City of Phoenix, Arizona
Office of the City Engineer

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

Cholla Branch Library Elevator Modernization

PROJECT NO. 7530130000

MAYOR
GREG STANTON

CITY COUNCIL

DISTRICT NO. 1 - THELDA WILLIAMS
DISTRICT NO. 2 - JIM WARING
DISTRICT NO. 3 - DEBRA STARK
DISTRICT NO. 4 - LAURA PASTOR

DISTRICT NO. 5 - DANIEL VALENZUELA
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DISTRICT NO. 7 - MICHAEL NOWAKOWSKI
DISTRICT NO. 8 - KATE GALLEGOS

CITY MANAGEMENT

CITY MANAGER
CITY ENGINEER

ED ZUERCHER
KINI L. E. KNUDSON, PE
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PROJECT NO. 7530130000

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STD PDP Standard Boilerplate w/ AIA Language

Boilerplate Revision 9/16
CALL FOR BIDS

CHOLLA BRANCH LIBRARY ELEVATOR MODERNIZATION

DESIGN BID BUILD

PROJECT NO. 7530130000

BIDS WILL BE DUE
TUESDAY, MARCH 7, 2017 AT 2:00 P.M., LOCAL TIME
PHOENIX CITY HALL
200 WEST WASHINGTON STREET, 6th FLOOR
PHOENIX, AZ. 85003-1611

The City of Phoenix is seeking a qualified contracting firm to perform the project listed below.

SCOPE OF WORK

This project will include a full and complete modernization of a twin-post holeless type hydraulic two stop elevator located at the Cholla Branch Library 10050 Metro Parkway East Phoenix Arizona. This elevator provides the only ADA access to the second floor of the Library and City of Phoenix will seek to minimize downtime of the equipment. Equipment will be replaced per the attached specification.

PRE-BID CONFERENCE

A pre-bid conference will be held on Friday February, 17, 2017, at 9:00 a.m., local time, at the Cholla Branch Library, located at 10050 Metro Parkway East, Phoenix, AZ. At this meeting, staff will discuss the scope of work, general contract issues and respond to questions from the attendees. As City staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-bid conference, it is strongly recommended that interested firms send a representative to the pre-bid conference.

REQUEST FOR BID PACKET

The bid packet will be available for download from the City of Phoenix Street Transportation Department web page as of Thursday, February 9, 2017. The web address is:

http://phoenix.gov/streets/procurement/easopportunities/index.html

Firms receiving a copy of the bid packet through any other means must download the bid packet from the City web page in order to register as a plan holder for the project. The plan holder list is available for viewing within the project’s folder on the Street
Transportation Department Contract Procurement Section "Current Opportunities by Due Date" website address listed above.

GENERAL INFORMATION

The City reserves the right to award the contract to the lowest responsible responsive bidder or all bids will be rejected, as soon as practicable after the date of opening bids. The City of Phoenix will provide reasonable accommodations for alternate formats of the bid packet by calling George Goodale at (602) 534-8352 or calling TTY System (602) 256-4286. Requests will only be honored if made within the first week of the advertising period. Please allow a minimum of seven calendar days for production.

Questions pertaining to process or contract issues should be directed to George Goodale, Contracts Specialist, at george.goodale@phoenix.gov.

ED ZUERCHER
City Manager

By

KINI L.E. KNUDSON, PE
City Engineer

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Date: Thursday, February 16, 2017
(District 7)
INFORMATION FOR BIDDERS

1. QUESTIONS ON PLANS AND SPECIFICATIONS

Neither the Engineer nor the City of Phoenix shall be held responsible for any oral instructions. Any changes to the plans and specifications will be in the form of an addendum. All addenda will be posted online within the bid folder at the following website:

https://www.phoenix.gov/streets/procurement/current-opportunities

A Planholder List is available within the project folder on the Street Transportation Department website under “Current Opportunities”. The web address is:

https://www.phoenix.gov/streets/procurement/current-opportunities

For additional information prior to submitting your bid, contact:

Plans, Technical/Special Provisions, Proposal or Specifications:
NAME: George Goodale, Contracts Specialist, Contract Procurement Section
ADDRESS: 200 W. Washington Street, 6th Floor, Phoenix, AZ 85003-1611
PHONE: (602) 534-8352  E-MAIL: George.Goodale@phoenix.gov

SBE Utilization contact:
Equal Opportunity Department: (602) 262-6790

All questions regarding the plans and specifications must be received (in writing) at a minimum 7 calendar days prior to bid opening. Questions received after that time may not be given any consideration.

2. REQUEST FOR SUBSTITUTIONS

Paragraph A, B, and C of MAG Section 106.4 are deleted and the following paragraphs substituted:

A. The Architect will consider written request(s), by a prime bidder only, for substitution(s) which is/are considered equivalent to the item(s) specified in the Contract documents. The written request will be considered only if it is received at least twelve (12) calendar days prior to the established bid date. Notification of acceptable substitutions will be made by addendum issued no fewer than 7 days prior to the established bid date. (A.R.S. 34-104)

B. The prime bidder, at his own expense, shall furnish the necessary data of substitution and validate that the physical, chemical, and operational qualities of each substitute item is such that this item will fulfill the originally specified required function.

C. The substitution, if approved, will be authorized by a written addendum to the Contract documents and will be made available to all bidders. The bid date and the scheduled completion time will not be affected by any circumstances developing from this substitution.

The request will be submitted to the Street Transportation Department Contract Procurement Section, Attention George Goodale, Contracts Specialist, Sixth Floor, Phoenix City Hall, 200 W. Washington Street, Phoenix, Arizona 85003-1611 or via email to George.Goodale@phoenix.gov.

3. BID BOND

Bidders must submit a properly completed proposal guarantee, certified check, cashier’s check or on the surety bond provided, an amount not less than ten (10) percent of the total bid amount included in the proposal as a guarantee that the Contractor will enter into a contract to perform the
proposal in accordance with the plans and specifications. Surety bonds submitted for this project shall be provided by a company which has been rated “A- or better for the prior four quarters” by the A.M. Best Company. **A bid will be deemed non-responsive if not accompanied by this guarantee.**

The surety bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona, issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1. The surety bond shall not be executed by an individual surety or sureties even if the requirements of Section 7-101 are satisfied. The City Clerk will return the certified check, cashier’s check, or surety bond to the contractors whose proposals are not accepted, and to the successful contractor upon the execution of a satisfactory bond and contract.

When providing a Surety Bond, **failure to provide an "A- or better for the prior four quarters" bond will result in bid rejection.**

4. **LIST OF MAJOR SUBCONTRACTORS AND SUPPLIERS & LIST OF ALL SUBCONTRACTORS AND SUPPLIERS**

A bid shall be deemed non-responsive if not accompanied by a properly completed and signed “List of Major Subcontractors and Suppliers” form.

To assist in eliminating the practice of bid shopping on City construction projects, the bidder shall list all Major Subcontractors and Suppliers (including DBE) to whom the bidder intends to contract with that are equal to or greater than 5% of the base bid. The list of major subcontractors and suppliers shall be provided on the “List of Major Subcontractors” form. **Failure to properly complete and sign this form will result in bid rejection.** This form is due with the bid.

If substantial evidence exists that bid shopping occurred on this project, the Bidder will be ineligible to bid on City construction projects for a period of one year.

The list of All Subcontractors and Suppliers shall be provided on the “List of All Subcontractors and Suppliers” form. **Failure to properly complete and sign this form will result in bid rejection.** This form is due 3 days after bid opening by 5:00 p.m. A bid shall be deemed non-responsive if a properly completed and signed “List of All Subcontractors and Suppliers” form is not submitted.

5. **BID SUBMITTAL**

The properly completed bid documents along with the ten (10) percent bid guarantee shall be submitted in a sealed envelope. The outside of the envelope shall be marked as follows:

**Bid of (Firm's Name, Address, and Phone Number)**  
For: Cholla Branch Library Elevator Modernization  
City of Phoenix Project Number: 7530130000

Sealed bids shall be submitted to the Street Transportation Department’s reception desk located on the sixth floor of the Phoenix City Hall Building, 200 W. Washington, Phoenix, AZ 85003, prior to the time and date specified for bid opening.

6. **BID WITHDRAWALS**

MAG Section 102-10, **Withdrawal or Revision of Proposal**, is hereby deleted and the following paragraph is substituted:
"No bidder may withdraw or revise a proposal after it has been deposited with the City, except as provided in Phoenix City Code Part 2, Chapter 2, Section 190.2. Proposals, read or unread, will not be returned to the bidders until after determination of award has been made.

7. ADDENDA

Acknowledge all addenda; a bid will be deemed non-responsive if all issued addenda for this project are not acknowledged in writing on Page P. -1.

The City of Phoenix shall not be responsible for any oral responses or instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. A verbal reply to an inquiry does not constitute a modification of the Invitation for Bid (IFB). Any changes to the plans, drawings and specifications will be in the form of an addendum.

It shall be the responsibility of the prospective bidder to determine, prior to the submittal of its bid, if any addenda to the project have been issued by The City of Phoenix Street Transportation Department Contract Procurement Section. All addenda issued shall be acknowledged by bidder on Page P.-1. All addenda (if any) will be available online within each project’s folder at the following website:

https://www.phoenix.gov/streets/procurement/current-opportunities

The contractors are responsible for ensuring they have all addenda and/or notifications for all projects they are submitting on. Prospective bidders are strongly encouraged to check the Street Transportation Department Contract Procurement Section website in order to ascertain if any addenda have been issued for this project.

8. BID SUBMITTAL CHECK LIST

BID SUBMITTAL CHECKLIST

This checklist is provided to remind bidders of several of the required elements of the bid packages. It is not intended to be a comprehensive list of all of the contract documents. Bidders are encouraged to review all of the Bid Instructions to determine compliance therein.

☐ Acknowledge all addenda? (Page P.-1)

☐ Complete all of the Bid Proposal forms? (Page P. -1 to P. -2 and P.S. - 1)

☐ Include your Bid Bond (rated A- or better for the prior four quarters) or Guarantee Cashier’s Check? (Page S.B.-1)

☐ Complete List of Major Subcontractors and Suppliers form? (Page L.O.S.-1)

PLEASE DO NOT SUBMIT THE ENTIRE SPECIFICATION BOOK WHEN SUBMITTING YOUR BID, INCLUDE ONLY THE REQUIRED BIDDING DOCUMENTS.

POST-BID SUBMITTAL CHECKLIST

All bidders wishing to remain in contention for award of the contract must submit completed contracts documents listed below. The documents must be submitted to the Street Transportation Department Contract Procurement Section, 6th Floor, or can be sent by email to George.Goodale@phoenix.gov.
Completed List of All Subcontractors and Suppliers form (L.O.S. - 2) (3 days after bid opening by 5:00 p.m.)

Bidders Disclosure Statement (Page B.D.S. -1 TO B.D.S. - 4) (3 days after bid opening by 5:00 p.m.)

Submit Affidavit of Identity (A.O.I. -1) if you are a sole proprietor (3 days after bid opening by 5:00 p.m.)

9. PERMITS

CITY RESPONSIBILITY – The City will be responsible for City of Phoenix review and permit(s) fees for building and demolition permits. The City will also pay review fees for grading and drainage, water, sewer, and landscaping. The City shall also pay for utility design fees for permanent services.

CONTRACTOR RESPONSIBILITY – The Contractor will be responsible for all other permits and review fees not specifically listed above. The Contractor is responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until the project is accepted. Arrangements for construction water are the Contractor's responsibility. The Contractor is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices. Copies of these permits and notices must be provided to the City's Project Manager prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the Project Manager. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

10. CONTRACT AWARD

Contract award will be made to the responsive and responsible bidder based on the low total base bid or on the low combination of the total base bid and any selected alternate(s), whichever is in the best interest of the City. If unit pricing is required in the proposal, the extensions and additions will be verified to assure correctness. Award will be based on the revised total if any errors are found. Additionally, the Contractor shall meet the minimum SBE contracting goal set for this contract or have been granted a full or partial waiver of the goal. The City expressly reserves the right to cancel this agreement without recourse or prejudice to Contractor until all parties have executed the agreement in full.

Any bidder that currently contracts with the City must be in good standing for its proposal to be considered responsive. For the purpose of this Invitation to Bid, good standing means compliance with all contractual provisions, including payment of financial obligations.

11. CANCELLATION OF CONTRACT FOR CONFLICT OF INTEREST

All parties hereto acknowledge that this Agreement is subject to cancellation by the City of Phoenix pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

12. SURVEY

The Contractor shall set the construction stakes establishing lines, grades, and elevations to include necessary utilities and appurtenances and shall be responsible for their conformance with plans and specifications. Construction staking shall be done in accordance with the applicable provisions of the Street Transportation Department Design & Construction Management Division's "Standard Requirements for Staking, As-Builts, and Quantity Calculations", dated January 1, 1980.
The Engineer will establish or designate a control line and benchmark of known location and elevation for use as a reference.

The Contractor shall furnish the Engineer a certified set of calculations and measurements to fully support the derivation of all pay quantities. This information will be prepared by a registrant of the Arizona State Board of Technical Registration.

The Contractor shall furnish the Engineer a set of "Record Drawings" in pdf form. Record drawings shall be certified by a registrant of the Arizona State Board of Technical Registration.

13. RECORD DRAWINGS

The Contractor shall maintain a record set of plans at the job site. These shall be kept legible and current and shall show all changes or work added in a contrasting, reproducible color. When the project is substantially complete, the Contractor shall submit these plans to the Engineer for approval. When landscaping is included, the Contractor shall submit, prior to final inspection, corrected landscape drawings showing the location of all utility services, controller, pipe, valves, and wiring. The Engineer shall be the sole judge as to the acceptability of the record plans and receipt of an acceptable set is a pre-requisite for final payment.

14. TESTINGS

Soils backfill, pad, welding, roofing should be included in the Contractor's proposal/price. Copies of all testing reports need to be simultaneously sent via email or messenger to the City.

15. PRECONSTRUCTION CONFERENCE

After the Contract documents are successfully completed, to include bonds, insurance, and signatures, and prior to the commencement of any work on the project, the Project Manager, will schedule a Pre-Construction Conference.

The purpose of this conference is to establish a working relationship between the Contractor, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility firms, emergency telephone numbers for all representatives involved in the course of construction, and establishment of the notice to proceed date. The Contractor shall also provide copies of all purchase orders and/or contracts with SBE subcontractors and suppliers used to meet the subcontracting goal program for this project.

Minimum attendance by the Contractor shall be a responsible company/corporate official, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the Contractor's safety officer.

16. IMMIGRATION REFORM AND CONTROL ACT

Compliance with Federal Laws Required. Contractor understands and acknowledges the applicability of the Immigration Reform and control Act of 1986 and the Drug Free Workplace Act to him. Contractor agrees to comply with these Federal Laws in performing under this Agreement and to permit City inspection of personnel records to verify such compliance.

