY, A NOTICE ADVISING THE LABOR ORGANIZATION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION 3 CLAUSE, AND WILL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AT THE WORK SITE WHERE BOTH EMPLOYEES AND APPLICANTS FOR TRAINING AND EMPLOYMENT POSITIONS CAN SEE THE NOTICE. THE NOTICE SHALL DESCRIBE THE SECTION 3 PREFERENCE, SHALL SET FORTH MINIMUM NUMBER AND JOB TITLES SUBJECT TO HIRE, AVAILABILITY OF APPRENTICESHIP AND TRAINING POSITIONS, THE QUALIFICATIONS FOR EACH; AND THE NAME AND LOCATION OF THE PERSON(S) TAKING APPLICATIONS FOR EACH OF THE POSITIONS; AND THE ANTICIPATED DATE THE WORK SHALL BEGIN.

D. THE CONTRACTOR AGREES TO INCLUDE THIS SECTION 3 CLAUSE IN EVERY SUBCONTRACT SUBJECT TO COMPLIANCE WITH REGULATIONS IN 24 CFR PART 135, AND AGREES TO TAKE APPROPRIATE ACTION, AS PROVIDED IN AN APPLICABLE PROVISION OF THE SUBCONTRACT OR IN THIS SECTION 3 CLAUSE, UPON A FINDING THAT THE SUBCONTRACTOR IS IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 135. THE CONTRACTOR WILL NOT SUBCONTRACT WITH ANY SUBCONTRACTOR WHERE THE CONTRACTOR HAS NOTICE OR KNOWLEDGE THAT THE SUBCONTRACTOR HAS BEEN FOUND IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 135.

E. THE CONTRACTOR WILL CERTIFY THAT ANY VACANT EMPLOYMENT POSITIONS, INCLUDING TRAINING POSITIONS, THAT ARE FILLED (1) AFTER THE CONTRACTOR IS SELECTED BUT BEFORE THE CONTRACT IS EXECUTED, AND (2) WITH PERSONS OTHER THAN THOSE TO WHOM THE REGULATIONS OF 24 CFR PART 135 REQUIRE EMPLOYMENT OPPORTUNITIES TO BE DIRECTED, WERE NOT FILLED TO CIRCUMVENT THE CONTRACTOR'S OBLIGATIONS UNDER 24 CFR PART 135.

F. NONCOMPLIANCE WITH HUD'S REGULATIONS IN 24 CFR PART 135 MAY RESULT IN SANCTIONS, TERMINATION OF THIS CONTRACT FOR DEFAULT, AND DEBARMENT OR SUSPENSION FROM FUTURE HUD ASSISTED CONTRACTS.

G. WITH RESPECT TO WORK PERFORMED IN CONNECTION WITH SECTION 3 COVERED INDIAN HOUSING ASSISTANCE, SECTION 7(B) OF THE INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE ACT (25 U.S.C. 450E) ALSO APPLIES TO THE WORK TO BE PERFORMED UNDER THIS CONTRACT. SECTION 7(B) REQUIRES THAT TO THE GREATEST EXTENT FEASIBLE (I) PREFERENCE AND OPPORTUNITIES FOR TRAINING AND EMPLOYMENT SHALL BE GIVEN TO INDIANS, AND (II) PREFERENCE IN THE AWARD OF CONTRACTS AND SUBCONTRACTS SHALL BE GIVEN TO INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES. PARTIES TO THIS CONTRACT THAT ARE SUBJECT TO THE PROVISIONS OF SECTION 3 AND SECTION 7(B) AGREE TO COMPLY WITH SECTION 3 TO THE MAXIMUM EXTENT FEASIBLE, BUT NOT IN DEROGATION OF COMPLIANCE WITH SECTION 7(B).

§ 135.40 Providing other economic opportunities.

(a) *General.* In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.

(b) *Other training and employment related opportunities.* Other economic opportunities to train and employ section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring section 3 residents in management and maintenance positions within other housing developments; and hiring section 3 residents in part-time positions.

(c) *Other business related economic opportunities.* (1) A recipient or contractor may provide economic opportunities to establish, stabilize or expand section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

(2) A *section 3 joint venture* means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

(i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Subpart C [Reserved]

Subpart D—Complaint and Compliance Review

§ 135.70 General.

(a) *Purpose.* The purpose of this subpart is to establish the procedures for handling complaints alleging noncompliance with the regulations of this part, and the procedures governing the Assistant Secretary's review of a recipient's or contractor's compliance with the regulations in this part.

(b) *Definitions.* For purposes of this subpart:

(1) *Complaint* means an allegation of noncompliance with regulations of this part made in the form described in § 135.76(d).

(2) *Complainant* means the party which files a complaint with the Assistant Secretary alleging that a recipient or contractor has failed or refused to comply with the regulations in this part.

(3) *Noncompliance with section 3* means failure by a recipient or contractor to comply with the requirements of this part.

(4) *Respondent* means the recipient or contractor against which a complaint of noncompliance has been filed. The term "recipient" shall have the meaning set forth in § 135.7, which includes PHA and IHA.

§ 135.72 Cooperation in achieving compliance.

(a) The Assistant Secretary recognizes that the success of ensuring that section 3 residents and section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of HUD recipients and their contractors and subcontractors. All recipients shall cooperate fully and promptly with the Assistant Secretary in section 3 compliance reviews, in investigations of allegations of noncompliance made under § 135.76, and with the distribution and collection of data and information that the Assistant Secretary may require in connection with achieving the economic objectives of section 3.

(b) The recipient shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the regulations in this part. The provisions of 2 CFR part 2424 apply to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or otherwise ineligible status.

[59 FR 33880, June 30, 1994, as amended at 72 FR 73493, Dec. 27, 2007]

§ 135.74 Section 3 compliance review procedures.

(a) *Compliance reviews by Assistant Secretary.* The Assistant Secretary shall periodically conduct section 3 compliance reviews of selected recipients and contractors to determine whether these recipients are in compliance with the regulations in this part.

(b) *Form of compliance review.* A section 3 compliance review shall consist of a comprehensive analysis and evaluation of the recipient's or contractor's compliance with the requirements and obligations imposed by the regulations of this part, including an analysis of the extent to which section 3 residents have been hired and section 3 business concerns have been awarded contracts as a result of the methods undertaken by the recipient to achieve the employment, contracting and other economic objectives of section 3.

(c) *Where compliance review reveals noncompliance with section 3 by recipient or contractor.* Where the section 3 compliance review reveals that a recipient or contractor has not complied with section 3, the Assistant Secretary shall notify the recipient or contractor of its specific deficiencies in compliance with the regulations of this part, and shall advise the recipient or contractor of the means by which these deficiencies may be corrected. HUD shall conduct a follow-up review with the recipient or contractor to ensure that action is being taken to correct the deficiencies.

(d) *Continuing noncompliance by recipient or contractor.* A continuing failure or refusal by the recipient or contractor to comply with the regulations in this part may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the regulations governing the HUD program under which HUD financial assistance is provided. HUD will notify the recipient of any continuing failure or refusal by the contractor to comply with the regulations in this part for possible action under any procurement contract between the recipient and the contractor. Where appropriate, debarment, suspension, and limited denial of participation may be applied to the recipient or the contractor, pursuant to HUD's regulations at 2 CFR part 2424.

(e) *Conducting compliance review before the award of assistance.* Section 3 compliance reviews may be conducted before the award of contracts, and especially where the Assistant Secretary has reasonable grounds to believe that the recipient or contractor will be unable or unwilling to comply with the regulations in this part.

(f) *Consideration of complaints during compliance review.* Complaints alleging noncompliance with section 3, as provided in § 135.76, may also be considered during any compliance review conducted to determine the recipient's conformance with regulations in this part.

[59 FR 33880, June 30, 1994, as amended at 72 FR 73493, Dec. 27, 2007]

§ 135.76 Filing and processing complaints.

(a) *Who may file a complaint.* The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

(1) Any section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more section 3 residents;

(2) Any section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of section 3 covered assistance from a recipient or contractor, or by an individual representative of section 3 business concerns.

(b) *Where to file a complaint.* A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, DC, 20410.

(c) *Time of filing.* (1) A complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

(2) Where a complaint alleges noncompliance with section 3 and the regulations of this part that is continuing, as manifested in a number of incidents of noncompliance, the complaint will be timely if filed within 180 days of the last alleged occurrence of noncompliance.

(3) Where a complaint contains incomplete information, the Assistant Secretary shall request the needed information from the complainant. In the event this information is not furnished to the Assistant Secretary within sixty (60) days of the date of the request, the complaint may be closed.

(d) *Contents of complaint*—(1) *Written complaints.* Each complaint must be in writing, signed by the complainant, and include:

(i) The complainant's name and address;

(ii) The name and address of the respondent;

(iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

(iv) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.

(2) *Amendment of complaint.* Complaints may be reasonably and fairly amended at any time. Such amendments may include, but are not limited to, amendments to cure, technical defects or omissions, including failure to sign or affirm a complaint, to clarify or amplify the allegations in a complaint, or to join additional or substitute respondents. Except for the purposes of notifying respondents, amended complaints will be considered as having been made as of the original filing date.

(e) *Resolution of complaint by recipient.* (1) Within ten (10) days of timely filing of a complaint that contains complete information (in accordance with paragraphs (c) and (d) of this section), the Assistant Secretary shall determine whether the complainant alleges an action or omission by a recipient or the recipient's contractor that if proven qualifies as noncompliance with section 3. If a determination is made that there is an allegation of noncompliance with section 3, the complaint shall be sent to the recipient for resolution.

