

**CITY CLERK
ORIGINAL**

**C-10314
10/14/2015**

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into this 14 day of October, 2015, and is effective between the City of Glendale, an Arizona municipal corporation ("City"), and Copper Sun Construction, LLC, an Arizona limited liability company, authorized to do business in the State of Arizona ("Contractor").

RECITALS

- A. City intends to undertake a project for the benefit of the public, with public funds, that is more fully set forth in **Exhibit A** attached ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the Invitation for Bid (IFB 16-04) and any amendments, the Contractor's Response to IFB 16-04 and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

- (A) Notice to Contractors;
- (B) Information for Bidders;
- (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
- (D) Proposal;
- (E) Bid Bond;
- (F) Payment Bond;
- (G) Performance Bond;
- (H) Certificate of Insurance;
- (I) Appendix; and
- (J) Plans and Addenda thereto.

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

1.3 Project Team.

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

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

c. Sub-contractors.

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

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. The Project shall be completed no later than 45 days from the date the Contractor is given a formal, written Notice to Proceed from the City. The schedule, including the completion date, shall only be modified in written amendment to this Agreement, signed by the authorized representative of each party.

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

- b. Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
 - c. If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.
- 3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use, release or threat of release of any pollutant, contaminant or hazardous substances by Contractor in connection with completion of the Project.
- 3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment.
- 3.7 Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608.
- 3.8 Special Contract Provisions. Contractor agrees to comply with all "Special Contract Provisions for Federally-Assisted Construction/Rehab Projects" identified in IFB 16-04 and appended hereto as part of **Exhibit A**. Such Special Contract Provisions" include, but are not limited to, conditions for access to records and record retention, prohibitions against lobbying and discrimination under federal law, compliance with Section 3 of the Housing and Urban Development Act (a separate notice is appended hereto as **Exhibit D**), compliance with federal laws and regulations dealing with labor standards such as the Davis-Bacon Act, the Copeland "Anti-Kickback Act" and the Contract Work Hours and Safety Standards Act, all federal environmental laws and regulations, including the Clean Air Act, Clean Water Act, Lead Based Paint Poisoning Prevention Act and Residential Lead-Based Paint Hazard Reduction Act of 1992 and all federal Debarment and Suspension regulations.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$48,883.70, as specifically detailed in **Exhibit B** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.
- a. Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without such a written amendment to this Agreement.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Unless **Exhibit B (Compensation)** dictates otherwise, the Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.
- c. Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- d. City will temporarily withhold Compensation amounts as required by A.R.S. § 34-221(C).

6. Termination.

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

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

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

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

7. Insurance.

For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

7.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

(A) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(B) **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

(C) **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

7.2 **Other Insurance Provisions.** The insurance policies required by Section 7.1 above must contain, or be endorsed to contain the following insurance provisions:

(A) **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provide such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

(B) For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

(C) Each insurance policy required by the Section shall provide that coverage shall not be canceled, except after providing notice to the City.

7.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

7.4 **Waiver of Subrogation.** Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).

7.5 **Verification of Coverage.** Within 10 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language effecting the coverage required by this Agreement. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this

Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

7.6 **Subcontractors.** Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

7.7 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

7.8 **Indemnification.**

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (*i.e.*, a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8. **Immigration Law Compliance.**

8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.

8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties

and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

9. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

10. **Notices.**

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing, and
- b. Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Copper Sun Construction, LLC
Attn: Ella Springfield, Vice President
320 N. Don Peralta Road
Apache Junction, AZ 85119

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
Attn: Fred Abraham, Supervisor, Community Housing
6842 N. 61st Avenue
Glendale, AZ 85301

With required copies to:

City of Glendale
City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

c. **Concurrent Notices.**

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. **Changes.** Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Term. The term of this contract is one year, which shall commence on the Effective Date of this Agreement. This Agreement will terminate on the date the work is completed or on one-year anniversary of its Effective Date, whichever is sooner.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 **Interpretation.**

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 **Survival.** Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

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

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

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

- Exhibit A Project
- Exhibit B Compensation
- Exhibit C Dispute Resolution
- Exhibit D Section 3 Clause Applicability

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

(The remainder of this page left intentionally blank.)