17. LEGAL WORKER REQUIREMENTS

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

B. A breach of a warranty under paragraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

C. The City of Phoenix retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph A.

18. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING

(A.) Contract Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively “Contract Worker(s)”) that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor’s services under this Agreement or Contractor’s failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by Contractor to perform work under this Agreement, as well those Contract Workers actually providing services during the term of this Agreement.

(B.) Background Screening Requirements and Criteria. Because of the varied types of services performed, the City has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is Maximum Risk.

(1) Minimum Risk and Background Screening (“Minimum Risk”).

A minimum risk Background Screening shall be performed when the Contract Worker: (i) will not have direct access to City facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when access to City facilities is escorted by City workers. The Background Screening for minimum risk shall consist of the screening required by Arizona Revised Statutes §§ 41-4401 and following to verify legal Arizona worker status.

(2) Standard Risk and Background Screening (“Standard Risk”).

A standard risk Background Screening shall be performed when the Contract Worker’s work assignment will: (i) require a badge or key for access to City facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or (iii) allow unescorted access to City facilities during normal and non-business hours. The Background Screening for this standard risk level shall include the Background Screening required for the Minimum Risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker’s proposed date of hire.
(3) **Maximum Risk and Background Screening ("Maximum Risk").**

A maximum risk Background Screening shall be performed when the Contract Worker's work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities. The Background Screening for this maximum risk level shall include the Background Screening required for the Standard Risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the Contract Worker's proposed date of hire. Contract Workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code § 2-45.6.

(C.) **Contractor Certification; City Approval of Maximum Risk Background Screening.** By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements for the Minimum Risk and Standard Risk Background Screenings as required. In addition, for Maximum Risk Background Screening, Contractor shall furnish to Stephen Bunyard, AIA Project Manager for the City's review and approval such Background Screenings for any Contract Worker considered for performing services under this Agreement where human safety or facility security is classified as a Maximum Risk level. The subject Contract Worker shall not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of the subject Contract Worker's Maximum Risk Background Screening. A Contract Worker rejected for work at a Maximum Risk level under this Agreement shall not be proposed to perform work under other City contracts or engagements without City's prior written approval.

(D.) **Terms of This Section Applicable to all of Contractor’s Contracts and Subcontracts.** Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

(E.) **Materiality of Background Screening Requirements; Indemnity.** The Background Screening requirements of this Section are material to City’s entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Supplementary Conditions Section 3.18 of this Agreement, Contractor shall defend, indemnify and hold harmless the City for any and all Claims (as defined in Supplementary Conditions Section 3.18 arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

(F.) **Continuing Duty; Audit.** Contractor’s obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify the City immediately of any change to a Maximum Risk Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor’s compliance with this Section pursuant to Supplementary Conditions Section 13.10.

19. **CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS**
(A.) A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT: (1) THE PRIOR COMPLETION AND CITY’S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING; AND (2) WHEN REQUIRED, THE CONTRACT WORKER’S RECEIPT OF A CITY ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE CITY FACILITY(S) TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS A CITY FACILITY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.

(B.) Badge Access Procedures. An authorized City of Phoenix badge application form is available at the City of Phoenix Badging Office, 251 W. Washington St., 2nd Floor, Phoenix, AZ 85003-1611. Each Contract Worker (as defined herein) who is furnishing Standard Risk (as defined herein) or Maximum Risk (as defined herein) services under this Agreement shall submit to the City of Phoenix, Banking & Cashiering Division, 251 W. Washington, 3rd Floor, Phoenix, AZ 85003-1611: (i) a fully completed and authorized City of Phoenix badge application form; (ii) a check in the initial badge fee amount listed below made payable to the “City of Phoenix”; and (iii) two forms of identification. One form of identification must be a government issued credential with an accompanying photograph. The second form of identification must be a valid passport; military issued identification card; immigration and naturalized services identification card; social security card; or an original birth certificate. After receipt of the badge application and payment, the Contract Worker will proceed to the badging office for processing of the badge application and issuance of the badge. The City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker shall comply with all requirements and furnish all requested information within five (5) business days from initial submission of the badge application or the subject Contract Worker’s badge application shall be rejected.

(C.) Key Access Procedures. If the Contract Worker’s services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. The key issue/return form is available at and the completed form shall be submitted to the badging office at the address above.

(D.) Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to their local police department and must obtain a police department report (PDR) prior to re-issuance of any lost or stolen badge or key. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees listed below prior to issuance of a new badge or key.

(E.) Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City at the badging office within one (1) business day of when the Contract Worker’s access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker’s badge and key(s) upon the termination of the Contract Worker’s employment; when the Contract Worker’s services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

(F.) Contractor’s Default; Liquidated Damages; Reservation of Remedies for Material Breach. Contractor’s default under this Section shall include, but is not limited to the following: (i) Contract Worker gains access to a City facility(s) without the proper badge or key; (ii) Contract Worker uses a badge or key of another to gain access to a City facility; (iii) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (iv) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (v) Contractor fails to collect and timely return Contract Worker’s badge or key upon termination of Contract Worker’s employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary.
to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. The parties agree that Contractor’s failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, the Contractor shall be liable for and shall pay to the City the sum of one thousand dollars ($1,000.00) for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City’s actual damages in the event that Contractor breaches this Section. The parties further agree that three (3) breaches by Contractor of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Contractor of this Section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

(G.) Badge and Key Fees
The badge and key fee under this Agreement shall be $55.00 whether for initial badge/key or replacements. The City reserves the right to amend these fees upon thirty (30) days prior written notice to Contractor.

20. LAWFUL PRESENCE REQUIREMENT
Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

21. BUSINESS AND OPERATION LICENSES, PERMITS AND CERTIFICATIONS REQUIRED
Prior to bidding on this project, the bidder must possess the correct license to perform the work described in the plans and specifications. Prior to award of the contract, the successful bidder must provide to the Contract Procurement Section its Contractor’s License Classification and number, its City of Phoenix Privilege License number and Federal Tax Identification number.

Bidder shall submit the Bidder’s Disclosure Statement as set forth in Pages B.D.S. - 1 to B.D.S. - 4 within 3 days of bid opening by 5 p.m.

Unless provided otherwise in this solicitation, Bidder will be deemed non-responsive and the bid rejected if Bidder fails to possess the proper Contractor’s and Business Licenses at the time of bid or fails to submit a substantially completed Bidder’s Disclosure Statement as specified above.

22. TAX LIABILITIES; DISCLOSURE OF CONVICTIONS AND BREACH(S) OF CONTRACT
On or before the award of the contract for this project, the successful bidder shall: (i) file all applicable tax returns and shall make payment for all applicable State of Arizona and Maricopa County Transaction Taxes (ARS Sec. 41-1305) and City of Phoenix Privilege License Taxes (Phoenix City Code Sec.14-415); (ii) disclose any civil fines, penalties or any criminal convictions, other than for traffic related offenses, for violation of federal, state, county or city laws, rules or regulations including, but not limited to, environmental, OSHA, or labor compliance laws (collectively “Laws”) by Bidder, Bidder’s directors, managing members, responsible corporate officers or party who will be responsible for overseeing and administering this project (collectively
"Bidder"); and (iii) disclose any material breach(s) of an agreement with the City of Phoenix, any
termination for cause or any litigation involving the City of Phoenix occurring within the past three
calendar years. Unless provided otherwise in this solicitation, the successful bidder shall be
deemed non-responsible and the bid rejected for any of the following: (i) Bidder's civil or criminal
conviction, other than for traffic related offenses, for a violation of Laws within the past three
calendar years; (ii) liability or culpability resulting in payment of fines or penalties in the cumulative
total amount of $100,000 or greater for a violation of "Laws" within the past three calendar years;
(iii) material breach of a City of Phoenix agreement, termination for cause or litigation with the City
of Phoenix within the past three calendar years; and (iv) Bidder’s failure to disclose the information
as required by this provision. Further, after award of contract, in addition to any other remedy,
Bidder’s failure to remit proper taxes to the City of Phoenix may result in the City withholding
payment pursuant to Phoenix City Charter Chapter XVIII, Section 14 until all delinquent taxes,
interest, and penalties have been paid.

State and Local Transaction Privilege Taxes
In accordance with applicable state and local law, transaction privilege taxes may be applicable to
this transaction. The state and local transaction privilege (sales) tax burden is on the person who is
conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the
person conducting business in Arizona. Any failure by the Engineer to collect applicable taxes from
the City will not relieve the Engineer from its obligation to remit taxes.

It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look
at the price or offer submitted and will not deduct, add or alter pricing based on speculation or
application of any taxes, nor will the City provide advice or guidance.

If you have questions regarding your tax liability, please seek advice from a tax professional prior to
submitting your bid. You may also find information at https://www.phoenix.gov/finance/plt or
https://www.azdor.gov/Business.aspx. Once your bid is submitted, the Offer is valid for the time
specified in this Solicitation, regardless of mistake or omission of tax liability.

If the City finds over payment of a project due to tax consideration that was not due, the Engineer
will be liable to the City for that amount, and by contracting with the City agrees to remit any
overpayments back to the City for miscalculations on taxes included in a bid price.

Tax Indemnification
Engineer will, and require the same of all subconsultants, pay all federal, state and local taxes
applicable to its operation and any persons employed by the Engineer. Engineer will, and require
the same of all subconsultants, hold the City harmless from any responsibility for taxes, damages
and interest, if applicable, contributions required under federal, and/or state and local laws and
regulations and any other costs including transaction privilege taxes, unemployment compensation
insurance, Social Security and Worker’s Compensation.

Tax Responsibility Qualification:
Engineer may be required to establish, to the satisfaction of City, that any and all fees and taxes
due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or
similar excise taxes, are currently paid (except for matters under legal protest).

Engineer agrees to a waiver of the confidentiality provisions contained in the City Finance Code
and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction
Privilege Taxes or Use Taxes.

Engineer agrees to provide written authorization to the City Finance Department and to the Arizona
State Department of Revenue to release tax information relative to Arizona Transaction Privilege

Taxes or Arizona Use Taxes in order to assist the Department in evaluating Engineer’s qualifications for and compliance with contract for duration of the term of contract.

23. **LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED)**

The Contractor shall provide an easily accessible area to serve the construction site that is dedicated to the separation, collection and storage of materials for recycling including (at a minimum) paper, glass, plastics, metals, and designate an area specifically for construction and demolition waste recycling. The Contractor must provide documentation that the materials have been taken to a Maricopa County approved recycling facility.

24. **PROTEST PROCEDURES**

A bidder wishing to file a protest for the subject project shall comply with Phoenix City Code Chapter 2, Section 188.

25. **UTILITY-RELATED CONSTRUCTION DELAY DAMAGES CLAIM PROCEDURES**

The following procedure is intended to provide a fair and impartial process for the settlement of construction delay claims associated with unknown or improperly located utility facilities.

The Contractor shall immediately notify, in writing, the Project Engineer of any potential utility-related delay claim.

The Contractor shall immediately notify the appropriate liaison of the affected utility verbally, followed by a written notification.

The Contractor shall coordinate an investigation of the situation with the affected utility and the City's Utility Coordinator. After resolution, the Contractor will provide written notification of the settlement of the claim to all affected parties.

If the affected utility makes a decision to handle negotiations for a claim, their personnel will be responsible for monitoring the project and all negotiations with the Contractor regarding the claim.

The Contractor shall determine to document requirements of the affected utility for their acceptance of responsibility for the claims. The Contractor shall provide four (4) copies of the required documentation to the utility involved and two (2) copies of this documentation to the Project Engineer. The Contractor shall obtain written confirmation from the utility company involved of their documentation requirements.

26. **PROMPT PAYMENT**

A. **Contractor Payment to Subcontractor or Supplier.** Contractor shall pay its subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the City. The Contractor shall pay for the amount of work performed or materials supplied by each subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the Contractor shall result in a corresponding reduction to subcontractors or suppliers who have performed satisfactory work. Contractor shall pay subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction to the Contractor. No Contract between Contractor and its subcontractors and suppliers may materially alter the rights of any subcontractor or supplier to receive prompt payment and retention reduction as provided herein. If the Contractor fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and Contractor agrees that the City may take such actions: (1) to hold the Contractor in default under this agreement; (2) withhold future payments including retention until proper payment has been made to subcontractors or
suppliers in accordance with these provisions; (3) reject all future bids from the Contractor for a period not to exceed one year from substantial completion date of this project; or (4) terminate agreement.

B. Alternative Dispute Resolution Between Contractor and Subcontractor or Supplier. If Contractor’s payment to a subcontractor or supplier is in dispute, Contractor and subcontractor or supplier agree to submit the dispute to any of the following dispute resolution processes within fourteen (14) calendar days from the date of any party gives notice to the others: (a) binding arbitration; (b) a form of alternative dispute resolution (ADR) agreeable to all parties or (c) a City of Phoenix facilitated mediation. When disputed claim is resolved through ADR or otherwise, the Contractor and subcontractor or supplier agrees to implement the resolution within seven (7) calendar days from the resolution date.

C. Inspection and Audit. Contractor, its subcontractors and suppliers shall comply with A.R.S 35-214 and the City shall have all rights and remedies to inspect and audit the records and files of Contractor, subcontractor or supplier, as afforded the State of Arizona in accordance with the provisions of A.R.S. Section 35-214.

D. Non-Waiver. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

E. Inclusion of Provisions in Subcontracts. Contractor shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

F. No Third Party Benefits or Rights. Nothing contained in this Agreement is intended to benefit or confer any rights on any person or entity not a party to this Agreement, and no such person or entity, including but not limited to other Contractors, subcontractors or suppliers, may assert any claim, cause of action, or remedy against the City hereunder.

27. CHANGE ORDERS

Owner reserves the right to decrease adjustments made in any change order if, upon audit of Contractor’s records, the audit discloses Contractor provided false or inaccurate cost and pricing data in negotiating the change order. In enforcing this provision, the parties shall follow the procedure provided in the Federal Acquisition Regulation (FAR) clause 52.214-27, found in 48 CFR Part 52.

28. ADA AND ANSI ACCESS OF PREMISES DURING CONSTRUCTION

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

29. PROJECT MANAGEMENT INFORMATION SYSTEM (PROMIS)

The Public Works Department Project Manager may determine that use of PROMIS will be required during this contract. The following information provides a guideline for utilization. Any questions related to the requirements of PROMIS should be directed to the Public Works Project Manager.

A. The Contractor will be required to maintain all project records in electronic format. The City provides an Application Service Provider (ASP) web based project management database which
the Contractor will be required to utilize in the fulfillment of the contract requirements. Although this electronic platform does not fulfill this requirement in its entirety, the Contractor will be required to utilize this platform as the basis for this work.