(2) If the recipient believes that the complaint lacks merit, the recipient must notify the Assistant Secretary in writing of this recommendation with supporting reasons, within 30 days of the date of receipt of the complaint. The determination that a complaint lacks merit is reserved to the Assistant Secretary.

(3) If the recipient determines that there is merit to the complaint, the recipient will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the 60-day period, the recipient must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both the recipient and the complainant, and must summarize the terms of the resolution reached between the two parties.

(4) Any request for an extension of the 60-day period by the recipient must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension.

(5) If the recipient is unable to resolve the complaint within the 60-day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling.

(f) *Informal resolution of complaint by Assistant Secretary*—(1) *Dismissal of complaint.* Upon receipt of the recipient's written recommendation that there is no merit to the complaint, or upon failure of the recipient and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine whether it presents a valid allegation of noncompliance with section 3. The Assistant Secretary may conduct further investigation if deemed necessary. Where the complaint fails to present a valid allegation of noncompliance with section 3, the Assistant Secretary will dismiss the complaint without further action. The Assistant Secretary shall notify the complainant of the dismissal of the complaint and the reasons for the dismissal.

(2) *Informal resolution.* Where the allegations in a complaint on their face, or as amplified by the statements of the complainant, present a valid allegation of noncompliance with section 3, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the section 3 covered assistance was provided.

(3) *Effective date of informal resolution.* The imposed resolution will become effective and binding at the expiration of 15 days following notification to recipient and complainant by certified mail of the imposed resolution, unless either party appeals the resolution before the expiration of the 15 days. Any appeal shall be in writing to the Secretary and shall include the basis for the appeal.

(g) *Sanctions.* Sanctions that may be imposed on recipients that fail to comply with the regulations of this part include debarment, suspension and limited denial of participation in HUD programs.

(h) *Investigation of complaint.* The Assistant Secretary reserves the right to investigate a complaint directly when, in the Assistant Secretary's discretion, the investigation would further the purposes of section 3 and this part.

(i) *Intimidatory or retaliatory acts prohibited.* No recipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this part. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(j) *Judicial relief.* Nothing in this subpart D precludes a section 3 resident or section 3 business concerning from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

(Approved by the Office of Management and Budget under control number 2529-0043)

Subpart E—Reporting and Recordkeeping

§ 135.90 Reporting.

Each recipient which receives directly from HUD financial assistance that is subject to the requirements of this part shall submit to the Assistant Secretary an annual report in such form and with such information as the Assistant Secretary may request, for the purpose of determining the effectiveness of section 3. Where the program providing the section 3 covered assistance requires submission of an annual performance report, the section 3 report will be submitted with that annual performance report. If the program providing the section 3 covered assistance does not require an annual performance report, the section 3 report is to be submitted by January 10 of each year or within 10 days of project completion, whichever is earlier. All reports submitted to HUD in accordance with the requirements of this part will be made available to the public.

(Approved by the Office of Management and Budget under control number 2529-0043)

§ 135.92 Recordkeeping and access to records.

HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3 covered assistance is provided or otherwise made available to the recipient or contractor.

Pt. 135, App.

Appendix to Part 135

I. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents

- (1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

- (4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.
- (5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- (6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- (8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- (11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- (12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
- (13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.
- (15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and § 905.201(a)(6).)
- (16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and related programs in association with local educational institutions.
- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- (19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

- (1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
- (2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- (3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.
- (4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
- (5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- (6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.
- (7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- (8) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- (10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- (11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.
- (12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
- (13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- (14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (15) Developing a list of eligible section 3 business concerns.
- (16) For HAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.
- (17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- (18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
- (19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- (20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- (21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the “contracting party”) for implementing the section 3 contracting preference for each of the competitive procurement methods authorized in 2 CFR 200.320.

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

	x = lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.

At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000.
\$7 million or more	11/2% of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (2 CFR 200.320), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

[59 FR 33880, June 30, 1994, as amended at 80 FR 75936, Dec. 7, 2015]

EXHIBIT E
TO
INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

[Licenses; DBE/WBE Status]

See following page.

LICENSES; DBE/WBE STATUS

INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

Attach a copy of your Contractor's License to your bid submittal.

Attach a copy of your Business License to your bid submittal.

* Business License must be a current Arizona Transaction Privilege (Sales) Tax License reflecting City as a reporting jurisdiction or current City Business License.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.

EXHIBIT F
TO
INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

[References]

See following page(s).

REFERENCES

INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references will result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Date of Contract _____
Date of Contract _____
Final Project Cost: _____
Project Description: _____

2. Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Date of Contract _____
Date of Contract _____
Final Project Cost: _____
Project Description: _____

3. Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Date of Contract _____
Date of Contract _____
Final Project Cost: _____
Project Description: _____

EXHIBIT G
TO
INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

[Bid Bond]

See following page.

BID BOND

INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Avondale, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount, _____ (Dollars) (\$ _____) lawful money of the United States of America, to be paid to the order of the City of Avondale, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents and in conformance with A.R.S. Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for: _____.

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a Contract with the Obligee in accordance with the terms of the proposal and gives the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into the Contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the Bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

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

Witness our hands this _____ day of _____ 20_____.

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record

EXHIBIT H
TO
INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

[Key Personnel/Subcontractor Listing]

See following page.

KEY PERSONNEL/SUBCONTRACTOR LISTING

INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

Key Personnel and Subcontractors listed herein shall be utilized on this Project.

Category:

Personnel/ Subcontractor Name, Contact Information:

EXHIBIT I
TO
INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

[Performance Bond]

See following page.

PERFORMANCE BOND

Façade Improvement Projects Western Avenue and MC 85

KNOW ALL PERSONS BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20____, for the material, service or construction described as _____ 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 the Principal faithfully performs and fulfills all of 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 to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of 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 this 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 extent as if it were copied at length in this agreement.

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

Witness our hands this _____ day of _____ 20____.

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record

EXHIBIT J
TO
INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

[Payment Bond]

See following page.

PAYMENT BOND

Façade Improvement Projects Western Avenue and MC 85

KNOW ALL PERSONS BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20____, for the material, service or construction described as _____ 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 the 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 obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this 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, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

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

Witness our hands this _____ day of _____, 20____.

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record

EXHIBIT K
TO
INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

[Acknowledgments of Addenda received]

See following page(s).

EXHIBIT L
TO
INVITATION FOR BIDS NO. NFS 20-030
Façade Improvement Projects Western Avenue and MC 85

[United States Environmental Protection Agency Small Entity Compliance Guide to Renovate Right;
EPA's Lead-Based Paint Renovation, Repair, and Painting Program]

See following page(s).



Small Entity Compliance Guide to Renovate Right EPA's Lead-Based Paint Renovation, Repair, and Painting Program

A handbook for contractors,
property managers and
maintenance personnel
working in homes and
child-occupied facilities
built before 1978.



Who Should Read this Handbook?

- Anyone who owns or manages housing or child-occupied facilities built before 1978.
- Contractors who perform activities that disturb painted surfaces in homes and child-occupied facilities built before 1978 (including certain repairs and maintenance, and painting preparation activities).

About this Handbook

This handbook summarizes requirements of EPA's 2008 Lead-Based Paint Renovation, Repair and Painting Program Rule (as amended in 2010 and 2011), aimed at protecting against lead-based paint hazards associated with renovation, repair and painting activities. The rule requires workers to be trained to use lead-safe work practices and requires renovation firms to be EPA-certified; these requirements became fully effective April 22, 2010.

To ensure compliance, you should also read the complete rule on which the program is based. While EPA has summarized the provisions of the rule in this guide, the legal requirements that apply to renovation work are governed by EPA's 2008 Lead Rule. A copy of the rule is available on EPA's website at

www.epa.gov/lead/pubs/renovation.htm.

A companion pamphlet, entitled *The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools* (EPA-740-K-10-001), has been prepared in conjunction with the rule for distribution to persons affected by work that disturbs lead-based paint. (See page 17 for information on how to get copies of the rule, the *Renovate Right* pamphlet, and other related materials.)

Other state or local requirements that are different from or more stringent than the federal requirements may apply in your state. For example, federal law allows EPA to authorize states to administer their own program in lieu of the federal lead program. Even in states without an authorized lead program, a state may promulgate its own rules that may be different or go beyond the federal requirements. For more information on the rules that apply in your state, please contact the National Lead Information Center at 1-800-424-LEAD (5323).

Your feedback is important. Please review this guide and contact the National Lead Information Center at 1-800-424-LEAD (5323) with any comments regarding its usefulness and readability, and improvements you think are needed.

This document is published by the Environmental Protection Agency (EPA) as the official compliance guide for small entities, as required by the Small Business Regulatory Enforcement Fairness Act of 1996 (SBREFA). Before you begin using the guide, you should know that the information in this guide was originally published in June 2008, and was revised in July 2010 and September 2011 to address regulatory revisions. EPA is continually improving and upgrading its rules, policies, compliance programs, and outreach efforts. To find out if EPA has revised or supplemented the information in this guide call the National Lead Information Center at 1-800-424-LEAD (5323).

What Is the Lead-Based Paint Renovation, Repair and Painting Program (RRP)?