EXHIBIT A

CONSTRUCTION AGREEMENT

PROJECT DESCRIPTION

(See attached Project specifications and Drawings included in the original RFP and all addendums.)

Basis of the contract entails installation of attic vent turbines, one per unit at Glendale Homes and adding insulation as needed into the attic crawl space to a minimum R 22 rating up to a maximum R 39 rating

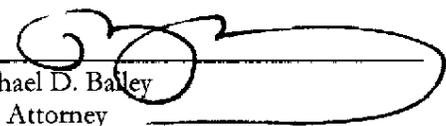
City of Glendale
an Arizona municipal corporation


By: Richard A. Bowers
Its: Acting City Manager

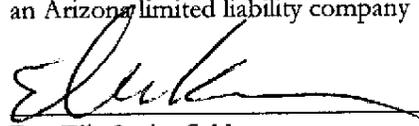
ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

Copper Sun Construction, LLC
an Arizona limited liability company


By: Ella Springfield
Its: Vice President

WOMEN-OWNED/MINORITY BUSINESS [] YES [] NO



Notice of Intent to Award

August 10, 2015

IFB Number: 16-04, Wind Turbine Installation for Glendale Community Housing

Thank you for participating and submitting a bid on the above solicitation. We appreciate your interest in doing business with the City of Glendale and trust that there will be opportunities in the future for your continued participation.

The City has completed the evaluation process of the bids received. The recommended award for this solicitation is to **Copper Sun Construction, LLC**, whose bid was determined to be the lowest, most responsive, responsible bid.

If you have any questions, or would like further information about the award, please contact me on or before August 17, 2015.

Sincerely,

Crista Clevenger

Contract Analyst

(623) 930-2865

Email: CClevenger@glendaleaz.com

Copper Sun

From: Clevenger, Crista [CClevenger@GLENDALEAZ.COM]
Sent: Wednesday, July 29, 2015 10:44 AM
To: Clevenger, Crista
Subject: Addendum #1 to IFB 16-04 Wind Turbine Installation for Glendale Housing



July 29, 2015

To Our Valued Vendors:

The City of Glendale has issued **Addendum No. 1 to IFB 16-04 for WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING.** Please make sure this Addendum and any other Addendums are included in your proposal submittal.

Addendum No. 1 and the complete solicitation document can be downloaded from the City of Glendale internet page at: <http://www.glendaleaz.com/purchasing/> select "Bid Opportunities" from quick links.

SOLICITATION NUMBER: IFB 16-04

TITLE: WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING

DUE DATE: AUGUST 5, 2015 BEFORE 2:00 P.M. (LOCAL TIME)

Please direct inquiries regarding this solicitation to:

Crista Clevenger
623-930-2865
CClevenger@glendaleaz.com
Contract Analyst
5850 West Glendale Avenue, Suite 317
Glendale, AZ 85301



SOLICITATION ADDENDUM

Solicitation Number: IFB 16-04 Addendum #1 Page 1 of 1

Solicitation Due Date: August 5, 2015 at 2:00 p.m. (Local Time)

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2865

IFB 16-04

WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING

As a result of the pre-bid conference held on July 23, 2015, the following revisions and clarifications have been made to Notice Inviting Bid No. 16-04:

SCOPE OF WORK

1. **DELETE** Section 1.2.8 Provide Owings Corning R-22 rated insulation blown in to a depth of 6” minimum in the attic areas of each unit as directed by the City;

REPLACE WITH Section 1.2.8 Provide Owings Corning minimum R-22 rated to maximum R-39 insulation **blown in** to a depth of 6” minimum in the attic areas of each unit as directed by the City;

2. **DELETE** Section 7.0 BIDDING SCHEDULE

ADD Section 7.0 REVISED – BIDDING SCHEDULE (attached)

GENERAL SPECIFICATIONS

3. **ADD** Section 1.3.6 Contractor shall acquire the necessary permits for turbine installation;

4. **ADD** Section 1.3.7 Contractor and his employees must wear name badges or a company shirt while on Glendale Community Housing properties;

QUESTION:

Q: Section 3.18 PERFORMANCE SURETY pg 16 paragraph 2: Is the twenty-five (25) percent surety bond amount correct or should it be 100%?