B. The Contractor can expect to use this ASP to process all primary level tri-partite contract documents related to the design or construction phase of the Project including but not limited to: requests for interpretation/information, change orders, construction meeting minutes, submittals and Payment Requests.

C. The Contractor will be required to process information into electronic digital form. In order to fulfill this requirement, the Contractor shall provide all necessary equipment to perform the functions necessary to generate, convert, store, maintain, connect to web based ASP and transfer electronic data.

D. The Contractor shall provide a computerized networked office platform with broadband internet connectivity. Wired or wireless is acceptable. This platform shall function well in a web based environment utilizing an internet browser compatible with the City PROMIS ASP system.

PROMIS training will be provided through the City of Phoenix. Contact information will be provided to the firms under contract, to establish the set up with a log-in and password.

30. **PAYMENT RETENTION**

At the start of construction, ten percent of all pay requests shall be retained by the City to guarantee complete performance of the contract. When the work is fifty percent complete, this amount may be reduced to five percent providing that construction progress and quality of work is acceptable to the City. Any funds, which are withheld from the Contractor, will be paid no later than sixty days after completion of the Contract and settlement of all claims.

In lieu of retention, the Contractor may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by Arizona, securities guaranteed by the United States, securities of the United States, the state of Arizona, Arizona counties, Arizona municipalities, Arizona school districts, or shares of savings and loan institutions authorized to transact business in Arizona.

Securities deposited in lieu of retention must be deposited into a separate account with a bank having a branch located in the City of Phoenix and be assigned exclusively for the benefit of the City of Phoenix pursuant to the City's form of escrow agreement.

CDs assigned to the City must be maintained in the form of time deposit receipt accounts. CDs shall be assigned exclusively for the benefit of the City of Phoenix pursuant to the City's form of escrow agreement.

Escrow Agreement forms may be obtained from the Contract Specialist assigned to the project.

31. **FAIR TREATMENT OF WORKERS**

The Contractor shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring fair and equal treatment for all employees and against unfair employment practices, including OSHA and the Fair Labor Standards Act (FLSA). The Contractor shall protect and indemnify the Contracting Agency and its representatives against any claim or liability arising from or based on the violation of such, whether by himself or his employees.
32. **CITY OF PHOENIX EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT**

A. In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

B. Any Contractor in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability nor otherwise commit an unfair employment practice. The Contractor shall ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability and will adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

If the Contractor employs more than thirty-five employees, the following language shall apply as the last paragraph to the clause above:

The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

C. **Documentation.** Contractor may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

D. **Monitoring.** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

33. **NO ISRAEL BOYCOTT**

By entering into this contract, the Engineer/Contractor certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.
Project No.: 7530130000
Project Description: Cholla Branch Library Elevator Modernization Project

Below is a listing of possible trade areas for this project.
These were the trade areas identified in the goal setting process.
However, the contractor may identify additional trade areas to be used.

Only SBE subcontractors certified by the City of Phoenix under Chapter 18, Article VII of the Phoenix City Code are eligible to fulfill the participation goals as stated. A firm's certification must be current and in force at the date and time of the bid. The most current electronic listing of all certified SBE firms can be accessed through the Internet at:
https://phoenix.diversitycompliance.com/

SBE: 0 %
SUPPLEMENTARY CONDITIONS

The General Conditions of the Contract for Construction, AIA Document A201-1987, Fourteenth Edition, Pages 1-24, hereafter referred to as General Conditions, are hereby incorporated into and made part of these Contract Documents the same as if bound herein in full.

AIA DOCUMENT A-201
1987 EDITION
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

MODIFICATIONS: The preceding General Conditions will be modified according to the Supplementary Conditions. All provisions of the General Conditions will remain in effect unless voided or otherwise modified by these Supplementary Conditions.

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Delete everything after "(3)" and substitute the following in line eight:

"a written order for a minor change in the work issued by the Engineer. The contract documents do include other documents such as Bidding Requirements, Advertisement, or Invitation to Bid, Instructions to Bidders, Sample Forms, the Contractors bid and, Addenda issued prior to bidding."

1.1.2 THE CONTRACT

Delete the word "Modification" and substitute "Change Order" in line five.

Delete the last sentence.

1.1.4 THE PROJECT

Delete this division and substitute the following:

"The project is a specific coordinated construction or similar undertaking identified by a single project number and bid and awarded as one contract. On occasion, two (2) or more projects may be bid and awarded as a single contract. It may include construction by the Owner or by separate Contractors."

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1

Delete this division.

1.2.3

Delete everything after "them" in line seven.

1.2.5

Add the following to the end of the division:

"Unless otherwise provided in the Contract Documents:

.1 On the drawings, given dimensions will take precedence over scaled measurements, and large-scale drawings over small-scale drawings."
Before ordering materials or doing work, the Contractor and each Subcontractor will verify measurements at the project site and will be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings. Differences which may be found will be submitted to the engineer for resolution before proceeding with the work.

If a change in the work is found necessary due to actual field conditions, the Contractor will submit detailed drawings of such departure for the review of the Engineer before making the change.

Add the following new divisions:

"1.2.6 If the Contractor observes errors, discrepancies or omissions in the contract documents, he will promptly notify the Engineer and request clarification. If the Contractor proceeds with the work affected by such errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such circumstances made by the Contractor prior to clarification by the Architect, will be at the Contractor's risk and the settlements of complications or disputes arising therefrom will be at the Contractor's sole expense.

1.2.7 In general, the drawings indicate dimensions, positions and details of constructions. The specifications describe qualities of material and methods of workmanship. Work described in the specifications, shown on the drawings, and work dependent upon or necessary, will be executed in a workmanlike manner and will be of materials best adapted to the purpose where such work or materials are not specifically mentioned.

1.2.8 In the event of any inconsistency, conflict, or ambiguity between or among the contract documents; specifications take precedence over plans. The special provision specifications will have precedence over the technical specifications. If cited, Federal Provisions will have precedence over the general provision specifications. The general provision specifications will have precedence over the plans.

1.2.9 In the event conflicts occur between the drawings and specifications, the Contractor is deemed to have estimated the more expensive method unless he has asked for and received, prior to the bid, a written decision from the Engineer determining which method or material will be required."

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Delete this division and substitute the following:

"1.3.1 DATA CONFIDENTIALITY

As used in the Contract, “data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Contract.

The parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor’s or its subcontractor’s performance of this Contract is confidential and proprietary information belonging to the City.

Except as specifically provided in this Contract, the Contractor or its subcontractors will not divulge data to any third party without prior written consent of the City. The Contractor or its subcontractors will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided the Contractor or its subcontractors have first given the required notice to the City:
A. Data which was known to the Contractor or its subcontractors prior to its performance under this Contract unless such data was acquired in connection with work performed for the City;

B. Data which was acquired by the Contractor or its subcontractors in its performance under this Contract and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor’s or its subcontractor’s knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or

C. Data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractor’s are subject.

In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor will first notify the City as set forth in this section of the request or demand for the data. The Contractor or its subcontractors will give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

The Contractor, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, the Contractor or its subcontractors will promptly deliver, as set forth in this section, a copy of all data to the City. All data will continue to be subject to the confidentiality agreements of this Contract.

The Contractor or its subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section will be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Contract without notice.

**Personal Identifying Information - Data Security.** Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by Contractor or its subcontractors in connection with this Contract is believed to have been compromised, Contractor or its subcontractors will immediately notify the Project Manager and City Engineer. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this Section will be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

The obligations of Contractor or its subcontractors under this Section will survive the termination of this Contract."

1.3.2 **CONFIDENTIALITY OF PLANS & SPECIFICATIONS**

Any plans generated for this project must include the following statement in the Title Block on every page: “Per City of Phoenix City Code Chapter 2, Article 1, Section 2-28, these plans are for official use only and
may not be shared with others except as required to fulfill the obligations of Architect’s contract with the City of Phoenix.”

1.4 CAPITALIZATION

1.4.1 Delete everything after the word "document" in line four.

ARTICLE 2

OWNER

2.1 DEFINITION

2.1.1 Delete this division and substitute the following:

"The Owner is the City of Phoenix, Arizona, acting through the City Engineer or his authorized representative. The term “Engineer” in this contract will mean the City Engineer or his authorized representative."

2.1.2 Delete the words "mechanics lien" and substitute "Contractor's" in line four.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.3 Delete this division and substitute the following:

"The Owner will be responsible for permit and review fees for the following items only: building permits, grading and drainage, water, sewer, landscape, and demolition. The Owner will also pay for utility design fees for permanent services only and Certificates of Occupancy. The Contractor will be responsible for all other permits and review fees not listed above."

2.2.5 Delete this division and substitute the following:

"The Contractor will be furnished, free of charge, seven (7) copies of the Drawings and Specifications. Additional copies will be furnished at the cost of reproduction, postage and handling."

Add the following new division:

2.3 OWNER’S RIGHT TO STOP THE WORK

"2.3.2 Owner may, at its discretion and without cause, order Contractor in writing to stop and suspend the Work. Immediately after receiving such notice, the Contractor will discontinue advancing the work specified under this Agreement. Such suspension will not exceed one hundred and eighty (180) consecutive Days during the duration of the Project.

Contractor may seek an adjustment of the Contract Price and Time, if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of work by City."

2.4 OWNER’S RIGHT TO CARRY OUT THE WORK

2.4.1
Insert the words "and all other consultants" immediately after the word "Architect's" in line 15. Delete the sentence starting with "Such action ....." in line 17.

ARTICLE 3

CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following new division:

"3.2.4 The Contractor will establish and maintain all building and construction grades, lines, levels, and benchmarks, and will be responsible for accuracy and protection of same. This work will be performed by a licensed civil engineer or surveyor."

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following new division:

"3.3.5 The Contractor will file with the Engineer, the names, addresses, and telephone numbers of representatives who can be contacted, at any time, in case of emergency. These representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice."

3.4 LABOR AND MATERIALS

3.4.2

Add the following new subdivision:

".1 Any person employed by the Contractor or any Subcontractor who, in the opinion of the Engineer, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly will, at the written request of the Engineer, be removed from the work by the Contractor or Subcontractor employing such person, and will not be employed again in any portion of work without the written approval of the Engineer. The Contractor or Subcontractor will keep the contracting agency harmless from damages or claims which may occur in the enforcement of this section."

Add the following new division:

"3.4.3 Only materials and equipment which are to be used directly in the work will be brought to and stored on the project site by the Contractor. When equipment is no longer required for the work, it will be removed promptly from the project site. Protection of construction materials and equipment stored at the project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor."

3.5 WARRANTY

3.5.1

Delete the word "may" and substitute "will" in line nine.

Delete the word "Architect" and substitute "Owner or his representative" in line 13.

Add the following new division:

"3.5.2 The Contractor will complete repairs of any problems or defects within fourteen (14) calendar days. In case of an emergency, the Contractor will repair any construction problems or defects within 24 hours. Emergency problems or defects will include but not be limited to roofing, plumbing, electrical, cooling and heating."

3.7 PERMITS, FEES AND NOTICES
3.7.1
Delete the words "the building permit and other" in line two.

Add the following new sentence:
"In all cases, the Contractor will notify the appropriate permitting agency to permit proper inspection by the agency concerned."

3.7.2
Add the following new sentence:
"The Contractor will protect and indemnify the Owner against any claim or liability arising from or based on the violation of such, whether by himself or his employees."

3.9 SUPERINTENDENT

3.9.1
Add the following new sentence:
"The Superintendent will not be removed or replaced without the written approval of the Engineer."

Add the following new division:
"3.9.2 Any Superintendent, who, in the opinion of the Engineer, does not perform his work in a safe, proper and skillful manner or is intemperate or disorderly will, at the written request of the Engineer be removed from the work. He will not be subsequently employed in any portion of the work without the written approval of the Engineer. The Contractor or Subcontractor will keep the City harmless from damages or claims for compensation which may occur in the enforcement of this section."

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

3.10.1
Add the following new sentence:
"The Owner has the right to reject a schedule which adversely affects the Owner's operation and use of the site."

3.10.2
Insert the words "Owner's and" after the word "for the" in line one.

3.15 CLEANING UP

3.15.2
Delete this division and substitute the following:
"If the Contractor fails to clean the project site within 48 hours after written notice, the Owner may do so and twice the cost thereof will be deducted from the next pay request."

3.16 ACCESS TO WORK

3.16.1
Delete this division and substitute the following:
"The Contractor will provide Owner or its designated representative access to the work in preparation or in progress wherever located."

3.18 INDEMNIFICATION

Delete this division and substitute the following:

"3.18 INDEMNIFICATION

3.18.1 Contractor agrees to indemnify, defend, save and hold harmless the City of Phoenix and its officers, agents and employees (and any jurisdiction or agency issuing permits for any work included in the project, and its officers, agents and employees), ("Indemnitee") from all claims, actions, liabilities, damages, losses or expenses, (including court costs, attorney’s fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Contract. This indemnity includes any Claim or amount arising out of or recovered under workers’ compensation law or on account of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the City’s award of this Contract, Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Contract. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

Add the following division:

"3.19 MATERIALS CONTAINING ASBESTOS

3.19.1 Materials containing asbestos and/or lead in any form are unacceptable to incorporate into the project unless formally accepted in writing by the City of Phoenix. This written approval will take place prior to the material being incorporated into the project and/or brought to the site.

3.19.2 Repair kits or touch-up materials, materials that include asbestos and/or lead introduced into the product at the factory or applied at the assembly plant are all unacceptable. Any and all field-applied products that are comprised of asbestos and/or lead containing materials are also unacceptable.

3.19.3 If asbestos and/or lead are installed without written approval by City of Phoenix, the Contractor will remove these materials at his expense and dispose of these materials in accordance with all state and federal laws and pay for the supervision and reporting costs in addition to the cost to properly remove them."

Add the following division:

"3.20 DISPOSAL OF SURPLUS MATERIAL WHICH DOES NOT CONTAIN ASBESTOS

3.20.1 All surplus and/or waste material may be disposed of at the Contractor’s discretion subject to the following conditions:

a. If the City landfills are used, the Contractor will pay the normal dumping fee.

b. If private property within the City limits is used, the Contractor will obtain written permission from the property Owner and deliver a copy of this Agreement to the Engineer prior to any hauling or dumping. All disposal and grading will be in strict conformance with the City of Phoenix Grading and Drainage Ordinance. The Contractor will obtain and pay for the necessary permit(s).

c. If the surplus material is disposed of outside the City limits, the Contractor will comply with all applicable laws/ordinances of the agency concerned and be responsible for all cost incurred."
3.20.2 No measurement or direct payment will be made for the hauling and disposal of surplus and/or waste material, the cost will be incidental to the cost of the project.”

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1

Delete this division and substitute the following:

"The Architect is the Architect of Record or the Engineer's licensed architectural representative."