- The Lead-Based Paint Renovation, Repair and Painting Program is a federal regulatory program affecting contractors, property managers, and others who disturb painted surfaces.
- It applies to residential houses, apartments, and child-occupied facilities such as schools and day-care centers built before 1978.
- It includes pre-renovation education requirements as well as training, certification, and work practice requirements.
 - Pre-renovation education requirements:
 - Contractors, property managers, and others who perform renovations for compensation in residential houses, apartments, and child-occupied facilities built before 1978 are required to distribute a lead pamphlet before starting renovation work.
 - Training, certification, and work practice requirements:
 - Firms are required to be certified, their employees must be trained (either as a certified renovator or on-the-job by a certified renovator) in use of lead-safe work practices, and lead-safe work practices that minimize occupants' exposure to lead hazards must be followed.
 - Renovation is broadly defined as any activity that disturbs painted surfaces and includes most repair, remodeling, and maintenance activities, including window replacement.
 - The program includes requirements implementing both Section 402(c) and 406(b) of the Toxic Substances Control Act (TSCA). (www.epa.gov/lead/pubs/titleten.html)
 - EPA's lead renovation regulations can be found at 40 CFR Part 745, Subpart E.

How Can this Handbook Help Me?

- Understanding the lead program's requirements can help you protect your customers from the hazards of lead and can, therefore, mean more business for you.
- This handbook presents simple steps to follow to comply with the EPA's lead program. It also lists ways these steps can be easily incorporated into your work.
- Distributing the lead pamphlet and incorporating required work practices into your job site will help protect your customers and occupants from the hazards of lead-based paint.

Who Must Follow the Renovation, Repair and Painting Rule's Requirements?

In general, anyone who is paid to perform work that disturbs paint in housing and child-occupied facilities built before 1978, this may include, but is not limited to:

- Residential rental property owners/managers
- General contractors
- Special trade contractors, including
 - Painters
 - Plumbers
 - Carpenters
 - Electricians



What Activities Are Subject to the Lead Renovation, Repair and Painting Program?

In general, any activity that disturbs paint in pre-1978 housing and child-occupied facilities, including:

- Remodeling and repair/maintenance
- Electrical work
- Plumbing
- Painting preparation
- Carpentry
- Window replacement



What Housing or Activities Are Excluded and Not Subject to the Rule?

- Housing built in 1978 or later.
- Housing for elderly or disabled persons, unless children under 6 reside or are expected to reside there.
- Zero-bedroom dwellings (studio apartments, dormitories, etc.).
- Housing or components that have been declared lead-free. Such a declaration can be made by a certified inspector or risk assessor. Also, a certified renovator may declare specific components lead-free using an EPA recognized test kit or by collecting paint chip samples and obtaining test results from an EPA recognized laboratory showing the components do not contain lead-based paint.
- Minor repair and maintenance activities that disturb 6 square feet or less of paint per room inside, or 20 square feet or less on the exterior of a home or building.
 - Note: minor repair and maintenance activities do not include window replacement and projects involving demolition or prohibited practices.

What Does the Program Require Me To Do?

Pre-renovation education requirements.

- In housing built before 1978, you must:
 - Distribute EPA's lead pamphlet (www.epa.gov/lead/pubs/brochure.htm) to the owner and occupants before renovation starts.
- In a child-occupied facility, you must:
 - Distribute the lead pamphlet to the owner of the building or an adult representative of the child-occupied facility before the renovation starts.
 - Either distribute renovation notices to parents/guardians of the children attending the child-occupied facility, or post informational signs about the renovation or repair job.
- For work in common areas of multi-family housing, you must:
 - Either distribute renovation notices to tenants or post informational signs about the renovation or repair job.
- Informational signs must:
 - Be posted where they will be seen;
 - Describe the nature, locations, and dates of the renovation; and
 - Be accompanied by the lead pamphlet or by information on how parents and guardians can get a free copy (see page 29 for information on obtaining copies).
- Obtain confirmation of receipt of the lead pamphlet (see page 23) from the owner, adult representative, or occupants (as applicable), or a certificate of mailing from the post office.
- Retain records for three years.
- *Note:* Pre-renovation education requirements do not apply to emergency renovations. Emergency renovations include interim controls performed in response to a resident child with an elevated blood-lead level.

Training, Certification, and Work Practice Requirements.

- All firms must be certified (even sole-proprietors).
- All renovators must be trained.
- Lead-safe work practices must be followed. Examples of these practices include:
 - Work-area containment to prevent dust and debris from leaving the work area.
 - Prohibition of certain work practices like open-flame burning and the use of power tools without HEPA exhaust control.
 - Thorough clean up followed by a verification procedure to minimize exposure to lead-based paint hazards.

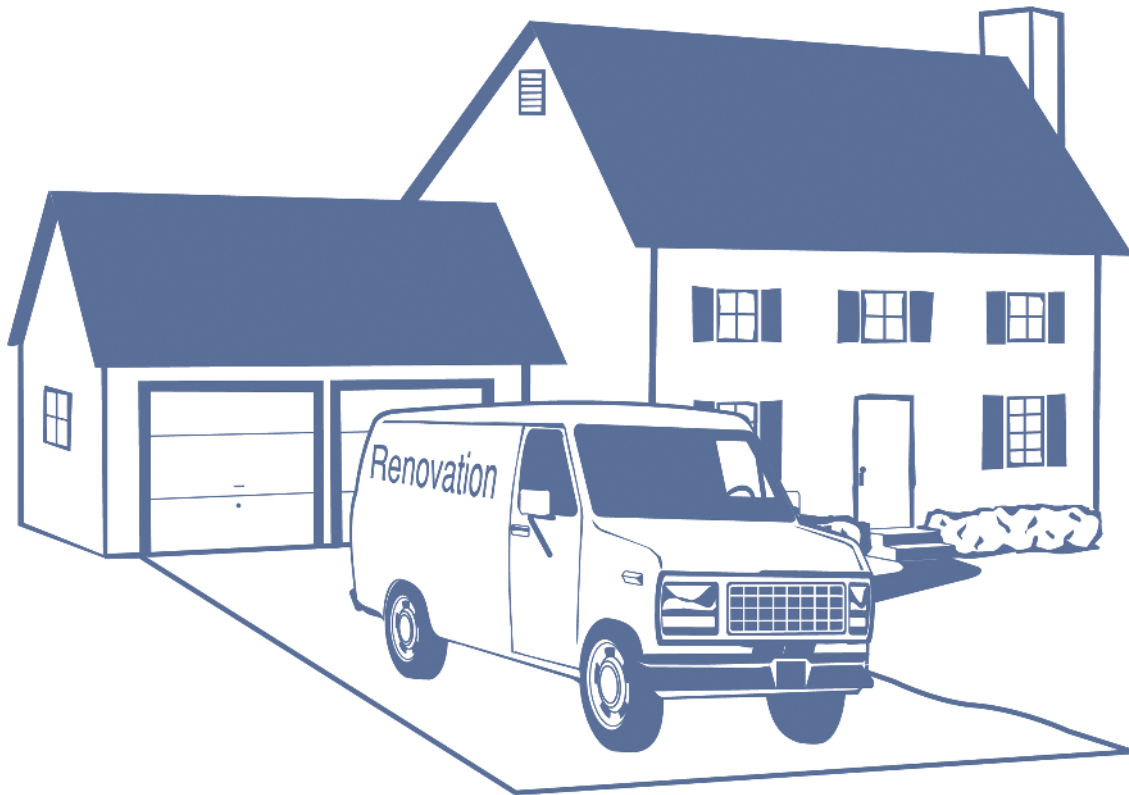
How Does a Firm Become Certified?

Firms must apply to EPA for certification to perform renovations or dust sampling. To apply, a firm must submit to EPA a completed “Application for Firms,” signed by an authorized agent of the firm, and pay the correct amount of fees. To obtain a copy of the “Application for Firms” contact the NLIC at 1-800-424-LEAD (5323) or visit www.epa.gov/getleadsafe.

What Are the Responsibilities of a Certified Firm?

Firms performing renovations must ensure that:

1. All individuals performing activities that disturb painted surfaces on behalf of the firm are either certified renovators or have been trained by a certified renovator.
2. A certified renovator is assigned to each renovation and performs all of the certified renovator responsibilities.
3. All renovations performed by the firm are performed in accordance with the work practice standards of the Lead-Based Paint Renovation, Repair, and Painting Program (see the flowchart on page 9 for details about the work practice standards).
4. Pre-renovation education and lead pamphlet distribution requirements of the Lead-Based Paint Renovation, Repair, and Painting Program are performed.
5. The program’s recordkeeping requirements are met.



How Does a Renovator Become Certified?

To become a certified renovator an individual must successfully complete an eight-hour initial renovator training course offered by an accredited training provider (training providers are accredited by EPA, or by an authorized state or tribal program). The course completion certificate serves as proof of certification. To find a trainer in your area contact the NLIC at 1-800-424-LEAD (5323) or visit www.epa.gov/getleadsafe.

Are There Streamlined Requirements for Contractors with Previous Lead Training?

Yes. Individuals who have successfully completed an accredited lead abatement worker or supervisor course, or individuals who have successfully completed certain EPA, Department of Housing and Urban Development (HUD), or EPA/HUD model renovation training courses before October 4, 2011, need only take a four-hour refresher renovator training course instead of the eight-hour initial renovator training course to become certified. For a list of qualified previous training courses contact the NLIC at 1-800-424-LEAD (5323) or visit www.epa.gov/lead/pubs/trainerinstructions.htm#refresher.

What Are the Responsibilities of a Certified Renovator?