A: Yes, the 25% surety bond amount is correct.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____

	SOLICITATION NUMBER: IFB 16-04 Addendum No. 1 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	---	---

7.0 REVISED - BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Exclude Sales tax in the Unit Price.**

7.1 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING					
Item No.	Quantities (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)
7.1.1	70	Each	COMPLETE INSTALLATION OF LOMANCO 12 INCH GALVANIZED TURBINES (INCLUDING LABOR, TOOLS, MATERIALS, EQUIPMENT)	\$ _____	\$ _____
7.1.2	53,100	Sq. Ft.	OWINGS CORNING (MIN. R-22 RATED TO R-39 MAX.) INSULATION BLOWN IN TO A DEPTH OF 6 INCH MINIMUM (May not be needed)	\$ _____	\$ _____
GRAND TOTAL (Item Nos. 6.1.1 through 6.1.3)					\$ _____

7.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: _____ %

7.3 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

____ YES, I will accept payment under this contract with the Procurement Card.

____ NO, I will not accept payment under this contract with the Procurement Card.

Company Name: _____



GLENDALÉ

SOLICITATION ADDENDUM

Solicitation Number: IFB 16-04 Addendum #1 Page 1 of 1

Solicitation Due Date: August 5, 2015 at 2:00 p.m. (Local Time)

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2865

IFB 16-04

WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING

As a result of the pre-bid conference held on July 23, 2015, the following revisions and clarifications have been made to Notice Inviting Bid No. 16-04:

SCOPE OF WORK

1. **DELETE** Section 1.2.8 Provide Owings Corning R-22 rated insulation blown in to a depth of 6" minimum in the attic areas of each unit as directed by the City;

REPLACE WITH Section 1.2.8 Provide Owings Corning minimum R-22 rated to maximum R-39 insulation blown in to a depth of 6" minimum in the attic areas of each unit as directed by the City;

2. **DELETE** Section 7.0 BIDDING SCHEDULE

ADD Section 7.0 REVISED – BIDDING SCHEDULE (attached)

GENERAL SPECIFICATIONS

3. **ADD** Section 1.3.6 Contractor shall acquire the necessary permits for turbine installation;

4. **ADD** Section 1.3.7 Contractor and his employees must wear name badges or a company shirt while on Glendale Community Housing properties;

QUESTION:

Q: Section 3.18 PERFORMANCE SURETY pg 16 paragraph 2: Is the twenty-five (25) percent surety bond amount correct or should it be 100%?

A: Yes, the 25% surety bond amount is correct.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company:

Copper Sun Construction LLC

Address:

329 N. Don Peralta Rd. AS AZ 85119

Authorized Signature:

[Handwritten Signature]

Print Name and Title:

Ella Springfield Vice President

	<p align="center">SOLICITATION NUMBER: IFB 16-04 Addendum No. 1 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING</p>	<p>CITY OF GLENDALE Material Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--

7.0 REVISED - BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. Exclude Sales tax in the Unit Price.

7.1 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING					
Item No.	Quantities (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)
7.1.1	70	Each	COMPLETE INSTALLATION OF LOMANCO 12 INCH GALVANIZED TURBINES (INCLUDING LABOR, TOOLS, MATERIALS, EQUIPMENT)	\$281.91	\$19,733.70
7.1.2	53,100	Sq. Ft.	OWINGS CORNING (MIN. R-22 RATED TO R-39 MAX.) INSULATION BLOWN IN TO A DEPTH OF 6 INCH MINIMUM (May not be needed)	\$.55	\$29,150.00
GRAND TOTAL (Item Nos. 6.1.1 through 6.1.3)					\$48,883.70

7.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 6.0 %

7.3 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

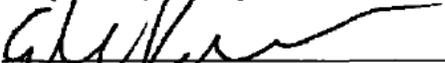
NO, I will not accept payment under this contract with the Procurement Card.