4.1.3

Delete this division.

4.1.4

Delete this division.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.2

Insert the words "unless specifically contracted to do so" following the word "Work" in line eight.

4.2.5

Delete everything following the word "Contractor" in line three.

4.2.8

Delete the words "and Construction Change Directives" in line one.

4.2.9

Delete the words "issue a final Certificate for Payment upon compliance with the requirements of the contract documents," and substitute "certify the Contractor's final application for payment," in line six.

4.2.10

Delete the last sentence.

4.3 CLAIMS AND DISPUTES

4.3.2

Delete this division and substitute the following:

"DECISION OF THE ENGINEER. Claims, including those alleging an error or omission by the Architect, will be referred to the Engineer for action as provided in Section 4.4. A decision by the Engineer, as provided in division 4.4.4, will be required as a condition precedent to litigation of a claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the work; (2) the extent to which the work has been completed. The decision by the Engineer in response to a claim will not be a condition precedent to litigation in the event:"
1. the Engineer has not received evidence or has failed to render a decision within agreed time limits.

2. the Engineer has failed to take action required under subparagraph 4.4.4 within thirty (30) days after the claim is made.

3. forty-five (45) days have passed after the claim has been referred to the Engineer.

4.3.3
Delete the words "in a timely manner" and substitute "in accordance with the time limitations of this division" in line seven.

4.3.4
Delete the words "including arbitration" in line two.

4.3.5.3
Delete the word "special" in line one.
Add the following new subdivision:
".4 faulty or defective work appearing after final payment is made."

4.3.6
Delete the words "referred to the Architect for initial determination" in line 25.

4.3.7
Delete the last sentence and substitute the following:
"If the Contractor believes additional cost is involved for reasons including, but not limited to:

1. a written interpretation by the Engineer or his representative,

2. an order by the Owner to stop the work when the Contractor was not at fault,

3. a written order for a minor change in the work issued by the Engineer or his representative,

4. the Owner's breach of contractual or statutory payment provisions,

5. termination of the contract by the Owner,

6. Owner's suspension or,

7. other reasonable grounds.

claims will be filed in accordance with the procedure established herein."

4.3.8.2.
Add the following new sentence:
"No extended overhead will be paid for weather and/or acts of God delays."

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1
Delete the words "take action" and substitute "make a recommendation to the Engineer." in line five.

Delete the words "recommend ......party" and substitute "after reviewing recommendations with the Engineer, either approve the claim or suggest a compromise" in line six.

Delete the words "or (5) suggest a compromise" in line seven.

Delete the word "Architect" and substitute "Engineer" in line eight.

4.4.4

Delete this division and substitute the following:

"If a claim has not been resolved after consideration of the foregoing or of further evidence presented by the parties or requested by the Engineer, he will notify the parties in writing that his decision will be made within seven (7) days. That decision will be final and binding on all parties. The Engineer's written decision will include changes in the contract price and/or the contract time. If it appears likely the Contractor may default the contract, the Engineer will notify the surety and request their assistance to resolve the claim.

4.5 ARBITRATION

Delete this section.

ARTICLE 5

SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1

Delete this division and substitute the following:

"Unless otherwise stated in the contract documents or the bidding requirements, the Contractor, within 24 hours after bid opening, will furnish in writing to the Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated for a special design) proposed for each principal portion of the work. The Engineer will promptly reply to the Contractor in writing stating whether or not the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Engineer to reply within fifteen (15) calendar days will constitute notice of no reasonable objection."

5.2.2

Delete the words "Owner or Architect" and substitute "Engineer" in line two.

5.2.3

Delete this division and substitute the following:

"If the Engineer has reasonable objections to a person or entity proposed by the Contractor, the Contractor will either substitute a Subcontractor acceptable to the Engineer or will withdraw his bid in accordance with City procedures."

5.2.4

Delete the term "Owner and Architect" and substitute "Engineer" in line two.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete this Section.
ARTICLE 6
CONSTRUCTION BY OWNER
OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
Delete everything after the word "insurance" in line six.

6.1.4
Delete this division.

6.2.2
Delete the word "Architect" and substitute "Engineer" in line five.

6.2.5
Delete the words "provided the separate Contractor has reciprocal obligations." in line three.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1
Delete this division and substitute the following:

"If the Contractor fails to clean the project site within 48 hours after receiving written notice, the work may be done by the owner and twice the actual cost will be deducted from the next pay request."

ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

7.1.1
Delete this division and substitute the following:

"The City reserves the right to make, at any time during the progress of the work, such alterations in the details of construction and such increases or decreases in quantities as may be found necessary or desirable. Such alterations and changes will not invalidate the contract nor release the surety and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract. The Engineer will issue Change Orders to cover alterations in the work."

7.1.2
Delete this division and substitute the following:

"Changes in the work may be accomplished by Change Order or an order for a minor change in the work without invalidating the contract. These changes are subject to the limitations stated in this article and elsewhere in the contract documents.

7.1.3
Delete this division and substitute the following:
"A Change Order will be based upon agreement between the Owner and the Contractor."

Add the following new division:

"7.1.5 Changes in the work will be performed under applicable provisions of the Contract Documents, and the Contractor will proceed promptly, unless otherwise provided in the Change Order."

7.2 CHANGE ORDERS

7.2.1
Delete this division and substitute the following:

"A change order is a written instrument signed by the Owner and Contractor and authorized by the City Council stating their agreement upon all of the following:

.1 a change in the work,
.2 the amount of adjustment in the contract sum, if any, and
.3 the extent of the adjustment in the contract time, if any.

7.2.2
Delete the words "7.3.3." and substitute "7.2.3" in line two.

Add the following new divisions:

"7.2.3 If the Contract Change Order provides for an adjustment to the contract sum, the adjustment will be based on one of the following methods:

.1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluations;
.2 unit prices stated in the contract documents, adjusted as per division 7.1.4, or subsequently agreed upon;
.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fee, or;
.4 when the Owner and the Contractor cannot agree, the Owner may direct the Contractor to proceed with the work, with payments to be made per actual costs, as described in division 7.2.4.

.5 markups see CHANGE ORDER REQUEST MARKUPS AND WORKSHEET, SC-29.

7.2.4 If the Contractor and the Engineer cannot agree on the adjustment to the contract sum, the method and the amount of the adjustment will be determined by the Engineer based on reasonable expenditures including a reasonable allowance for overhead and profit. In such case, and also under subdivision 7.2.3.3, the Contractor will keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the contract documents, costs for the purposes of this division will be limited to the following:

.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' and Workmen's Compensation Insurance;
.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or insured;
rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the work, and;

additional costs of supervision and field personnel directly attributable to the change.”

7.2.5 The overhead and profit allowance for actual cost referred to in Division 7.2.4 will be as indicated in CHANGE ORDER REQUEST MARKUPS AND WORKSHEET.

.1 Work performed by Subcontractors: If it is determined by the Engineer that portions of the actual cost work to be performed requires specialized labor or equipment not normally used by the Contractor and such work is then authorized to be performed by a Subcontractor(s), the Subcontractor(s) will be paid by the Contractor in accordance with the actual cost work procedures outlined herein. The Contractor will be paid by the Owner the full amount of the subcontract plus percentages for administration and supervision: per CHANGE ORDER REQUEST MARKUPS AND WORKSHEET.

.2 Work Performed by Other Sources: If the Owner has work performed by other sources, the Owner will deduct from monies due or to become due to the Contractor, the full amount of the cost of accomplishing the work by other sources plus percentages for administration and supervision per CHANGE ORDER REQUEST MARKUPS AND WORKSHEET.

7.2.6 The Engineer is in charge of actual cost work and has the authority to suspend operations, and to refuse to pay for any labor or equipment which the Engineer feels is not doing productive work.

7.2.7 If the Owner and the Contractor do not agree with the adjustment in contract time or the method for determining it, the adjustments or the method will be determined by the Engineer.”

7.3 CONSTRUCTION CHANGE DIRECTIVES

Delete this Section and substitute the following:

"7.3 MINOR CHANGES IN THE WORK

7.3.1 The Engineer has authority to order minor changes in the work not involving adjustments in the contract sum or extension of the contract time inconsistent with the intent of the contract documents. Such changes will be affected by written order and will be binding on the Owner and Contractor. The Contractor will carry out such written orders promptly.”

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.2

Delete the word "Agreement" and substitute "Notice to Proceed" in line two.

8.2 PROGRESS AND COMPLETION

8.2.2

Delete the last sentence.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1
Delete the words "or by delay authorized by the Owner pending arbitration." in line six.
Delete the word "Architect" and substitute "Engineer" in lines eight and ten.

ARTICLE 9
PAYMENTS AND COMPLETION

9.3 APPLICATION FOR PAYMENT

9.3.1
Delete the words "At least ten days before the date established for each progress payment," in line one.
Insert the words "on the monthly anniversary of the Notice to Proceed" after the word "Architect" in line two.

9.3.1.1
Delete this subdivision and substitute:

"At least five (5) working days prior to the date established for a progress payment application, the Contractor will meet with the Architect to review the progress of the work as it will be reflected in the payment application."

9.3.1.2
Insert the sentence "Progress payments will be made in accordance with A.R.S. 34-221." at the beginning of the subdivision.
Add the following new subdivision:

"9.3.1.3 The Contractor will maintain a place of business in Maricopa County, Arizona, for purposes of receipt of payments."

9.3.2
Add the following to the end of the division:

"All bonds and insurance required for stored materials will be in the Owner's name. Stored materials must be stored within Maricopa County and be accessible for Owner's inspection. Payment for stored material will not be made unless construction progress is in reasonable conformance with the approved schedule. Payment will be made for special order items stored on site or within Maricopa County and accessible for Owner's inspection."

9.3.3
Delete the words "Certificate(s) of Payment" and substitute "Recommendation for Payment" in line five.
Add the following sentence at the end of the division:

"The Contractor will be responsible for all materials delivered to the site for which the Owner has title. The Contractor will be responsible for care, custody and control of such material until it is incorporated into the property."

9.4 CERTIFICATES FOR PAYMENT

Delete "CERTIFICATES FOR PAYMENT" and substitute "RECOMMENDATION FOR PAYMENT" in line one.

9.4.1
Delete this division and substitute the following:

"The Architect, within seven (7) days after receipt of the Contractor's application for payment, will recommend payment by the owner or notify the Contractor and the Engineer in writing of the Architect's reasons for not recommending payment in whole or in part as provided in division 9.5.1 and submit the resulting Recommendation for Payment to the Engineer."

9.4.2
Delete the words "Certificate for Payment" and substitute "Recommendation for Payment" in line one, 13, and 16.

9.5 DECISIONS TO WITHHOLD CERTIFICATION
Delete the words "DECISIONS TO WITHHOLD CERTIFICATION" and substitute "DECISIONS TO WITHHOLD PAYMENT" in line one.

9.5.1
Delete the words "certify payment" and substitute "recommend payment" in line one, six, and 12.
Delete the words "Certificate for Payment" and substitute "Recommendation for Payment" in line two, ten, and 14.

9.5.2
Delete the word "certification" and substitute "recommendation for payment" in line one.

9.6 PROGRESS PAYMENTS

9.6.1
Delete this division and substitute the following:

"After the Architect has approved a Recommendation for Payment as per 9.4.1, the Owner will make payments in the manner and within the time provided in the Arizona Revised Statutes."

9.6.2
Insert the words "in accordance with Arizona Revised Statutes" after the word "Subcontractor" in line one.

9.6.3
Delete this division and substitute the following:

"The Engineer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and the action taken thereon by the Owner on account of portions of the work done by the subcontractor."

9.6.6
Delete the words "Certificate for Payment" and substitute "Recommendation for Payment" in line one.

9.7 FAILURE OF PAYMENT

9.7.1
Delete this division and substitute the following:
"If the Architect does not issue a Recommendation for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within the time allotted by Arizona Revised Statute 34-221, then the Contractor will have recourse in accordance with Arizona Revised Statute 34-221."

9.8 SUBSTANTIAL COMPLETION

9.8.1

Delete this division and substitute the following:

"The date of Substantial Completion of the Project or designated portion thereof is the date certified by the Engineer when construction is sufficiently complete so the Owner can occupy or utilize the project or designated portion thereof for the use for which it was intended. This includes, but is not limited to:

A. Approval by State Fire Marshall and local authorities (Certificate of Occupancy),

B. elevator permit,

C. all systems in place, functional, and displayed to the Architect,

D. all materials and equipment installed,

E. all systems signed off by all consulting engineers,

F. draft O&M manuals and record documents reviewed and accepted by the Architect,

G. owner operation and maintenance training complete,

H. HVAC Test and Balance completed (allow minimum 30 days prior to projected substantial completion),

I. landscaping and site work, and

J. final cleaning."

9.8.2

Delete the words "will fix........within which" in line 24.

Insert the words "within thirty (30) calendar days" after the word "certificate" in line 26.

9.8.3

Delete this division and substitute the following:

"Upon substantial completion of the work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner will make payment for such work or portion thereof as provided in the contract documents. This payment will exclude an amount 2-1/2 times the value of any uncompleted work as determined by the Engineer. This amount will be used at the Owner's sole discretion to complete the work in case of default by the Contractor."

Add the following new division:

"9.8.4 For each and every calendar day that work will remain uncompleted after the time specified for the completion of the work in the proposal, or as adjusted by the Engineer, the sum per calendar day shown in 9.8.4.1, unless otherwise specified in the proposal form, may be deducted from monies due to or to become due to the Contractor, not as forfeit or penalty but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the contracting agency and to the public caused by delay in completion will be impractical and extremely difficult to ascertain and determine and will be as

S.C. – 16

STD PDP Standard Boilerplate w/ AIA Language

Boilerplate Revision 9/16
tabulated in 9.8.4.1. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion or after the date to which the time fixed for its completion may have been extended, will in no way operate as a waiver on the part of the contracting agency of any of its rights under the contract.

9.8.4.1

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9.9 PARTIAL OCCUPANCY OR USE

9.9.1
Delete the word "Architect" and substitute "Engineer" in line 16.
Delete the words "or, if ..........Architect." in line 20.
Add the following new subdivision:

"9.9.1.1 Contractor will be responsible for security, maintenance, and utilities until substantial completion is granted."

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1
Change the beginning of the division to read as follows:

"Upon receipt of written notice that the work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Architect will make such inspection and make recommendations to the Engineer. When the Engineer finds the work acceptable under the contract documents and the contract fully performed, the Architect will promptly issue a final Recommendation for Payment....."

Delete the word "Certificate" and replace with "Recommendation" in line 12.
Delete the words "Certificate for Payment" and replace with "Recommendation for Payment" in line 13.

9.10.2
Delete this division and substitute the following:
"Neither final payment nor any remaining retained percentage will become due until the Contractor submits to the Architect:

.1 an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.