Certified renovators are responsible for ensuring overall compliance with the Lead-Based Paint Renovation, Repair, and Painting Program's requirements for lead-safe work practices at renovations they are assigned (see the flowchart on page 9 for details about the work practice standards). A certified renovator:

1. Must provide on-the-job training to other workers (who have not taken the certified renovator training course) on the lead safe work practices to be used in performing their assigned tasks.
2. Must be physically present at the work site when warning signs are posted, while the work-area containment is being established, and while the work-area cleaning is performed.
3. Must regularly direct work being performed by other individuals to ensure that the work practices are being followed, including maintaining the integrity of the containment barriers and ensuring that dust or debris does not spread beyond the work area.
4. When requested by the party contracting for renovation services, must use an EPA recognized test kit or must collect paint chip samples, submit them to an EPA-recognized laboratory, and obtain test results from the laboratory to determine whether components affected by the renovation contain lead-based paint. (For more information regarding test kits call the National Lead Information Center at 1-800-424-LEAD (5323), or check our web site at www.epa.gov/lead/pubs/renovation.htm). Note: you must assume lead-based paint is present for housing and buildings covered by this rule, unless testing is done that determines the components affected are lead-free.
5. Must be available, either on-site or by telephone, at all times renovations are being conducted.
6. Must perform project cleaning verification.
7. Must have with them at the work site copies of their initial course completion certificate and their most recent refresher course completion certificate.
8. Must prepare required records.

How Long Do Firm and Renovator Certifications Last?

To maintain their certification, individual renovators and firms must be re-certified by EPA every five years. A firm must submit to EPA a completed “Application for Firms,” signed by an authorized agent of the firm, and pay the correct amount of fees. Individual renovators must successfully complete a refresher training course provided by an accredited training provider.

What Are the Recordkeeping Requirements?

- All documents must be retained for three years following the completion of a renovation.
- Records that must be retained include:
 - Reports certifying that lead-based paint is not present.
 - Records relating to the distribution of the lead pamphlet.
 - Documentation of compliance with the requirements of the Lead-Based Paint Renovation, Repair, and Painting Program. This information must also be given to the owner and, if different, the occupant of the housing or unit that was renovated (EPA has prepared a sample form that is available at www.epa.gov/lead/pubs/samplechecklist.pdf).

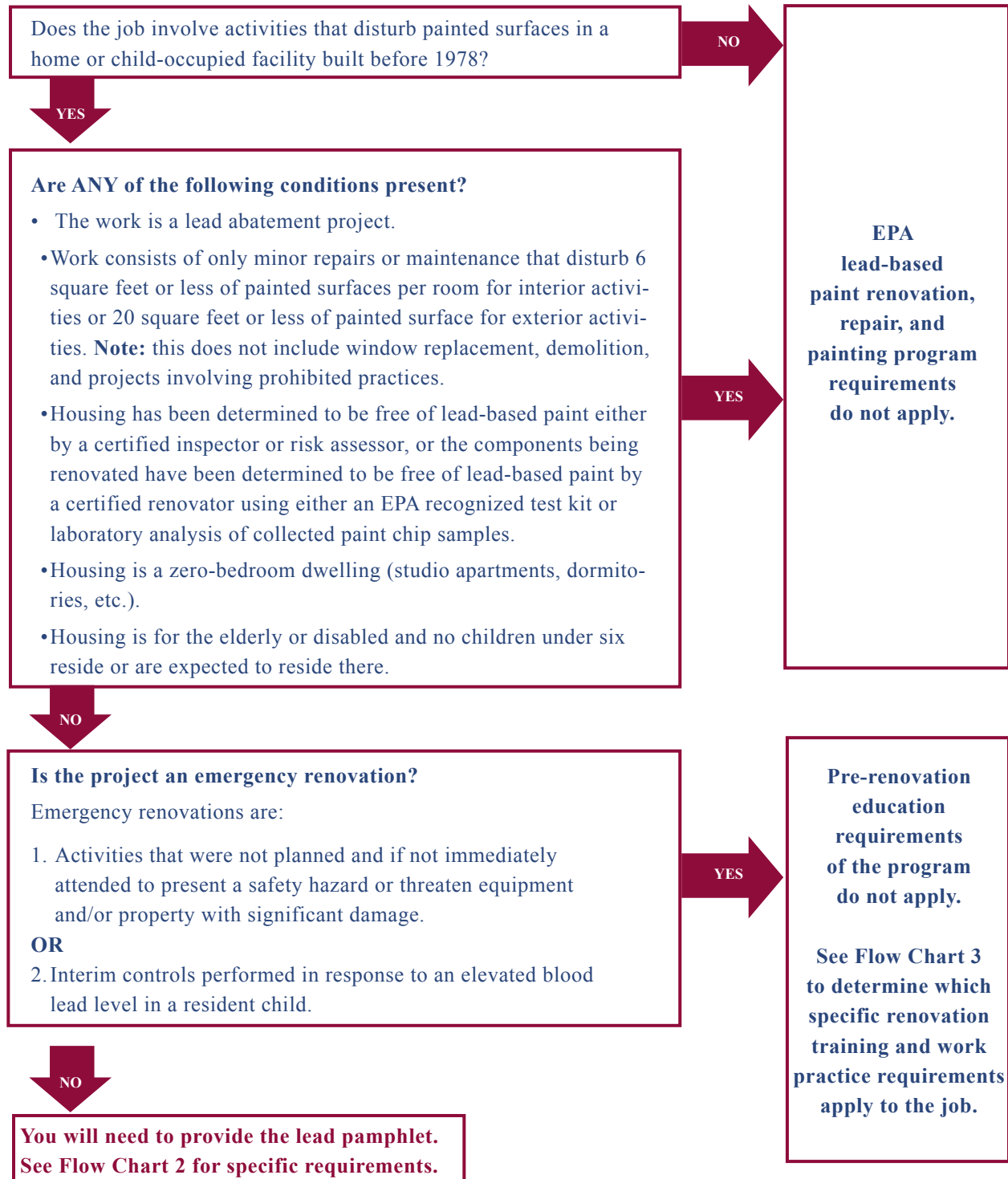
What Are the Required Work Practices?

The flow charts on the following pages will help determine if your project is subject to the Lead-Based Paint Renovation, Repair and Painting Program’s requirements and, if so, the specific requirements for your particular project. The flowcharts, and other information included in this guide, are not intended to be a replacement for official training.

EPA's Lead Program Rule At-A-Glance

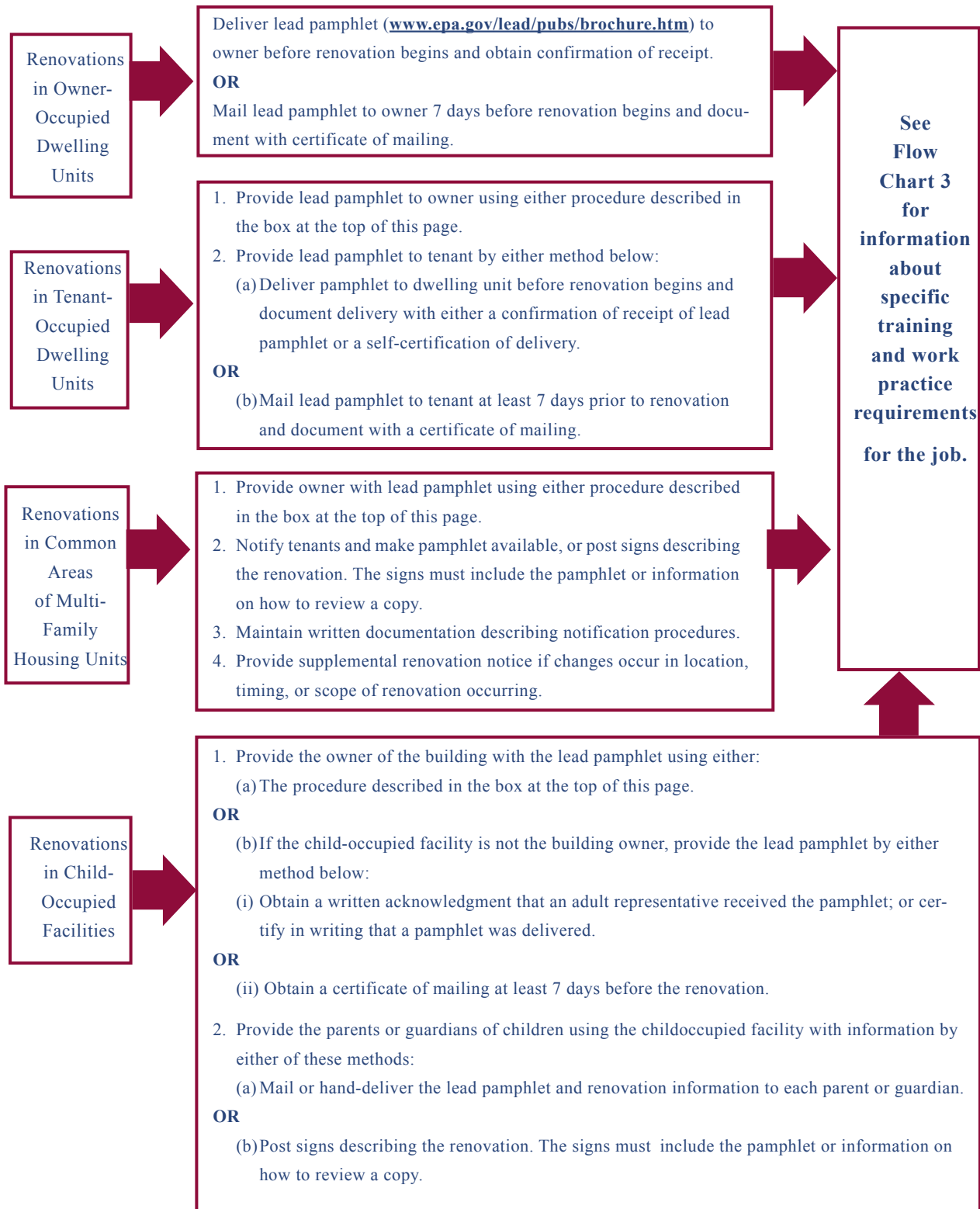
Do the Requirements Apply to the Renovation?