Company Name: Copper Sun Construction LLC

	<p align="center">SOLICITATION NUMBER: IFB 16-04</p> <p align="center">WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING</p>	
---	---	--

6.0 BIDDER SHEET

6.1 BID Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

 Authorized Signature	<u>Copper Sun Construction LLC</u> Company's Legal Name
<u>Ella Springfield</u> Printed Name Address	<u>320 N. Don Peratta Rd.</u>
<u>Vice President</u> Title	<u>Apache Junction AZ 85119</u> City, State & Zip Code
<u>480 797-9951</u> Telephone Number	<u>480 288 1099</u> FAX Number
<u>cscllcaz@gmail.com</u> Authorized Signature Email Address	<u>8/5/15</u> Date

For questions regarding this offer: (If different from above)

Contact Name	Phone Number	Fax Number
Email Address		

FEDERAL TAXPAYER ID NUMBER: [REDACTED]

Arizona Sales Tax No. [REDACTED] Tax Rate 6.0

Bidder certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No



SOLICITATION NUMBER: IFB 16-04
WIND TURBINE INSTALLATION FOR
GLENDALE COMMUNITY HOUSING

4.0 ADDITIONAL SUBMISSION REQUIREMENTS / ALTERNATIVES

4.1 LICENSED CONTRACTOR. Contractor shall be in full compliance with the Arizona Contractor License Laws, rules and regulations issued pursuant thereto. Contractor shall be a registered Contractor in the State of Arizona with the class of license required by the Registrar of Contractors for the work required and must submit copies of license(s) with bid. Contractor shall provide appropriate licenses applicable to this service as well as other licenses which may be required by law.

All certifications must include: class name; license number, and expiration date.

4.2 QUESTIONNAIRE Please respond to the following questions completely and thoroughly. Additional sheets may be used as required. This information will be used in the evaluation process.

4.3 What is the address of your office for contract administration and accounts receivables?

Contract Administration: Ella Springfield
 Address: 320 N. Don Peralta Rd
 City, State, ZIP: Apache Junction AZ 85119
 Phone: 480 797-9981
 Email: csc11cat@gmail.com

Accounts Receivable: Bambi Wagner
 Address: 320 N. Don Peralta Rd
 City, State, ZIP: Apache Junction AZ 85119
 Phone: 480 982-1131
 Email: csc11cat@gmail.com

4.4 List the designated Contract Manager who will be responsible for managing the work provided as part of this contract. (This individual shall be considered "key personnel").

Contract Manager's Name: Ella Springfield
 Email Address: csc11cat@gmail.com
 Phone Number: Cell Number: 480 797-9981
 Fax Number: 480 288-1099

4.5 Will your company comply with the response times listed in the Scope of Work?
 Yes: No:
 If no, why? _____

	<p align="center">SOLICITATION NUMBER: IFB 16-04</p> <p align="center">WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING</p>	
---	---	--

4.6 List three customer references for which your company has performed similar services (government and/or large businesses preferred.)

Reference One:

Name of Firm: City of Glendale Contact: Michael Johnson
 Phone Number: 623 930 3028 Fax Number: _____
 Date Service Performed: 2/2014

Reference Two:

Name of Firm: City of Glendale Contact: Fred Abraham
 Phone Number: 623 930 2180 Fax Number: _____
 Date Service Performed: 2/2014

Reference Three:

Name of Firm: FSK Contact: Rudolf Tietje
 Phone Number: 602 708-1617 Fax Number: _____
 Date Service Performed: 4/2014

Company Name: Copper Sun Construction LLC

	<p style="text-align: center;">SOLICITATION NUMBER: IFB 16-04</p> <p style="text-align: center;">WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING</p>	
---	---	--

8.0

SUB-CONTRACTOR LIST

If any Bidder intends to sub-contract any portion of this contract, the Bidder must submit the Sub-contractor List which includes the name, address, license number (if applicable) of each Sub-contractor, including the extent of such sub-contracting, and include with the bid.