.2 consent of surety to final payment.

.3 If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by the Owner and approved by the Engineer."

9.10.3

Delete the word "Architect" and substitute "Engineer" in line four.

Insert the words "less assessed liquidated damages" after the word "accepted" in line eight.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1.2

Delete this division and substitute the following:

"Unless included in the Scope of Work, if the Contractor encounters onsite material which he reasonably believes to contain asbestos or polychlorinated biphenyl (PCB), he will immediately stop work and report the condition to the Architect and the Engineer. If the material is found to contain asbestos or PCB, the Contractor will not resume work in the affected area until the material has been abated or rendered harmless. If the material is found to contain asbestos or PCB, the Contractor and the Engineer may agree, in writing, to continue work in non-affected areas onsite. An extension of contract time may be granted in accordance with the General Conditions. The Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery."

10.1.3

Add the words "Unless included in the Scope of Work" at the beginning of the division.

10.1.4

Delete this division.

10.2.3

Add the following to the end of division:

"The Contractor will also be responsible, at the Contractor's sole expense, for all measures necessary to protect any property and improvements adjacent to the project. Damages to such property or improvements will be promptly repaired by the Contractor."

10.2.4

Delete this division and substitute the following:

"If the Contractor uses explosives or blasting agents, he will conform to MAG 107.8."
ARTICLE 11

INSURANCE AND BONDS

Delete sections 11.1 through 11.4 and substitute the following:

“11.1 CONTRACTOR’S INSURANCE REQUIREMENTS

11.1.1 Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subconsultants. Contractor and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form
Policy must include bodily injury, property damage, broad form contractual liability and XCU coverage.
General Aggregate/for this Project $2,000,000/1,000,000
Products – Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000

a. The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.

2. Automobile Liability
Bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

a. The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

3. Worker’s Compensation and Employers’ Liability
Workers’ Compensation Statutory
Employers’ Liability
Each Accident $100,000
Disease – Each Employee $100,000
Disease – Policy Limit $500,000

a. Policy must contain a waiver of subrogation against the City of Phoenix.
b. This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Builders’ Risk Insurance or Installation Floater

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

a. The City of Phoenix, the Contractor and subcontractors, must be Insureds on the policy.

b. Coverage must be written on an all risk, replacement cost basis and must include coverage for soft costs, flood and earth movement.

c. Policy must be maintained until whichever of the following must first occur: (1) final payment has been made; or, (2) until no person or entity, other than the City of Phoenix, has an insurable interest in the property required to be covered.

d. Policy must be endorsed such that the insurance must not be canceled or lapse because of any partial use or occupancy by the City.

e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

f. Policy must contain a waiver of subrogation against the City of Phoenix.

g. Contractor is responsible for the payment of all policy deductibles

Off Duty Police Officer Requirements

It is required that the City provide off-duty police officers for construction projects as defined in the most recent edition of the City of Phoenix Traffic Barricade Manual. The Engineer must competitively procure Off Duty Police with vendors who are Authorized Traffic Coordinators with the City of Phoenix Police Department Off Duty Coordinator. The following requirements must be included in the procurement:

1. Hourly fees charged

2. Administrative fees (administrative fees to be charged as a part of the hourly rate, not billed separately)
   a. Pay applications requesting reimbursement for Off Duty Police hours worked will be accompanied with itemized documentation indicating officer name, date worked, hours worked, time of day worked and location.
   b. For audit purposes, Engineer’s files will contain documentation from the successful off duty vendor that the above items are accounted for in the vendor’s price proposal.

3. Insurance Requirements:
   a. Commercial General Liability – Occurrence Form
      Policy must include bodily injury, property damage and broad form contractual liability coverage.

<table>
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<tr>
<td>General Aggregate</td>
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<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$1,000,000</td>
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<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the contract worker.

b. Non-owned Auto Liability $1,000,000
   Coverage must be provided if a City of Phoenix Police vehicle is being used in the performance of the off-duty traffic control services.

   The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the use and operation of a City vehicle.

c. Worker's Compensation and Employers' Liability
   Workers' Compensation Statutory
   Employers' Liability
   Each Accident $100,000
   Disease – Each Employee $100,000
   Disease – Policy Limit $500,000

   Policy must contain a waiver of subrogation against the City of Phoenix.

B. Additional Insurance Requirements

   The policies must include, or be endorsed to include, the following provisions:

   1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

   2. The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

   3. With regard to general liability, the City of Phoenix is named as an additional insured for both products completed operations and premises operations.

C. Notice of Cancellation

   For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be sent directly to the City of Phoenix Contract Specialist listed on Page I.B.-1 of these specifications and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers

   Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage

   Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

   All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
All certificates required by this Contract must be sent directly to the City of Phoenix Contracts Specialist listed on Page I.B. - 1 of these specifications. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

F. **Subcontractors**

Contractors’ certificate(s) must include all subcontractors as additional insureds under its policies or subcontractors must maintain separate insurance as determined by the Contractor, however, subcontractor’s limits of liability must not be less than $1,000,000 per occurrence/$2,000,000 aggregate.

G. **Approval**

Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.”

11.2 PERFORMANCE AND PAYMENT BOND

11.2.1

The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

11.2.2

Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.3 REQUIREMENTS OF CONTRACT BONDS

11.3.1 **Surety Bond**

A bid security is necessary at the time of the bid opening.

11.3.2 **Performance and Payment Bond**

Contractor shall obtain, at its own expense performance and payment, bonds, as required by A.R.S. 34-222. Contractor warrants that its payment and performance bonds fully comply with A.R.S. 34-222. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of the Contract. The bonds shall be made payable and acceptable to the City of Phoenix. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official. If one Power of Attorney is submitted, it shall be for twice the total Contract amount. If two Powers of Attorney are submitted, each shall be for the total Contract amount. Personal or individual bonds are not acceptable. Failure to comply with these provisions will be cause for rejection of the bidder’s proposal.

11.3.3 **Copies to Potential Beneficiaries**

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
11.3.4 Bonding Companies

All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of “A- or better for the prior four quarters” by the A.M. Best Company. Failure to provide an “A- or better for the prior four quarters” bond will result in bid rejection.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1

Delete the word "Architect" and substitute "Engineer" in line four.

12.1.2

Delete the word "Architect" and substitute "Engineer" in line two.

12.2. CORRECTION OF WORK

12.2.1

Delete the word "Architect" and substitute "Engineer" in line two.

12.2.2

Delete the words "The Contractor will correct it promptly" substitute "The Contractor will begin necessary repairs within fourteen (14) days" in line seven.

Delete the word "promptly" and substitute "thirty (30) days" in line 16.

12.2.4

Delete the word "Architect" and substitute "Engineer" in line five.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.2 SUCCESSORS AND ASSIGNS

13.2.1

Delete this division and substitute the following:

"The Contractor will not assign the Contract as a whole or in part without written consent of the City of Phoenix."

13.5 TESTS AND INSPECTIONS

13.5.1

Delete this division and substitute the following:

"Tests, inspections and approvals of portions of the work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction, will be made at an appropriate time. Unless otherwise provided, the Contractor will make arrangements for such tests, inspections and approvals with a City approved facility. Only those costs for retests requested for the
Contractors convenience or tests indicating “failed” results will be paid by the Contractor. The Contractor will give the Architect/Engineer timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner will bear costs of tests, inspections or approvals which do not become requirements until after bids are received.

13.5.2
Delete the word “Architect” and substitute “Engineer” in line one.

13.5.5
Delete the word “Architect” and substitute “Engineer” in line one and two.

13.6 INTEREST

13.6.1
Delete this division and substitute the following:

"Payments due and unpaid under the contract documents will bear interest as per the Arizona Revised Statutes."

Add the following new title and division.

"13.8 DEFINITIONS AND INTERPRETATIONS"

13.8.1 All personal pronouns used in this contract, whether used in the masculine, feminine, or neuter gender, will include all other genders, and the singular will include the plural and vice versa. Titles of articles, sections, divisions, and subdivisions are for convenience only, and neither limit nor amplify the provisions of this contract in itself. The use herein of the word “including”, when following a general statement, term or matter, will not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such work or to similar terms or matters to the specific items or matters set forth immediately following such work or to similar items or matters, whether or nor non-limiting language (such words as "without limitation", or "but not limited to" or words of similar import) is used with the reference thereto, but rather will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such a general statement, term or matter."

Add the following division:

"13.9 UNDERGROUND FACILITIES"

13.9.1 The Contractor will make whatever investigation it deems necessary to verify the location of underground utility facilities. If such facilities are not in the location shown in the drawings, then (regardless of whether this is discovered prior to or during construction) the Contractor’s remedies, if any, pursuant to Art. 6.3, Chapter 2, Title 40, A.R.S. (A.R.S. 40-360.21 through 40-360.32, “Underground Facilities”), will be the Contractor’s sole remedy for extra work, delays, and disruption of the job, or any other claim based on the location of utility facilities. Locations of utility facilities shown on drawings furnished by the City are to be regarded as preliminary information only, subject to further investigation by the Contractor. The City does not warrant the accuracy of these locations, and the Contractor, by entering into this Contract, expressly waives and disclaims any claim or action against the City under any theory for damage resulting from location of utility facilities.

13.9.2 The Contractor will be responsible for obtaining all Blue Stake utility location information, and for performing all requirements as prescribed in A.R.S. 40-360.21 through .29, for all underground facilities, including those that have been installed on the current project, until the project is accepted by the City.

13.9.3 At least two (2) working days prior to commencing any excavation, the Contractor will call the Blue Stake Center, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, for information relative to the location of buried utilities. The number to be called is as follows: Maricopa County, (602) 263-1100.”
Add the following division:

“13.10 AUDIT AND RECORDS

13.10.1 Records of the Contractor's direct personnel payroll, bond expenses, and reimbursable expenses pertaining to this Project and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following Final Acceptance of the Project.

13.10.2 The City, its authorized representative, and/or the any federal agency, reserves the right to audit the Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Contract and any change orders.

13.10.3 The City reserves the right to decrease the Contract price and/or payments made on this Contract and/or request reimbursement from the Contractor following final contract payment on this Contract if, upon audit of the Contractor's records, the audit disclose the Contractor has provided false, misleading, or inaccurate cost and pricing data.

13.10.4 The Contractor will include a similar provision in all of its contracts with subcontractors and suppliers providing services or supplying materials under this Contract to ensure that the City, its authorized representative, and/or the appropriate federal agency has access to the subcontractors’ and suppliers’ records to verify the accuracy of all cost and pricing data.

13.10.5 The City reserves the right to decrease the Contract price and/or payments made on this Contract and/or request reimbursement from the Contractor following final contract payment on this Contract if the above provision is not included in subcontractors’ or suppliers’ contracts, and one or more subcontractors or suppliers refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data.”

13.10.6 If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

Add the following division:

“13.11 DUST CONTROL & PREVENTION

13.11.1 To facilitate and encourage strict compliance with the Maricopa County Air Pollution Control Regulations pertaining to fugitive dust control, Contractor will submit the following documentation to the Project Manager at the preconstruction meeting prior to conducting any earth moving or dust generating activities under the Contract.

a. Copy of a valid Maricopa County Earth Moving [Dust Control] Permit applicable to the work or services under the Contract.

b. Copy of the Dust Control Plan applicable to the work or services under the Contract.

c. Documentation that all of Contractor’s on-site project managers have received the Comprehensive or Basic dust control training as required by Maricopa County Rule 310 based on project disturbed acres

13.11.2 For construction sites where 5-acres or more are disturbed, Contractor will designate and identify to the City an individual who has completed the dust control training set forth in Section 2 above as the site Dust Control Coordinator. The Dust Control Coordinator will be present on-site all times that earth moving or dust generating activities are occurring and until all ground surfaces at the site have been stabilized.

13.11.3 For construction sites less than 1-acre, the Contractor will designate an individual who has completed Basic Training to be on site at all times that earth moving or dust generating activities are occurring.

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STD PDP Standard Boilerplate w/ AIA Language

Boilerplate Revision 9/16
13.11.4 Contractor will notify the Project Manager within twenty-four (24) hours of any inspection, Notice of Violation, or other contact by the Maricopa County Air Quality Department with it or any of its subcontractors regarding the work or services under the Contract. A copy of any written communications, notices or citations issued to Contractor or any of its subcontractors regarding the work or services under the Contract will likewise be transmitted to the Project Manager within twenty-four (24) hours.

13.11.5 The Contractor will prevent any dust nuisance due to construction operations in accordance with MAG Specifications, Section 104.1.3, Cleanup and Dust Control. The Contractor will use a power pick-up broom as part of the dust control effort. No separate measurement or payment will be made for cleanup or dust control, or for providing a power pick-up broom on the job.

13.11.6 The Contractor may be instructed by the Engineer to provide additional pavement cleaning (in parking lots, or other locations) above and beyond the normal expected cleanup and dust control required by MAG Section 104.1.3. If requested by the Engineer, the Contractor will clean the requested areas with a power pick-up broom.

13.11.7 Use of the power pick-up broom in the special requested areas only, will be measured and paid for on an hourly basis under the bid item, ‘POWER BROOM’. The number of hours listed in the bid proposal is only an estimate. Actual hours requested for this project may vary.

13.11.8 Contractor agrees to indemnify and reimburse the City for any fine, penalty, fee or monetary sanction imposed on the City by Maricopa County arising out of or caused by the performance of work or services under the Contract. Contractor will remit payment of the reimbursable sum to the City within thirty (30) days of being presented with a demand for payment from the City.”

ARTICLE 14
TERMINATION OR SUPERVISION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1 Delete this section.

14.2 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete divisions 14.2.1 through 14.2.4 and substitute the following:

“14.2.1 If the City provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at the Contractor’s expense.

14.2.2 If Contractor persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Sub-consultants and/or Subcontractors, (v) prosecute the Contract Services with promptness and diligence to ensure that the Contract Services are completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, will have the rights set forth below.

14.2.3 Upon the occurrence of an event set forth above, City may provide written notice to Contractor that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) Days of Contractor’s receipt of such notice.

14.2.4 If Contractor fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to Contractor of its intent to terminate within an additional seven (7) Day period.
14.2.5 If Contractor, within such second seven (7) Day period, fails to cure, or reasonably commence to cure, such problem, then City may declare the Agreement terminated for default by providing written notice to Contractor of such declaration.

14.2.6 Upon declaring the Agreement terminated pursuant to the above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

14.2.7 In the event of such termination, Contractor will not be entitled to receive any further payments under the Contract Documents until the Work will be finally completed in accordance with the Contract Documents. At such time, the Contractor will only be entitled to be paid for Work performed and accepted by the City prior to its default.

14.2.8 If City’s cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor will be obligated to pay the difference to City. Such costs and expense will include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys’ fees and expenses, incurred by City in connection with the re-procurement and defense of claims arising from Contractor’s default.