If you will be getting paid to do work that disturbs painted surfaces in a pre-1978 home, apartment building, or child-occupied facility, answer the questions below to determine if the EPA lead program requires you to distribute the lead pamphlet and/or if you will need to comply with training, certification, and work practice requirements when conducting the work.

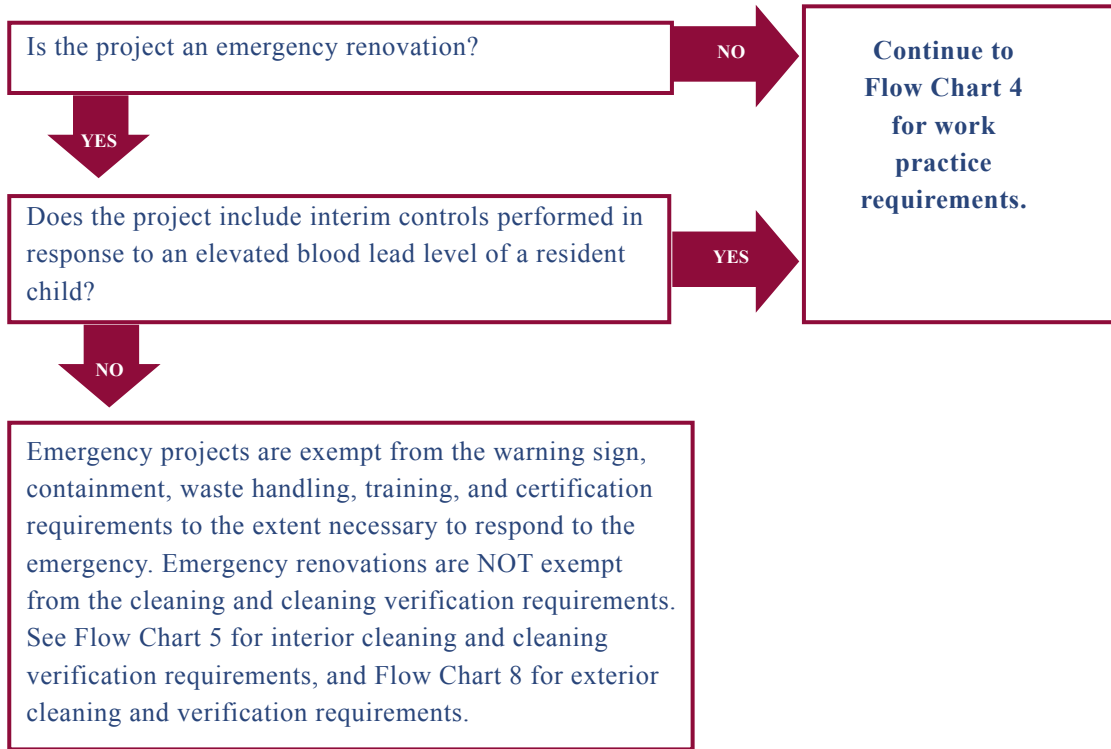


How Do I Comply with the Pre-Renovation Education Requirements?

Requirements to distribute pre-renovation educational materials vary based on the location of the renovation. Select the location below that best describes the location of your project, and follow the applicable procedure on the right.



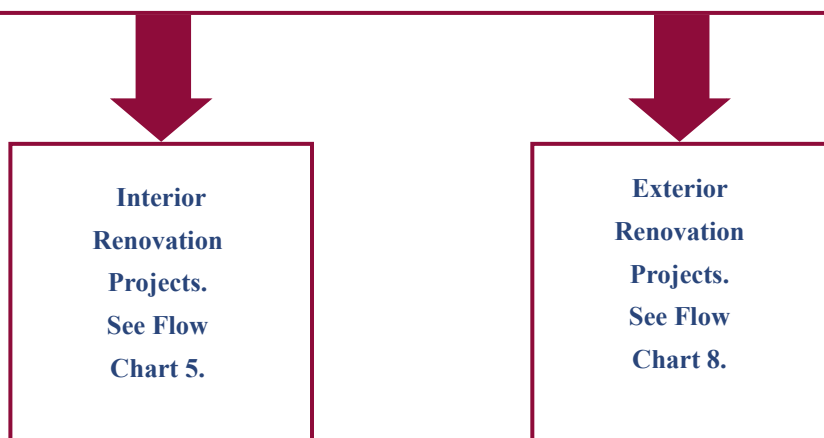
Do the Renovation Training and Work Practices Apply?



Work Practice Requirements

General

- (A) Renovations must be performed by certified firms using certified renovators.
- (B) Firms must post signs clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area. These signs should be in the language of the occupants.
- (C) Prior to the renovation, the firm must contain the work area so that no dust or debris leaves the work area while the renovation is being performed.
- (D) Work practices listed below are prohibited during a renovation:
 1. Open-flame burning or torching of painted surfaces;
 2. Use of machines that remove paint or other surface coatings through high speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, unless such machines have shrouds or containment systems and are equipped with a HEPA vacuum attachment to collect dust and debris at the point of generation. Machines must be operated so that no visible dust or release of air occurs outside the shroud or containment system; and
 3. Operating a heat gun on painted surfaces at temperatures above 1100 degrees Fahrenheit.
- (E) Waste from renovations:
 1. Waste from renovation activities must be contained to prevent releases of dust and debris before the waste is removed from the work area for storage or disposal.
 2. At the conclusion of each work day and at the conclusion of the renovation, waste that has been collected from renovation activities must be stored to prevent access to and the release of dust and debris.
 3. Waste transported from renovation activities must be contained to prevent release of dust and debris.



Work Practice Requirements Specific to Interior Renovations

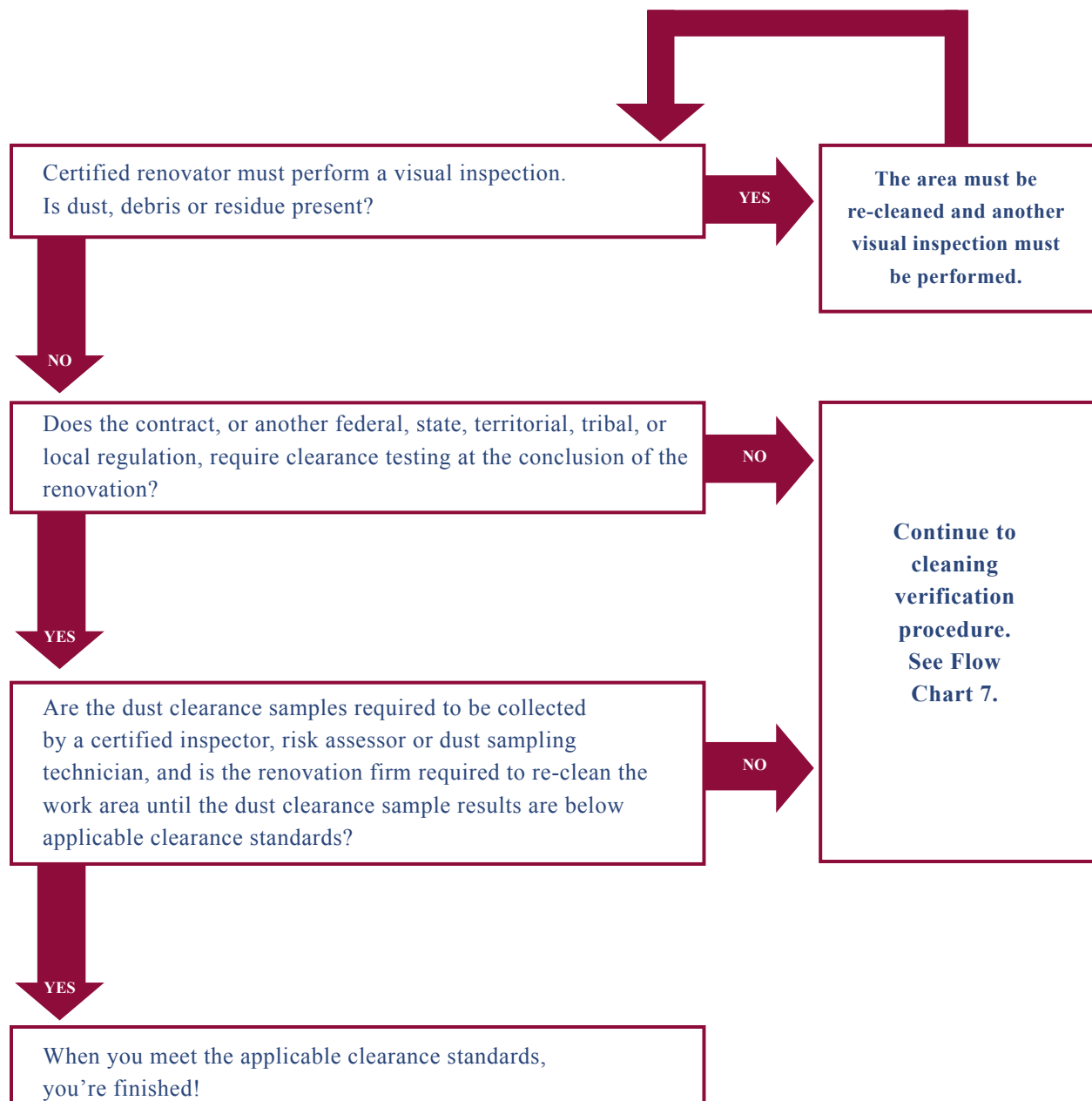
The firm must:

- (A) Remove all objects from the work area or cover them with plastic sheeting with all seams and edges sealed.
- (B) Close and cover all ducts opening in the work area with taped-down plastic sheeting.
- (C) Close windows and doors in the work area. Doors must be covered with plastic sheeting.
- (D) Cover the floor surface with taped-down plastic sheeting in the work area a minimum of six feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater. If a vertical containment system is employed, floor covering may stop at the vertical barrier, providing it is impermeable, extends from floor to ceiling, and is tightly sealed at floors, ceilings, and walls.
- (E) Use precautions to ensure that all personnel, tools, and other items, including the exteriors of containers of waste, are free of dust and debris when leaving the work area.
- (F) After the renovation has been completed, the firm must clean the work area until no dust, debris or residue remains. The firm must:
 - 1. Collect all paint chips and debris, and seal it in a heavy-duty bag.
 - 2. Remove and dispose of protective sheeting as waste.
 - 3. Clean all objects and surfaces in the work area and within two feet of the work area in the following manner:
 - a. Clean walls starting at the ceiling and working down to the floor by either vacuuming with a HEPA vacuum or wiping with a damp cloth.
 - b. Thoroughly vacuum all remaining surfaces and objects in the work area, including furniture and fixtures, with a HEPA vacuum.
 - c. Wipe all remaining surfaces and objects in the work area, except for carpeted or upholstered surfaces, with a damp cloth. Mop uncarpeted floors thoroughly using a mopping method that keeps the wash water separate from the rinse water, or using a wet mopping system.



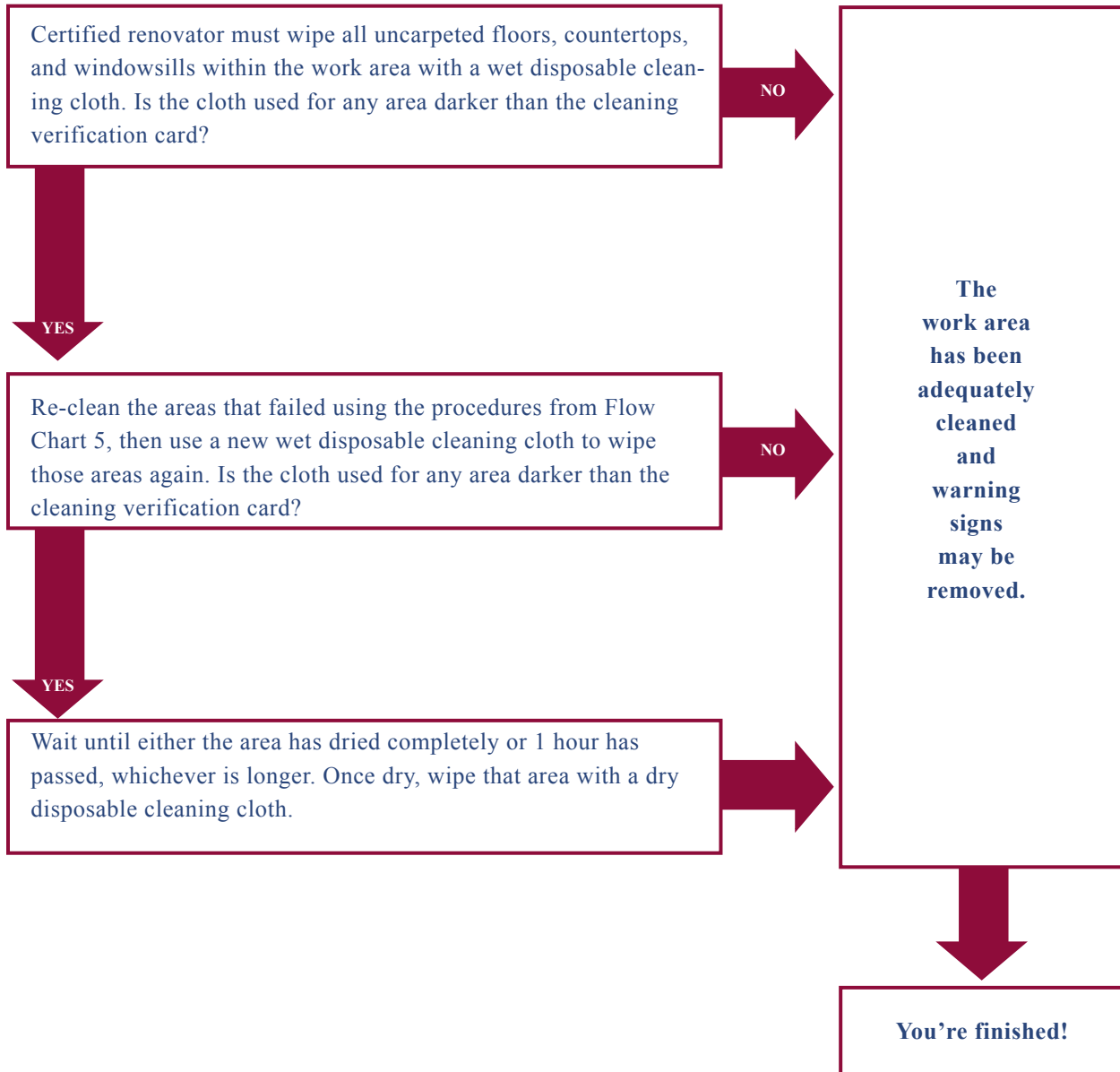
Cleaning verification is required to ensure the work area is adequately cleaned and ready for re-occupancy. See Flow Chart 6 for instructions on performing cleaning verification for interior projects.

Interior Cleaning Verification: Visual Inspection and Optional Clearance Testing



Interior Cleaning Verification: Floors, Countertops, and Window Sills

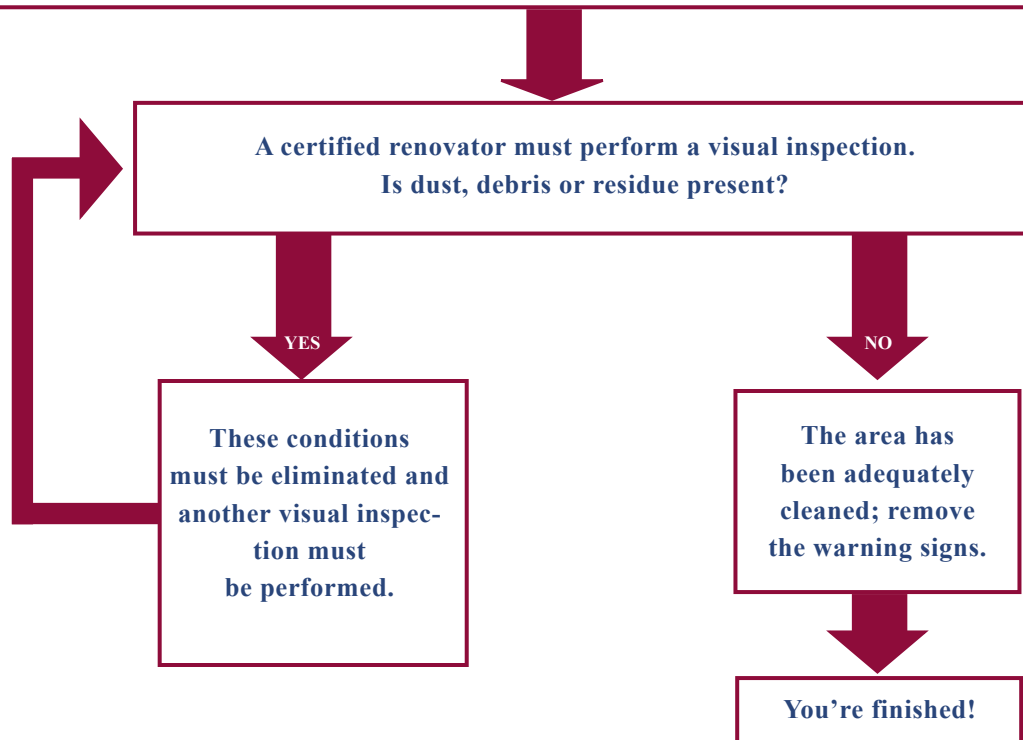
Note: For areas greater than 40 square feet, separate the area into sections and use a new disposable cleaning cloth for each section.



Work Practice Requirements Specific to Exterior Renovations

The firm must:

- (A) Close all doors and windows within 20 feet of the renovation.
- (B) Ensure that doors within the work area that will be used while the job is being performed are covered with plastic sheeting in a manner that allows workers to pass through while confining dust and debris.
- (C) Cover the ground with plastic sheeting or other disposable impermeable material extending a minimum of 10 feet beyond the perimeter or a sufficient distance to collect falling paint debris, whichever is greater. If a property line prevents 10 feet of such ground covering, then erect vertical containment or equivalent extra precautions to prevent contamination of adjacent buildings and property.
- (D) In situations such as where work areas are in close proximity to other buildings, windy conditions, etc., the renovation firm must take extra precautions in containing the work area, like vertical containment.
- (E) After the renovation has been completed, the firm must clean the work area until no dust, debris or residue remains. The firm must:
 1. Collect all paint chips and debris, and seal it in a heavy-duty bag.
 2. Remove and dispose of protective sheeting as waste.
 3. Waste transported from renovation activities must be contained to prevent release of dust and debris.