Add the following new division:

“14.4 TERMINATION FOR CONVENIENCE

14.4.1 The Owner for its own convenience has the right for any reason and at any time to terminate the contract and require the Contractor to cease work hereunder. Such termination will be effective at the time and in the manner specified in the notification to the Contractor of the termination. Such termination will be without prejudice to any claims which the Owner may have against the Contractor.

14.4.2 In the event of a termination for convenience, the Contractor will be paid only the direct value of its completed work and materials supplied as of the date of termination, and Contractor will not be entitled to anticipated profit or anticipated overhead or any other claimed damages from either the Owner of the Architect. If the City is found to have improperly terminated the Contractor for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.”

Add the following new Article and divisions:

ARTICLE 15

DEVELOPMENT MANAGER

15.1 Owner reserves the right to have any duty, function or service attributed to the “Engineer” by this agreement performed by a designated representative of the Development Manager. Owner’s assignment of any of City Engineer’s duties, functions or services to the Development Manager will not relieve Contractor from its obligations to perform under the contract documents. Contractor will have no right to additional compensation as a result of Owner’s assignment of any of the Engineer’s duties, functions or services to the Development Manager.

15.2 Copies of any notices, correspondence or submittals required by this agreement to be made to the Engineer will be submitted by Contractor at the same time to both the Engineer and the Development Manager.

15.3 The Owner may choose to designate its Development Manager as a focal point for all communication, in that event all Contractor communication will go through that representative.

Add the following new Article:
ARTICLE 16

16. CHANGE ORDER REQUEST MARKUPS AND WORKSHEET

The General Contractor will conform to the following markups for change order work self-performed or performed by a subcontractor. The General Contractor will also utilize the Change Order Request Summary Worksheet (see page S.C. - 29) to summarize change order costs. The General Contractor will still submit all required backup and supplemental information, calculations, invoices, etc., required to justify and support General Contractor and subcontractor costs.

A. General Contractor Self-Performed Work and Subcontractor Work Markups

   Overhead and Profit – The actual or approved costs for equipment, material, and labor will be marked up by 12%.

B. General Contractor Markups of Subcontractor Work

   The General Contractor will be allowed to markup actual or approved subcontractor costs for equipment, material, and labor (excluding subcontractor overhead and profit) by 7.5%.

C. Bond

   The General Contractor will be allowed to markup the cost for change order work for payment and performance bonds utilizing the same percentage used on the initial Contract and will submit verification of this percentage, from the bonding company, with the initial change order request.

D. Insurance

   The General Contractor will be allowed to markup the cost for change order work plus Bond costs for property damage/public liability insurance, utilizing the same percentage used on the initial contract. Verification, from insurance carriers, of this percentage will be submitted with the initial change order request.

E. Sales Tax

   The General Contractor will be allowed to markup the cost for change order work plus Bond and Insurance costs by the current, approved sales tax multiplier.

CHANGE ORDER REQUEST SUMMARY WORKSHEET

<table>
<thead>
<tr>
<th>Project:</th>
<th>COR#</th>
<th>Project No.</th>
<th>Date:</th>
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1. Change Order Request Identification


2. Subcontractor Costs

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<th>Company</th>
<th>Base Cost</th>
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<th>12% OH &amp; P</th>
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S.C. – 28
### 3. GC Markup of Subcontractor Base Costs (excluding OH & P)

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<th>Total</th>
<th>2A</th>
<th>Multiplied by 0.075</th>
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### 4. General Contractor Self-Performed Work

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<th>Base Cost</th>
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### 5. Bond, Insurance, Sales Tax

(a) $2B + 3A + 4A$
(b) Bond Markup: $(5A) \times ______________ = (5A)$
(c) Insurance Markup: $(5A + 5B) \times ________ = (5B)$
(d) Sales Tax Markup: $(5A + 5B + 5C) \times 0.05395 = (5D)$
(e) Extended General Conditions (if applicable)

<table>
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<tr>
<th>Total Change Order Request</th>
<th>(5A + 5B + 5C + 5D + 5E)</th>
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*Approved bond markup. **Approved insurance markup
PROPOSAL to the City Engineer of the City of Phoenix.

In compliance with the Advertisement for Bids, by the City Engineer, the undersigned bidder:

______________________________________
(Print or type contractor name)

Having examined the contract documents, site of work and being familiar with the conditions to be met, hereby submits the following proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

Understands that construction of this project shall be in accordance with all applicable Maricopa Association of Governments' (MAG) Uniform Standard Specifications and Uniform Standard Details, latest revision, and the City of Phoenix Supplements to the MAG Uniform Standard Specifications and Details, latest revisions, except as otherwise required by the project plans and specifications.

Understands that construction of this project shall be in accordance with all applicable general conditions of the contract for construction, American Institute of Architects (AIA) Document A201-1987, latest revision and the City of Phoenix Supplements, latest revision to the AIA Document A 201-1987, except as otherwise required by the project plans and specifications.

No proposal may be withdrawn for a period of 50 days after opening without consent of the Contracting Agency through the body or agent duly authorized to accept or reject the proposal except in the case of federally-assisted projects.

Understands that this proposal shall be submitted with a proposal guarantee of certified check, cashier's check or surety bond for an amount not less than ten (10) percent of the amount bid, as referenced in the Call for Bids.

Agrees that upon receipt of Notice of Award, from the City of Phoenix, he will execute the contract documents within 10 calendar days.

Work shall be completed within **240 calendar days**, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary materials and/or equipment and approvals.

The bidder shall acknowledge all addenda in writing. By writing the addenda number(s) below, the bidder agrees that this proposal is computed with consideration of the specification book(s) plus any and all addenda.

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## Bid Proposal

**Project No:** 7530130000  
**Project Name:** Cholla Branch Library Elevator Modernization

<table>
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<th>Item No.</th>
<th>Description</th>
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<th>Unit Price</th>
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SURETY BOND

CHOLLA BRANCH LIBRARY ELEVATOR MODERNIZATION
PROJECT NO. 7530130000

That we, ________________________________, as Principal, (hereinafter called the Principal) and the ________________________________, a corporation duly organized under the laws of the state of ________________________________, a Surety, (hereinafter called Surety) are held and firmly bound unto the City of Phoenix as Obligee, in the sum of ten (10) percent of the total amount of the bid of Principal, submitted by him to the City of Phoenix for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents and in conformance with A.R.S. 34-201.

WHEREAS, the said Principal is herewith submitting its proposal for ________________________________

NOW, THEREFORE, if the City of Phoenix shall accept the proposal of the Principal and the Principal shall enter into a Contract with the City of Phoenix in accordance with the terms of such proposal and give such Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such Bonds and Certificates of Insurance, if the Principal shall pay to the City of Phoenix the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith Contract with another party to perform the work covered by the proposal, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed the _____ day of ________________________________, A.D., 20__

_________________________________________________________________

Principal

_________________________________________________________________

Title

_________________________________________________________________

Surety

WITNESS

_________________________________________________________________

A.M. BEST RATING:
# LIST OF MAJOR SUBCONTRACTORS AND SUPPLIERS

**PROJECT NO.:** 7530130000  
**PROJECT TITLE:** Cholla Branch Library Elevator Modernization

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I hereby certify by signing below that the above listed companies will be utilized to perform work on this project for an **amount equal to or greater than 5% of the base bid**. These companies shall not be removed or replaced without prior written approval by the City of Phoenix Project Manager. The City requires that ALL vendors providing work greater than or equal to 5% of the base bid are listed or you will be disqualified. If you are self-performing work, you must still list any suppliers for materials or list any subcontractors with whom you will directly contract.

**COMPANY NAME _____________________________________________________**  
**SIGNATURE _________________________________________________________**

**NAME & TITLE ________________________________________________________**  
**PHONE NUMBER _____________**  
**DATE ______________**

**EMAIL ADDRESS _________________________________________________**

---

STD PDP Standard Boilerplate w/ AIA Language  
L.O.S. - 1  
Boilerplate Revision 9/16
## CITY OF PHOENIX
### LIST OF ALL SUBCONTRACTORS AND SUPPLIERS

**PROJECT NO.: 7530130000**
**PROJECT TITLE:** Cholla Branch Library Elevator Modernization

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORK OR MATERIALS (CONTRACTOR TO ENTER TRADE/SUPPLIER AREAS)</th>
<th>SELF-PERFORMED BY PRIME CONTRACTOR</th>
<th>SUBCONTRACTOR/SUPPLIER COMPANY NAME (IF NOT SELF-PERFORMED)</th>
<th>CONTACT PERSON</th>
<th>PHONE NUMBER</th>
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<tr>
<td>□ YES □ NO</td>
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**COMPANY NAME ________________________________**

**SIGNATURE ___________________________________**

**NAME & TITLE ________________________________**

**PHONE NUMBER ______________**

**DATE __________________**

**EMAIL ADDRESS ______________________________**
BIDDER’S DISCLOSURE STATEMENT

Authorized Contact for this Disclosure Statement

Name:__________________________________________

Title:___________________________________________

E-mail:__________________________________________

Phone number:___________________________________

FAX number:_____________________________________

List any other DBA, trade name, other identity, or EIN used in the last five (5) years, the state or country where filed, and the status (active or inactive): (if applicable):

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Business Characteristics

Business entity type – Please check appropriate box and provide additional information:

☐ Corporation Date of incorporation: ________________
☐ Limited Liability Company Date organized: ________________
☐ Limited Liability Partnership Date of registration: ________________
☐ Limited Partnership Date established: ________________
☐ General Partnership Date established: ________________
☐ Sole Proprietor How many years in business?: __________
☐ Other (explain) date established: ________________

Was the business entity formed in the State of Arizona? Yes_____ No______

If no, indicate jurisdiction where Business Entity was formed: ______________________________________
Is the Business Entity currently registered to do business in Arizona with the Arizona Corporation Commission? Yes____ No____ Not required ________ (if sole proprietor or general partnership)

Does the Business Entity have a City of Phoenix business privilege license? Yes_____ No_____ If “no” explain and provide detail such as “not required” or “application in progress” or other reason.

Is the Business Entity publicly traded? Yes____ No____

Is the responding Business Entity a Joint Venture? Note: If the Submitting Business entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture. Yes_____ No____

Is the Business Entity’s Principal Place of Business/Executive office in Phoenix? If “no” does the Business Entity maintain an office in Phoenix? Yes____ No____

Provide the address and phone number for the Phoenix office. ________________________________________________________________

Is the business certified by Phoenix as a Small Business Enterprise? Yes_____ No____

Identify Business Entity Officials and principal Owners:
Name(s) __________________________________________ Title __________________________ Percentage ownership ___%(Enter 0% if not applicable).
Name(s) __________________________________________ Title __________________________ Percentage ownership ___%(Enter 0% if not applicable).
Name(s) __________________________________________ Title __________________________ Percentage ownership ___%(Enter 0% if not applicable).
Name(s) __________________________________________ Title __________________________ Percentage ownership ___%(Enter 0% if not applicable).

Affiliates and Joint Venture Relationships

Does the Business entity have any Affiliates? Yes_____ No____ Attach additional pages if necessary.

Affiliate name: ________________________________
Affiliate EIN (if available): ________________________________.
Affiliate’s primary Business Activity: ________________________________

Explain relationship with Affiliate and indicate percent ownership, if applicable. ________________________________

Are there any Business Entity Officials or Principal Owners that the Business Entity has un common with this Affiliate? ________________________________

Individual’s name: ________________________________
Position/Title with Affiliate: ________________________________
Has the Business Entity participated in any joint Ventures within the past three years? Yes____ No____
(Attach additional pages if necessary)

Joint Venture Name:__________________________________________________________

Joint venture EIN (if applicable):________________________

Identify parties to the Joint Venture:_________________________________________

**Contract History**

Has the Business Entity held any contracts with the city of Phoenix in the last three (3) years? Yes____ No____ If “yes” attach a list.

**Integrity – Contract Bidding**

Within the past three (3) years, has the Business Entity or any Affiliate been suspended or debarred from any government contracting process or been disqualified on any government procurement? Yes_____ No____

Been subject to a denial or revocation of a government prequalification? Yes_____ No____

Been denied a contract award or had a bid rejected based upon a finding of a non-responsibility by a government entity? Yes_____ No____

Agreed to a voluntary exclusion from bidding/contracting with a government entity? Yes_____ No____

Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? Yes_____ No____

For each “Yes” answer above, provide an explanation of the issues.

**Integrity – Contract Award**

Within the past three (3) years has the Business Entity or any Affiliate been suspended, cancelled, or terminated for cause on any government contract? Yes_____ No____

Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? Yes_____ No____

For each “yes” answer, provide an explanation. (Attach explanation on a separate sheet of paper).
Certifications/Licenses

Within the past three (3) years, has the Business Entity or Affiliate had a revocation, suspension, or disbarment of any business or professional permit and/or license? Yes_____ No______

If “yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issues.

Legal Proceedings

Within the past three (3) years, has the Business Entity of any Affiliate:

Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation? Yes_____ No______

Been the subject of an indictment, grant of immunity, judgment or conviction, (including entering into a plea bargain for conduct constituting a crime)? Yes_____ No______

Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful? Yes_____ No______

Had a government entity find a willful prevailing wage or supplemental payment violation? Yes_____ No______

Been involved in litigation as either a plaintiff or a defendant involving a copyright or patent infringement violation or an anti-trust violation? Yes_____ No______

Other than previously disclosed, for the past three (3) years:

(i) Been subject to the imposition of a fine or penalty in excess of $1000 imposed by any government as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination? Yes_____ No______

(ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity? Yes_____ No______

If “yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issues.

Leadership Integrity

If the Business Entity is a joint Venture Entity, answer “N/A – Not Applicable” to questions below:

Within the past three (3) years has any individual previously identified, or any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute, or approve bids, proposals, contracts or supporting documentation with the city of Phoenix been subject to: Yes_____ No______

A sanction imposed relative to any business or professional permit and/or license? Yes_____ No______

An investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct? Yes_____ No______
AFFIDAVIT OF IDENTITY

Your completion of this form is required by Arizona state law. A.R.S. §§ 1-501 and -50 only if you are a sole proprietor.