How Is My Compliance Determined, and What Happens if the Agency Discovers a Violation?

To maximize compliance, EPA implements a balanced program of compliance assistance, compliance incentives, and traditional law enforcement. EPA knows that small businesses that must comply with complicated new statutes or rules often want to do the right thing, but may lack the requisite knowledge, resources, or skills. Compliance assistance information and technical advice helps small businesses to understand and meet their environmental obligations. Compliance incentives, such as EPA's Small Business Policy, apply to businesses with 100 or fewer employees and encourage persons to voluntarily discover, disclose, and correct violations before they are identified by the government (more information about EPA's Small Business Policy is available at www.epa.gov/compliance/incentives/smallbusiness/index.html). EPA's enforcement program is aimed at protecting the public by targeting persons or entities who neither comply nor cooperate to address their legal obligations.

EPA uses a variety of methods to determine whether businesses are complying, including inspecting work sites, reviewing records and reports, and responding to citizen tips and complaints. Under TSCA, EPA (or a state, if this program has been delegated to it) may file an enforcement action against violators seeking penalties of up to \$37,500 per violation, per day. The proposed penalty in a given case will depend on many factors, including the number, length, and severity of the violations, the economic benefit obtained by the violator, and its ability to pay. EPA has policies in place to ensure penalties are calculated fairly. These policies are available to the public. In addition, any company charged with a violation has the right to contest EPA's allegations and proposed penalty before an impartial judge or jury.

EPA encourages small businesses to work with the Agency to discover, disclose, and correct violations. The Agency has developed self-disclosure, small business, and small community policies to modify penalties for small and large entities that cooperate with EPA to address compliance problems. In addition, EPA has established compliance assistance centers to serve over one million small businesses (see Construction Industry Compliance Assistance Center for information regarding this rule at www.cicacenter.org). For more information on compliance assistance and other EPA programs for small businesses, please contact EPA's Small Business Ombudsman at 202-566-2075.

Frequent Questions

What is the legal status of this guide?

This guide was prepared pursuant to section 212 of SBREFA. EPA has tried to help explain in this guide what you must do to comply with the Toxic Substances Control Act (TSCA) and EPA's lead regulations. However, this guide has no legal effect and does not create any legal rights. Compliance with the procedures described in this guide does not establish compliance with the rule or establish a presumption or inference of compliance. The legal requirements that apply to renovation work are governed by EPA's 2008 Lead Rule, which controls if there is any inconsistency between the rule and the information in this guide.

Is painting considered renovation if no surface preparation activity occurs?

No. If the surface to be painted is not disturbed by sanding, scraping, or other activities that may cause dust, the work is not considered renovation and EPA's lead program requirements do not apply. However, painting projects that involve surface preparation that disturbs paint, such as sanding and scraping, would be covered.

What if I renovate my own home?

EPA's lead program rules apply only to renovations performed for compensation; therefore, if you work on your own home, the rules do not apply. EPA encourages homeowners to use lead-safe work practices, nonetheless, in order to protect themselves, their families, and the value of their homes.

Is a renovation performed by a landlord or employees of a property management firm considered a compensated renovation under EPA's lead program rules?

Yes. The receipt of rent payments or salaries derived from rent payments is considered compensation under EPA's lead program. Therefore, renovation activities performed by landlords or employees of landlords are covered.

Do I have to give out the lead pamphlet seven days prior to beginning renovation activities?

The 7-day advance delivery requirement applies only when you deliver the lead pamphlet by mail; otherwise, you may deliver the pamphlet anytime before the renovation begins so long as the renovation begins within 60 days of the date that the pamphlet is delivered. For example, if your renovation is to begin May 30, you may deliver the pamphlet in person anytime between April 1 and start of the project on May 30, or you may deliver the pamphlet by mail anytime between April 1 and May 23.

Tips for Easy Compliance

1. For your convenience the sample form on page 23 of this handbook is included in the *Renovate Right* lead pamphlet (see page 29 for information on how to get copies). Attach the form to the back of your customer renovation or repair contracts. The completed form can be filed along with your regular paperwork.
2. Plan ahead to obtain enough copies of the lead pamphlet (see page 29 for information on how to get copies of the pamphlet).

Where Can I Get More Information?

Further information is available from the National Lead Information Center (800-424-LEAD) and on the Internet at www.epa.gov/lead. Available resources include:

- Full text version of the Lead-Based Paint Renovation, Repair, and Painting Program regulation.
- Frequent Questions which provide more detailed information on the rule's requirements.
- A downloadable version of the lead pamphlet.

Why Is Lead Paint Dangerous?

Lead gets into the body when it is swallowed or inhaled. People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities. People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush, blast or otherwise disturb lead-based paint risk unsafe exposure to lead.



Lead is especially dangerous to children under 6 years of age.

Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavioral problems.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetus.



Other Resources

For additional information on how to protect yourself and your customers from lead paint hazards, visit www.epa.gov/lead or call the National Lead Information Center at 1-800-424-LEAD (5323).

Available documents include:

- *The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*
- *Joint EPA-HUD Curriculum: Lead Safety for Remodeling, Repair, and Painting*
- *Steps to Lead Safe Renovation, Repair and Painting*
- *Fight Lead Poisoning with a Healthy Diet*
- *Protect Your Family From Lead in Your Home*
- *Lead in Your Home: A Parent's Reference Guide*



Key Terms

Certificate of Mailing — A written verification from the Postal Service that you mailed the lead pamphlet to an owner or a tenant. This is less expensive than certified mail, which is also acceptable for meeting the Lead-Based Paint Renovation, Repair, and Painting Program requirements. (**Note:** If using this delivery option, you must mail the pamphlet at least seven days prior to the start of renovation.)

Certified Inspector or Risk Assessor — An individual who has been trained and is certified by EPA or an authorized state or Indian Tribe to conduct lead-based paint inspections or risk assessments.

Child-occupied Facility — May include, but is not limited to, day care centers, pre-schools and kindergarten classrooms. Child-occupied facilities may be located in target housing or in public or commercial buildings. The regulation defines a “child-occupied facility” as a building, or portion of a building, constructed prior to 1978, visited regularly by the same child, under 6 years of age, on at least two different days within any week (Sunday through Saturday period), provided that each day’s visit lasts at least three hours and the combined weekly visits last at least six hours, and the combined annual visits last at least 60 hours. Child-occupied facilities may be located in target housing, or in public or commercial buildings. With respect to common areas in public or commercial buildings that contain child-occupied facilities, the child-occupied facility encompasses only those common areas that are routinely used by children under age 6, such as restrooms and cafeterias. Common areas that children under age 6 only pass through, such as hallways, stairways, and garages are not included. In addition, with respect to exteriors of public or commercial buildings that contain child-occupied facilities, the child-occupied facility encompasses only the exterior sides of the building that are immediately adjacent to the child-occupied facility or the common areas routinely used by children under age 6.

Cleaning Verification Card — a card developed and distributed by EPA for the purpose of determining, through comparison of wet and dry disposable cleaning cloths with the card, whether post-renovation cleaning has been properly completed.

Common Area — A portion of a building that is generally accessible to all residents or users. Common areas include (but are not limited to) hallways, stairways, laundry rooms, recreational rooms, playgrounds, community centers, and fenced areas. The term applies to both interiors and exteriors of the building.

Component — A specific design or structural element or fixture distinguished by its form, function, and location. A component can be located inside or outside the dwelling. Examples...

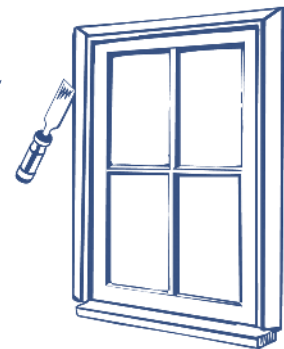
Interior

Ceilings
Crown molding
Walls
Doors and trim
Floors
Fireplaces
Radiators
Shelves
Stair treads
Windows and trim
Built-in cabinets
Beams
Bathroom vanities
Counter tops
Air conditioners



Exterior

Painted roofing
Chimneys
Flashing
Gutters and downspouts
Ceilings
Soffits
Doors and trim
Fences
Floors
Joists
Handrails
Window sills and sashes
Air conditioners



Confirmation of Receipt of Lead Hazard Information Pamphlet — A form that is signed by the owner or tenant of the housing confirming that they received a copy of the lead pamphlet before the renovation began. (See sample on page 23.)

Emergency Renovation — Unplanned renovation activities done in response to a sudden, unexpected event which, if not immediately attended to, presents a safety or public health hazard or threatens property with significant damage.

Examples

- *Renovation to repair damage from a tree that fell on a house.*
- *Renovation to repair a burst water pipe in an apartment complex.*
- *Interim controls performed in response to an elevated blood lead level in a resident child.*

Firm — A company, partnership, corporation, sole proprietorship or individual doing business, association, or other business entity; a Federal, State, Tribal, or local government agency; or a nonprofit organization.