I, _____________________________________________(print full name exactly as on document), hereby affirm, upon penalty of perjury, that I presented the document marked below to the City of Phoenix, that I am lawfully present in the United States, and that I am the person stated on the document. (select one category only)

☐ Arizona driver license issued after 1996. 
   Print first four numbers/letters from license:

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

☐ Birth certificate or delayed birth certificate issued in any state, territory or possession of the U.S. 
   Year of birth: ____________; Place of birth: ________________________________

☐ United States Certificate of Birth Abroad. 
   Year of birth: ____________; Place of birth: ________________________________

☐ United States Passport. 
   Print first four numbers/letters on Passport:

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

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

   Print first four numbers/letters on EAD: 
   or Perm. Resident Card (acceptable alternative):

☐ Refugee Travel Document. 
   Date of issuance: ____________; Refugee country: ________________________________

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

☐ U.S. Certificate of Citizenship. 
   Date of issuance: ____________; Place of issuance: ________________________________

☐ Tribal Certificate of Indian Blood. 
   Date of issuance: ____________; Name of tribe: ________________________________

☐ Tribal or Bureau of Indian Affairs Affidavit of Birth. 
   Year of birth: ____________; Place of birth: ________________________________

Signed: _______________________________ Dated: __________________
SECTION 142400 - HYDRAULIC ELEVATOR

PART 1 - GENERAL

1.01 SUMMARY

A. Modernization of one (1) existing twin-post holeless type hydraulic elevator.
   1. Everything required to satisfactorily complete elevator installation as required by contract documents.
   2. Removal and disposal of existing elevator equipment and oil that is not reused.
   3. Cleaning, inspection, repair, replacement and adjustment of components.
   4. Refurbishing and lubrication/painting of existing equipment that is retained and reused.

B. Related Sections: Division 01 of the Specifications including but not limited to General, Special and Supplemental Conditions. Where conflict occurs the Division 1 requirements shall prevail.

C. Work Specified Elsewhere
   1. Power Feeders: To terminals on mainline disconnect, including mainline disconnect switches; 208/480 VAC, three phase (Field Verify).
   2. Lighting Circuits: To terminals on controllers for each car, including disconnect switches; 120 VAC, single phase.
   4. Public Address Speakers: Installed under this section, if provided, under other applicable sections.
   5. Cameras: If provided shall be installed under this section, supplied under other applicable sections.
   6. HVAC: Provide necessary heating and air conditioning.
      a. Machine Rooms to maintain temperature between 45°F - 90°F.
   7. Hoistways and Machine Rooms to be ventilated to meet code requirements.

1.02 QUALITY ASSURANCE

A. Approved Contractors: An elevator contractor that is:
   1. Licensed and in good standing to perform the specified scope of work in the City of Phoenix with an Arizona CR-12 Contractor’s License.
   2. Has a minimum of five (5) years’ experience performing the scope of work identified for the elevator modernization.
3. Has sufficient trained technical personnel with the ability to perform the required maintenance and response times as identified in Section 3.06

B. Document and Site Verification: In order to discover and resolve conflicts or lack of definition which might create construction problems, Elevator Contractors must review contract documents and existing site conditions for compatibility with their products prior to submittal of quotation. The Owner will not pay for changes to structural, mechanical, electrical or other systems required to accommodate Bidders’ equipment.

C. Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of following Codes and/or Authorities, including revisions and changes in effect on date of these specifications including but not limited to:

1. Requirements of The City of Phoenix and any other Codes, Ordinances and Laws applicable within the governing jurisdiction.


1.03 PERMITS, TESTS AND INSPECTIONS

A. Obtain and pay for permits, licenses and inspection fees necessary to complete the elevator installation.

B. Perform tests required by Consultant, Governing Authority and/or the ASME A17.1 Safety Code for Elevators and Escalators, in the presence of Authorized Representatives.

C. Supply personnel and equipment for tests and final reviews for both the City and Elevator Consultant indicated in Part 3 at no added cost. City tests and Consultant’s review will occur on separate occasions.

1.04 SUBMITTALS

A. Product Data: Manufacturer's specifications, catalog cuts or renderings of items exposed to public view.

B. Power Supply Data Sheets: Provide manufacturer’s standard submission indicating motor horsepower, starting, full load running currents and BTU’s.
C. Shop Drawings: Submit as required by the Owner. The Owner and Owner’s Representative reserve the right to require any details of any portion of the equipment.

1. Layouts: Scaled and fully dimensioned plan and section of hoistways, pits and machinery spaces; include impact and static loads imposed on building structure location of hoistway ventilation and required clearances around equipment.

2. Details: Submit details of cabs, fixtures and entrances.

3. Data: Indicate on layouts or separate data sheets; machine spaces heat release, power requirements, conduit runs outside of hoistways and machine rooms, car guide shoes and door operators.

D. Samples: Provide samples of materials and finishes exposed to public view and if specifically requested, 6 inch x 6 inch panels, 12 inch lengths or full size if smaller, as applicable.

E. Operating Instructions: Submit manufacturer’s literature describing system operations and special operations as specified.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Protect equipment during transportation, erection and construction. Store under cover to prevent damage due to weather conditions. Replace damaged materials.

1.06 SEQUENCING AND SCHEDULING

A. Schedule and be responsible for coordinating related work with other trades to avoid omissions and delays in job progress.

B. No onsite storage will be provided or available.

1.07 WARRANTY

A. Materials and workmanship of the elevator installation shall comply in every respect with contract documents. Unless due to ordinary wear and tear, or improper use or care by Purchaser, correct defects which develop within 1 year from date of final acceptance of all work to the satisfaction of the Owner and/ or Consultant at no additional cost.

B. Make modifications, adjustments, improvements, etc., to meet performance requirements in Parts 2 and 3.

C. The warranty shall be written and issued at the completion and prior to the final payment.

1.08 WARRANTY MAINTENANCE

A. Provide full preventative maintenance for a period of 12 months from the time of final acceptance by the Owner as stated in Section 1.4.

B. Refer to Section 3.06 for all maintenance requirements.
PART 2 - PRODUCTS

2.01 DESCRIPTION OF SYSTEMS

A. Passenger Elevator No. 1

1. Type: Twin-post Holeless Hydraulic
2. Capacity: 2,500 lbs.
3. Speed: 100 fpm
4. Stops: Two (2) in-line
5. Travel: Field Verify
6. Control: New Non-Proprietary Type
7. Operation: Simplex Collective
8. EMR Location: Adjacent at Level 1
9. Special Operations
   a. Independent service
   b. Fire Emergency service
   c. Battery Lowering Device
   d. Low Oil Return Feature
   e. Reverse Phase Protection
10. Platform Size: Field Verify
11. Entrance Size: Retain Existing 3'-6" x 7'-0" Center Opening
12. Signals and Fixtures: Provide New Manufacturer’s Standard Vandal-Proof
   a. Car Operating Panels: One (1); Applied Type
   b. Car Position Indicator: Integral with Car Operating Panel
   c. Car Lanterns: In each car jamb (2/opening)
   d. Hall Call Buttons: New at each landing
   e. Hall Position Indicator: Integral with 1st Floor Call Button
   f. Communication System: Integral with Car Operating Panel
   g. Service Cabinet: Integral with Car Operating Panel
13. Miscellaneous Items
   a. Disabled access requirements.
   b. Key-operated hoistway access.

2.02 MATERIALS: WHERE USED

A. Aluminum: Alloy and temper best suited for anodizing finish specified.
B. Bronze: CDA Alloy 280, muntz metal.
C. Glass: Laminated Safety Glass meeting ANSI Z97.1.
D. Nickel Silver: CDA Alloy 796, leaded nickel silver.
E. Plywood: PS-1, A-D exterior Grade Douglas Fir, fire retardant treated.
F. Sheet Steel: ASTM A366, uncoated, pickled, free from defects.
G. Sound Deadener: Fire retardant; spray, roller or adhesive applied; 3/16 inch thick.
H. Stainless Steel: ASTM A167; type 302 or 304.
I. Stone: Veneer stone on honeycomb panels

2.03 FINISHES: WHERE USED

A. Exposed-to-View Surfaces. Provide as follows unless otherwise specified.

1. Aluminum: Clear anodized finish.

2. Bronze: Oil rubbed medium bronze similar to (US 10B) satin finish to match control sample. Apply clear lacquer coat.

3. Sheet Steel
   a. Shop Prime: Degrease, clean of foreign substances and apply one coat of corrosion inhibiting primer compatible with finish paint selected. Hoistway items visible to public shall be painted one additional coat of black paint.
   b. Finish Paint: Factory-applied baked enamel or powder coat; color as selected.

4. Stainless Steel
   a. Plain: Satin, directional polish, No. 4 unless otherwise specified.
   b. Patterned: Rigidized Metal's No. 5 WL, RIMEX Metals No. 5-SM or equal.

5. Touch-Up
   a. Prime Surfaces: Use same paint as factory for field touch-up.
   b. Finish Painted Surfaces: Refinish whole panel with shop prime and finish paint as specified above.

B. Non-Exposed-to-View Surfaces: Degrease and shop paint manufacturer's standard corrosion inhibiting primer.

2.04 WIRING AND CONDUIT

A. General: Provide six (6) spare pairs of shielded communication wires from Machine Room to car connection point. Prevent cables from rubbing or chafing against hoistway and car.

B. Traveling Cables: Use minimum number of traveling cables with flame-retarding and moisture-resisting covers. Include shielded wires and spares as noted above. Cord thoroughly and protect cables from rubbing against hoistways or car items. Provide with steel cable core and properly anchored to relieve strain on individual conductors.

C. Alarm Gong: Six-inch size, 110 volt. Provide on top of each car to be actuated by corresponding alarm button or emergency stop switch.
D. Coaxial Circuit: Provide coaxial cable for closed circuit television camera in elevator. Run from elevator car to machine room.

E. Conduit: Provide all conduits associated with the elevator installation including, but not limited to, that from the main electrical disconnect switch to the controller in the machine room.

2.05 AUTOMATIC OPERATION

A. General: Provide a non-proprietary microprocessor controlled dispatching system.

B. Pre-Approved Products
   1. GAL - Galaxy
   2. Motion Control 2000
   3. SmartRise

C. Control: Simplex Collective Operation. Operate elevator from a single riser of landing buttons and from operating devices in car.

D. Door Control: A car without registered car calls arriving at a floor where both up and down hall calls are registered responds to the call in the direction of car travel. If no car call is registered for further travel in that direction, lantern immediately indicates changed direction without closing and reopening doors. Direction lantern to remain illuminated until doors are fully closed.

E. Fault Diagnostic System: Provide Owner with all hardware such as on-board LED diagnostics, hand held device or laptop computer, as standard with manufacturer, and supporting software documentation. Diagnostic system shall be capable of determining faults most difficult to find as well as conducting all code required tests.

2.06 SPECIAL OPERATIONS

A. Inspection Operation: Provide new key-operated hoistway access devices (switches) and car top operating device.

B. Independent Service: Independent service operation shall be provided so that, by means of a switch located in the car service cabinet, the car can be removed from automatic operation and be operated by an attendant. The attendant shall have full control of the starting, stopping and direction of car travel. The car shall respond to car buttons only. The hall signals for the car on independent service shall not operate.

C. Operation under Fire or Other Emergency (Medical) Conditions: Provide in accordance with A17.1 requirements and as amended by the City of Phoenix.

D. Automatic Lowering Device
   1. Provide self-contained battery operated system to automatically return elevator to a preselected landing or next available landing if the car is below the preselected landing and fully open its doors, upon loss of normal building power.
   2. Elevator automatically returns to normal operation upon resumption of normal building power.
A. General: Provide new signals and fixtures as specified. Location and arrangement of fixtures shall comply with handicap requirements.

1. Elevator Buttons: Provide manufacturer’s standard vandal-proof buttons.

2. Switches: Toggle type or key operated where noted located within the Service Cabinet.

3. Faceplates: Provide manufacturer’s standard premium quality signal fixtures. Unless otherwise specified provide stainless steel faceplates.

4. Fastenings: Provide with flush tamper-proof screws of material and finish matching faceplates.

5. Cabinets: Provide with concealed hinges and doors mounted flush with hairline joints to adjacent surface.

6. Arrangement: Arrangement of fixtures shall generally conform to that specified, but components may be rearranged, if desired, subject to Owner’s approval.

7. Engraving: Of size indicated; color backfill with epoxy paint in contrasting color as selected.


10. Provide floor arrival announcement feature.

11. Tactile Markings: Provide raised Braille and alpha characters as manufactured by SCS or approved equal, numerals or symbols to the left of operating buttons and devices used by the public. Indications shall be separate plates back mounted to be flush with the adjoining surfaces with hairline joints and concealed mechanical fasteners. Plates shall be of the “fishtail” style in car operating station.

B. Car Operating Panel

1. General: Provide buttons numbered to conform to floors served.

2. Engrave main panel with capacity, number of passengers, elevator number and NO SMOKING letters as defined by the Owner.

3. Provide fire emergency key switch and call cancel button with audible/visual signals located inside a designated cabinet per code.

4. Applied Type: Integrate cabinets, buttons and engraving into panel located in the Front Return Panel.

C. Car Position Indicator: Provide new car position indicators with indications corresponding to floor designations with matching direction arrows and floor passing
chimes. Provide bar matrix LED type readout indicator with minimum two-inch high indications mounted integral with the car operating panel.

D. Hall Position Indicators: Provide new digital type integral with the Call Button fixture at the 1st floor level.

E. Service Cabinet: Provide cabinet door with a lock and concealed hinge as an integral part of car operating panel mounted with flush hairline joints. Cabinet door shall be provided with a flush glazed window of required size to hold elevator operating permit if desired by the Owner. Service cabinet shall contain the following:

1. Independent service switch.
2. Three-speed ventilation switch.
3. Light switch.
4. Inspection switch, key operated.
5. Duplex convenience outlet.
6. Constant pressure test switch for emergency car lighting.

F. Speaker Phone: Provide a complete communication system as manufactured by Rath Microtech or approved equal, in compliance with ADA regulations consisting of a combination speaker/microphone, amplifier, automatic dialer and matching car station push button with telephone symbol to activate system and call-acknowledgement lights. Mount behind a pattern of holes as selected as an integral part of car operating panel. Wire to machine room and program automatic dialer to a location as directed by the City operations.

G. Hall Button Fixtures: Provide new vandal-proof fixtures at handicapped level.

1. Engrave fire-exiting instructions on faceplates.
2. Provide new Fireman’s Service key switch in Ground level fixture.
3. Provide new communications monitoring requirements in the Ground level fixture.

H. Car Lanterns: Provide new vandal-proof fixtures with LED lighting on each side of the car door jamb opening (2/opening). Provide single chime for up direction and double chime for down direction.

2.08 CAR ENCLOSURES

A. General: Retain the existing cab shell and modify the interiors as described below.

B. Elevator No. 1

1. Steel Shell: Reuse existing.
   a. Fabricate from 16-gauge sheet steel on front and back of each panel sufficiently reinforced with steel to ensure rigidity.
   b. Apply 16-gauge patterned stainless steel to the interior face of the doors.
   c. Provide two guides per panel located one inch from each end.
   d. Provide full-length neoprene astragals.