General Contractor — One who contracts for the construction of an entire building or project, rather than for a portion of the work. The general contractor hires subcontractors (e.g. plumbing, electrical, etc.), coordinates all work, and is responsible for payment to subcontractors.

Housing for the Elderly — Retirement communities or similar types of housing specifically reserved for households of one or more persons 62 years of age or older at the time the unit is first occupied.

Interim Controls — Interim controls means a set of measures designed to temporarily reduce human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs.

Lead Abatement — Work designed to permanently eliminate lead-based paint hazards. If you are hired to do lead-abatement work only, the Lead-Based Paint Renovation, Repair, and Painting Program does not apply. Abatement does not include renovation, remodeling, or other activities done to repair, restore, or redesign a given building — even if such renovation activities incidentally eliminate lead-based paint hazards. (**Note:** Some states define this term differently than described above. Consult your state officials if you are not sure how “lead abatement” is defined in your state.)

Lead Pamphlet — The lead hazard information pamphlet for the purpose of pre-renovation education is *The LeadSafe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Facilities and Schools*, or an EPA-approved alternative pamphlet. (See page 29 for information on obtaining copies.)

Minor Repair and Maintenance — Activities that disrupt 6 square feet or less of painted surface per room for interior activities or 20 square feet or less of painted surface for exterior activities where none of the prohibited work practices is used and where the work does not involve window replacement or demolition of painted surface areas. When removing painted components, or portions of painted components, the entire surface area removed is the amount of painted surface disturbed. Jobs, other than emergency renovations, performed in the same room within the same 30 days must be considered the same job for the purpose of determining whether the job is a minor repair and maintenance activity.

Owner — Any person or entity that has legal title to housing, including individuals, partnerships, corporations, government agencies, Indian Tribes, and nonprofit organizations.

Painted Surface — A component surface covered in whole or in part with paint or other surface coatings.

Prohibited Practices — Work practices listed below are prohibited during a renovation:

- Open-flame burning or torching of painted surfaces;
- Use of machines that remove paint or other surface coatings through high speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, unless such machines have shrouds or containment systems and are equipped with a HEPA vacuum attachment to collect dust and debris at the point of generation. Machines must be operated so that no visible dust or release of air occurs outside the shroud or containment system.
- Operating a heat gun on painted surfaces at temperatures above 1100 degrees Fahrenheit.

Record of Notification — A written statement documenting the steps taken to notify occupants of renovation activities in common areas of multi-family housing. (See page 25 for sample.)

Renovation — Modification of all or part of any existing structure that disturbs a painted surface, except for some specifically exempted activities (e.g., minor repair and maintenance). Includes:

- Removal/modification of painted surfaces, components, or structures
- Surface preparation activities (sanding/scraping/other activities that may create paint dust)
- Window replacement

Examples

1. Demolition of painted walls or ceilings
2. Replastering
3. Plumbing repairs or improvements
4. Any other activities which disturb painted surfaces

Renovation Notice — Notice to tenants of renovations in common areas of multi-family housing. (See sample form on page 25.) Notice must describe nature, location, and expected timing of renovation activity; and must explain how the lead pamphlet may be obtained free of charge.

Renovator — A person who either performs or directs workers who perform renovation. A certified renovator is a renovator who has successfully completed a renovator course accredited by EPA or an EPA authorized State or Tribal program. (**Note:** Because the term “renovation” is defined broadly by the Lead-Based Paint Renovation, Repair, and Painting Program, many contractors who are not generally considered “renovators”, as that term is commonly used, are considered to be “renovators” under the program and must follow the rule’s requirements.)

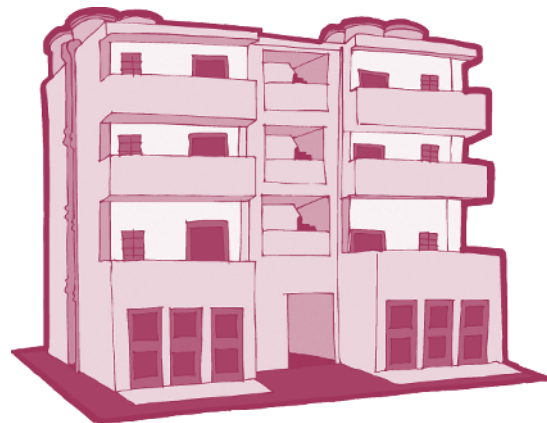


Self-Certification of Delivery — An alternative method of documenting delivery of the lead hazard information pamphlet to a tenant. This method may be used whenever the tenant is unavailable or unwilling to sign a confirmation of receipt of lead pamphlet. (See sample form on page 23.) (**Note:** This method is not a permissible substitute for delivery of the lead pamphlet to an owner.)

Supplemental Renovation Notice — additional notification that is required when the scope, location, or timing of project changes.

Vertical Containment — A vertical barrier consisting of plastic sheeting or other impermeable material over scaffolding or a rigid frame, or an equivalent system of containing the work area. Vertical containment is required for some exterior renovations but it may be used on any renovation.

Zero-Bedroom Dwelling — Any residential dwelling where the living area is not separated from the sleeping area. This term includes efficiency and studio apartments, dormitory housing, and military barracks.



Sample Pre-Renovation Form

This sample form may be used by firms to document compliance with the requirements of the Federal Lead-Based Paint Renovation, Repair, and Painting Program.

Occupant Confirmation

Pamphlet Receipt

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed Name of Owner-occupant

Signature of Owner-occupant

Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

Declined – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

Unavailable for signature – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least 7 days before renovation. Mailing must be documented by a certificate of mailing from the post office.



Sample Forms (continued)

Renovation Notice — For use in notifying tenants of renovations in common areas of multi-family housing.

The following renovation activities will take place in the following locations:

Activity (e.g., sanding, window replacement)

Location (e.g., lobby, recreation center)

The expected starting date is _____ and the expected ending date is _____.
Because this is an older building built before 1978, some of the paint disturbed during the renovation may contain lead. You may obtain a copy of the pamphlet, *Renovate Right*, by telephoning me at _____. Please leave a message and be sure to include your name, phone number and address. I will either mail you a pamphlet or slide one under your door.

Date

Printed name of renovator

Signature of renovator

Record of Tenant Notification Procedures

Project Address _____

Street (apt. #) _____

City _____ State _____ Zip Code _____

Owner of multi-family housing

Number of dwelling units

Method of delivering notice forms (e.g. delivery to units, delivery to mailboxes of units)

Name of person delivering notices

Signature of person delivering notices

Date of Delivery



Sample Renovation Recordkeeping Checklist

Name of Firm: _____

Date and Location of Renovation: _____

Brief Description of Renovation: _____

Name of Assigned Renovator: _____

Name(s) of Trained Worker(s), if used: _____

Name of Dust Sampling Technician,
Inspector, or Risk Assessor, if used: _____

___ Copies of renovator and dust sampling technician qualifications (training certificates, certifications) on file.

___ Certified renovator provided training to workers on (check all that apply):

___ Posting warning signs ___ Setting up plastic containment barriers

___ Maintaining containment ___ Avoiding spread of dust to adjacent areas

___ Waste handling ___ Post-renovation cleaning

___ Test kit or test results from an EPA-recognized laboratory on collected paint chip sample, used by certified renovator to determine whether lead was present on components affected by renovation (identify method used, type of test kit used (if applicable), laboratory used to conduct paint chip analysis, describe sampling locations and results):

___ Warning signs posted at entrance to work area.

___ Work area contained to prevent spread of dust and debris

___ All objects in the work area removed or covered (interiors)

___ HVAC ducts in the work area closed and covered (interiors)

___ Windows in the work area closed (interiors)

___ Windows in and within 20 feet of the work area closed (exteriors)

___ Doors in the work area closed and sealed (interiors)

___ Doors in and within 20 feet of the work area closed and sealed (exteriors)

___ Doors that must be used in the work area covered to allow passage but prevent spread of dust

___ Floors in the work area covered with taped-down plastic (interiors)

___ Ground covered by plastic extending 10 feet from work area—plastic anchored to building and weighed down by heavy objects (exteriors)

___ Vertical containment installed if property line prevents 10 feet of ground covering, or if necessary to prevent migration of dust and debris to adjacent property (exteriors)

___ Waste contained on-site and while being transported off-site.

___ Work site properly cleaned after renovation

___ All chips and debris picked up, protective sheeting misted, folded dirty side inward, and taped for removal

___ Work area surfaces and objects cleaned using HEPA vacuum and/or wet cloths or mops (interiors)

___ Certified renovator performed post-renovation cleaning verification (describe results, including the number of wet and dry cloths used): _____

___ If dust clearance testing was performed instead, attach a copy of report

___ I certify under penalty of law that the above information is true and complete.

Name and title

Date



Where Can I Get Copies of the Lead Pamphlet?

For single copies, in Spanish or English, of *The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Facilities and Schools* (EPA-740-K-10-001), call the National Lead Information Center (NLIC) at 1-800-424-LEAD. For any orders, be sure to use the appropriate stock reference number listed above.

There are four ways to get multiple copies:

1. Obtain downloadable copies (PDF) from the EPA website at www.epa.gov/lead/pubs/brochure.htm.
2. Call the Government Printing Office (GPO) Order Desk at (202) 512-1800.
3. Order from the GPO Bookstore at <http://bookstore.gpo.gov/environment>.
4. Request copies in writing from:
U.S. GPO
P.O. Box 979050
St. Louis, MO 63197-9000



The pamphlet may be photocopied for distribution as long as the text and graphics are readable.

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1-800-424-LEAD (5323)

www.epa.gov/lead