4. Entrance Posts: Retain existing.

5. Wall Panels: Provide new 16-gauge patterned stainless steel removable panels on three (3) walls.


7. Ceiling and Lighting: Provide new drop ceiling faced in No. 4 stainless steel with six (6) LED downlights.

8. Handrails: Provide new No. 4 flat 3/8” stainless steel rail on three (3) walls.

9. Emergency Lighting:
   a. Provide new manufacturers standard emergency car lighting fixture integral in the Car Operating Panel.
   b. Provide a readily accessible means for testing the units in service cabinet (test button).

10. Sill: Refinish to a like-new condition.

11. Finish Flooring: Provide new vinyl flooring. Build up sub floor as necessary to ensure finished floor level is the same height as the car sill.

2.09 DOOR OPERATION

A. Door Operators: Provide new heavy-duty master type operators with closed loop AC direct current motor similar to GAL MOVFR or approved equal.

1. Provide door times as specified under Design Criteria in Article 2.11.

2. Door hold open times shall be readily and independently adjustable when car stops for a car or hall call. Main floor door hold times shall be adjustable independent of other floors.

3. Hangers and Tracks: Retain existing, clean and sand smooth.


B. Car Door Clutch

1. Provide new heavy-duty clutch, linkage arms, drive blocks and pickup rollers or cams to provide positive, smooth quiet door operation. Design clutch so car
doors can be closed for maintenance purposes, while hoistway doors remain open.

2. Reuse existing door escutcheons for unlocking access. If not possible, fill the unused hole with a material and refinish entire panel acceptable to the Owner and/or his representative.

C. Door Protection

1. Infrared Screen Detector
   a. Provide new door protective system similar to Janus Pana-forty full height of the door opening, which does not rely on physical contact with a person or object to inhibit door movement or initiate door reversal.
   b. Detection of intrusion into the protected area shall cause the doors, if fully open, to be held in the open position and, if closing, to reverse to fully open position.
   c. If doors are prevented from closing for an adjustable period of 15 to 45 seconds or upon activation of Fire Emergency Service, they shall proceed to close at reduced speed and a loud buzzer shall sound. Door closing force shall not exceed 2-1/2 ft.-lbs. when door re-opening device is not in operation.

D. Interlocks: Provide new with SF2 fire-resistant wiring at each hoistway door with a tamper-proof interlock, which shall prevent operation of the car until doors are locked in the close position as defined by the Code.

2.10 HOISTWAY ENTRANCES

A. Retain existing frames, sills and doors.

B. Hangers and Tracks: Reuse existing.

C. Door Rollers and Spirators: Provide new.

D. Pick-up Rollers: Provide new.

E. Dust and Hanger Covers: Provide new hanger cover plates extending full length of door track.


G. Sills: Reuse existing. Clean and polish.

H. Frames: Reuse existing.

I. Doors: Reuse existing. Provide two (2) new gibs per panel and an additional Z-bracket (fire tab) located centrally on the panel between the two gibs.

J. Tactile Markings: Reuse existing.
2.11 HYDRAULIC ELEVATOR EQUIPMENT

A. Design Criteria

1. Performance:
   a. Contract Speed: Within 5% under any loading condition in up direction; contract speed or faster in down direction.
   b. Floor-to-Floor Time: Measure from start of door closing at one floor to 3/4 open door, car level and stopped at next floor; 15 seconds for typical floor height.
   c. Door Open Time: 3’-6” Center Opening; 1.7 seconds.
   d. Door Close Times: Minimum, without exceeding kinetic energy and closing force, allowed by code which is approximately 2.7 seconds.
   e. Door Dwell Times: Comply with ADA formula and provide separate adjustable timers with initial settings as follows:
      1) Main Lobby Hall Call: 5.0 seconds.
      2) Upper Lobby Hall Call: 5.0 seconds
      3) Car Call: 5.0 seconds.
      4) Interruption of Door Protective Device: Reduce dwell to 1.0 second after all ADA requirements have been met.
   f. Leveling: Within 1/4 in. under all loading conditions.
   g. Working Pressure: Maximum 500 psi.
   h. Starts per Hour: Minimum 80

2. Sound Control: Provide effective sound isolation of hydraulic machine and equipment from building structure to prevent noise transmission to public spaces and elevator cabs; noise level not to exceed NC-35.
   a. Vibration: Sound isolate machines and motor drives from beams and building structure to prevent objectionable noise and vibration transmission to occupied building spaces.
   b. Airborne Noise: Maximum acoustical output level of:
      1) 75 dba measured in machine room.
      2) 55 dba measured in elevator cars during all sequences of operation.
      3) 50 dba measured in elevator lobbies.

2.12 MACHINE ROOM EQUIPMENT

A. General: Provide new equipment to fit space conditions (existing door opening and motor room configuration).
1. Permanently number all equipment with numerals 4 inch high corresponding to elevator number.

2. Paint all equipment and machine room floor.

3. Permanently identify with 4 inch high letters Elevator Machine Room on the exterior of the machine room door.

B. Hydraulic Unit

1. Provide new submerged self-contained unit with storage tank, pump, and 1,800 rpm motor with Class B insulation with a blow-out muffler.

2. Provide a single unit electronic control valve similar to the Maxton solid state valve or approved equal.

3. Include thermostatically controlled tank heater and cooler to maintain elevator performance with minimum variation.

C. Hydraulic Fluid: Provide nontoxic, biodegradable, fire-resistant fluid made from vegetable oil with antioxidant, anticrosive, antifoaming, and metal-passivating additives and approved by the elevator manufacturer of use with elevator equipment.

D. Piping: Replace all existing piping with new Schedule 40 ASTM A-53 Grade pipe. Isolate line at cylinder heads and machine connection; include shut-off valves in pit and machine room.

E. Controller: Wall or floor mount independent of machine; ventilated cabinet with hinged doors for access. Provide solid-state starter. Provide required flow control of oil; bypass oil on initial start of pump, gradually increasing load to motor over a timed interval. Include permanently marked symbols or letters identical to those on wiring diagrams, adjacent to each component.

F. Fireproof Cabinet: Provide fire proof cabinet to accommodate all spare parts, wiring diagrams and product information. No paper is to be stored within the room that is not in this cabinet.

2.13 HOISTWAY EQUIPMENT

A. General: Provide all equipment to fit within existing hoistway, pit and overhead conditions.

B. Car Top Operating Station: Provide new.

1. Work Light with guard

2. Convenience Outlet

3. Stop Switch

4. Inspection Switch

C. Car-top Guard Rails: Provide new.

D. Guiderails

1. Retain existing guiderails and brackets.
2. File and remove all rough edges and surfaces, align as necessary to achieve specified ride quality,
3. Thoroughly clean all guide rails of grease, oil and other foreign substances, and tighten bracket bolts and guide clips for smooth and quiet operation.

E. Landing Control: Provide Reflex system by VMI or approved equal.

F. Control Switches: Provide all new noiseless type.

G. Pit Stop Switch: Provide new switch located near top of the pit ladder.

H. Pit Ladders: Provide new or modify existing to provide minimum legal distance required from the rung to the face of the wall. The top of the handrail to be 48 inches above finished floor level.

I. Buffers: Retain and paint the existing buffers and pit channel.

J. Platform and Car Frame
   1. Reuse Existing
      a. Check for proper alignment and correct if necessary. All fastenings shall be checked and made secure. Damaged or broken parts shall be replaced.
      b. Isolation pads shall be replaced with new pads meeting original manufacturers’ original specifications.
      c. Eliminate all squeaks.

K. Guide Shoes
   1. Provide all new sliding guide assemblies and nylon inserts.
   2. Balance car to ensure equal guide shoe pressure on all wheels and not exceed manufacturer's recommendation.

L. Cylinders and Plungers
   1. Reuse existing. Ensure there are no oil leaks. At a minimum:
      a. Drain and flush all old oil from the cylinders.
      b. Provide new cylinder head packing.
      c. Provide new oil collector ring and automatic means to return oil leakage to storage tank.
      d. True and smooth plunger to a fine polished finish.
      e. Paint pit floor and all pit equipment.
PART 3 - EXECUTION

3.01 GENERAL
A. Bidding Documents: Bidders shall examine specifications and all related bid documents provided as well as all the existing conditions.

3.02 PREPARATION
A. Field Measurements: Field-verify dimensions before proceeding with the engineering, manufacturing and installation the work. Coordinate related work by other trades.

3.03 INSTALLATION
A. General: Install per manufacturer's requirements, referenced codes and specifications.
B. Out-of-Service Time: Provide necessary manpower and work necessary shifts so that the maximum out of service time (mainline-to-mainline) is limited to fourteen (14) calendar days. A maximum of two (2) additional out of service days will be allowed for the cab interiors.
C. Welded Construction: Provide welded connections by a Certified Welder for installation of elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustments, inspection, maintenance and replacement of worn parts. Comply with AWS standards for workmanship and for qualifications of welding operators.
D. Sound Isolation: Mount rotating and vibrating elevator equipment and components on vibration-absorption mounts, designed to effectively prevent transmission of vibrations to structure and thereby, eliminate sources of structure-borne noise from elevator system.
E. Lubricate operating parts of systems as recommended by manufacturer.
F. Graphics: Provide graphics visible to public as selected by Owner’s Representative.
G. Manufacturer's Nameplates: Manufacturer's nameplates, trademarks or logos not permitted on surfaces visible to public.

3.04 FIELD QUALITY CONTROL
A. Regulatory Agencies Inspection: Upon completion of the elevator, Contractor shall provide instruments, weights and personnel to conduct test required by regulatory agencies. The Contractor shall submit a complete report describing the results of the tests.
B. Examination and Testing: When installation is ready for final acceptance, notify and assist Owner and Consultant in making a walk-through review of entire installation to assure workmanship and equipment complies with contract documents. Provide equipment to perform the following tests:
   1. One-hour heat and run test with full load in car.
      a. Stop car at each floor in each direction.
b. Provide well-shielded thermometers for motor and verify that temperatures do not exceed 50 degrees Centigrade above ambient.

c. Performance and leveling tests shall be made before and after heat and run test.

2. Check and verify operation of all safety features and special operations.
   a. Measure acoustical output levels in machine room, lobbies and cars.

3. Check and verify conformance with all criteria identified in Section 2.11.A.

   C. Correction: Make corrections to defects or discrepancies at no cost to the Owner. Should discrepancies be such that re-examination and retesting is required, the Elevator Contractor shall pay for all costs including those of Owner’s representative fees.

   D. Final Acceptance: Final acceptance of the installation will be made only after all corrections are complete, final submittals and certificates received and the Owner is satisfied and the installation is complete in all respects. Final payment will not be made until the above is completed.

3.05 INSTRUCTIONS

A. Instruct Owner's personnel in proper use of each system.

3.06 MAINTENANCE

A. General: Provide complete continuing maintenance on all elevator equipment during regular working hours on regular working days from the Notice-to-Proceed through the modernization and for a period of 12 months following Final Acceptance of the project.

B. Examination:

   1. Include systematic examination, adjustment, and lubrication of elevator equipment whenever required and replacement of defective parts with parts of same manufacture as required for proper operation.

   2. Contractor not responsible for repairs to car enclosures, door panels, frames, sills or platform flooring resulting from normal usage or misuse, accidents and negligence for which Contractor is not responsible.

   3. Examinations shall be performed monthly expending a minimum of one-half (1/2) hour per visit performing preventative maintenance service.

C. Maintain complete maintenance records in the elevator machine room including the company MCP, check charts, activity log and Fireman’s Recall Test log.

D. Performance Standards

   1. Maintain the performance standard set forth in this Specification and maintain correct operation of the dispatching system.

   2. Maintain smooth starting and stopping, smooth riding qualities and accurate leveling at all times.
E. Callbacks: In event of failures, provide 24-hour callback service at no additional cost to Owner.

F. Response Times

1. Provide call-back service which consists of promptly dispatching qualified employees in response to request from the Owner or designated representative, by telephone or otherwise, for adjustment or minor repairs on any day of the week, at any hour, day or night. Repairs shall be made within four (4) hours to restore the equipment to operating order. If repairs cannot be made immediately, the mechanic shall notify the Owner’s Representative as to the reason why.

2. Emergency call-back service for entrapments shall be provided within fifteen (15) minutes, 24 hours a day, seven days per week, including on Saturdays, Sundays and Holidays.

3. Emergency call-back services for “out-of-service” type calls if the elevator is disabled shall be provided within one (1) hour, 24 hours a day, seven days per week, including on Saturdays, Sundays, and Holidays.

G. Elevator Shutdowns

1. Should any elevator become inoperative, repair within 24 hours of notification of such failure. Breakdown of major components shall be completed and service restored within 48 hours.

2. Failure to comply with above, Owner may order the work done by other contractors at the Contractor's expense.

3. Devices repaired or replaced by others shall, nevertheless, be provided with maintenance by the Contractor who shall become completely responsible for correct operation of such devices for lifetime of this contract.

H. Follow-Up Tests: Test all safety devices and emergency operations at six (6) month intervals and submit written report on each test. Make tests at times which do not interfere with building operation.

I. City Tests: Provide all required City tests at no additional cost to the Owner as long as the equipment is being maintained by the installing contractor. This includes the required CAT 1 test at the completion of the one year warranty maintenance period.

J. Maintenance Materials

1. Expendable Parts: The Elevator Contractor shall provide a fire proof metal cabinet in the machine room on project premises containing expendable parts required for prompt replacement. Parts used for routine maintenance shall be replenished and stored in machine room to ensure an adequate supply is available. The parts will remain property of the elevator contractor while the cabinet shall become Owner's property and not removed upon expiration of maintenance period.

2. Replacement Parts: Keep the following parts in a warehouse within 10 miles of the project premises. These remain property of the elevator contractor.

   a. One door operator motor.
b. One control valve.

c. One starter.

d. Two complete door interlocks.

e. Such other parts as are needed to ensure prompt replacement in event of elevator shutdown such as spare control boards for computer operated systems.

K. Maintenance Data: After completion and prior to final acceptance, submit three sets of complete and accurate maintenance data specific for each elevator. Final payment will not be made until received.

1. Manuals: Describe proper use and maintenance of equipment, lubrication points, types of lubricants used and frequency of lubricant application.

2. Parts Catalogs: Complete listing of all parts of equipment and components used in the installation.

3. Wiring Diagrams: One laminated set mounted in machine room, one as-built set delivered to Owner. Wiring diagrams shall be as-built, specific for this installation, and reference identification on drawings shall match points identified on terminals of controllers.

4. Maintenance Tool and Software Manuals: Provide maintenance tools and supporting software documentation required for the complete maintenance of the entire system including diagnostics, adjusting and testing. Maintenance tool may be hand held or built into control system and shall be of the type not requiring recharging or reprogramming nor of the automatic destruct type. The tool and supporting software may be programmed to operate only with this project's identification serial numbering.

L. Final Service and Inspection: Two weeks before expiration of the year's warranty maintenance, the equipment shall be lubricated, fully serviced, adjusted to the standards designated and emergency service operation devices shall be checked. A representative of the Owner will make a complete inspection.