NAME: Inca Roofing Inc. LICENSE 1165271
 ADDRESS: 2430 E. Danbury Rd Phoenix AZ 85032
 EXTENT OF WORK: Supply & Install Roof Turbines

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____



City of Glendale
 BID TABULATION
 IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING

Item No.	Qty	Units	Description	Copper Sun Construction		DD Kruse, LLC		Diamond Ridge Development	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
7.1.1	70	EA	COMPLETE INSTALLATION OF LOMANCO 12 INCH GALVANIZED TURBINES (INCLUDING LABOR, TOOLS, MATERIALS, EQUIPMENT)	\$ 281.91	\$ 19,733.70	\$ 182.50	\$ 12,775.00	\$ 415.00	\$ 29,050.00
7.1.2	53,100	Sq. Ft.	OWINGS CORNING (MIN. R-22 RATED TO R-39 MAX.) INSULATION BLOWN IN TO A DEPTH OF 6 INCH MINIMUM (May not be needed)	\$ 0.55	\$ 29,205.00	\$ 0.85	\$ 45,135.00	\$ 0.60	\$ 31,860.00
Grand Total					\$ 48,938.70		\$ 57,910.00		\$ 60,910.00

Recorded by: Quita Clevers
 Contract Analyst

Date: August 5, 2015



CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BID

SOLICITATION NUMBER: IFB 16-04

TITLE: WIND TURBINE INSTALLATION FOR GLENDALE
COMMUNITY HOUSING

BID DUE DATE AND TIME: AUGUST 5, 2015 AT 2:00 PM LOCAL TIME

PRE-BID CONFERENCE: JULY 23, 2015 AT 8:30 AM
NON-MANDATORY 6842 N. 61st Avenue, Glendale AZ 85301

A Site Visit will immediately follow the meeting

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Bids received by the correct time and date will be opened and the name of each bidder and the amount of the bid will be publicly read.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 3.3 for additional instructions for preparing an bid.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Crista Clevenger, Contract Analyst
(623) 930-2865
CClevenger@glendaleaz.com



SOLICITATION NUMBER: IFB 16-04
WIND TURBINE INSTALLATION FOR
GLENDALE COMMUNITY HOUSING

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGES
COVER	NOTICE IFB 16-04	1
	TABLE OF CONTENTS	2
1.0	INTRODUCTION	3 - 4
2.0	SPECIAL CONTRACT PROVISIONS for Federally-Assisted Construction/Rehab Projects	5 - 12
3.0	SPECIAL INSTRUCTIONS	13 - 16
4.0	ADDITIONAL SUBMISSION REQUIREMENTS / ALTERNATIVES	17 - 18
5.0	SPECIAL TERMS AND CONDITIONS	19 - 23
6.0	BIDDER SHEET	24
7.0	BIDDING SCHEDULE	25
8.0	SUB-CONTRACTOR LIST	26
9.0	PERFORMANCE BOND	27

ATTACHMENTS

BIDDER INFORMATION SHEET

DAVIS-BACON WAGE DETERMINATION

SAMPLE CONTRACT



SOLICITATION NUMBER: IFB 16-04
WIND TURBINE INSTALLATION FOR
GLENDALE COMMUNITY HOUSING

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

1.0 INTRODUCTION

1.1 The City of Glendale Community Housing otherwise referred to as "Public Housing Authority", or "PHA", is seeking sealed bids from qualified Contractors for the installation of wind turbines and attic insulation for 70 units at Glendale Homes. The work is to include cutting into the existing roofs at a designated location on each unit and installing one wind turbine per unit (two per building) and reinstall new shingles in the area where the roof cut was made over 15# felt. Wind turbines are to be painted to a color chosen by the PHA that will complement the existing roof and trim. The work also consists of removing any debris from the attic crawl spaces and disposal of items, seal any areas where insulation may enter the unit and installing 6 inches of R-22 insulation. The proposed work must be in compliance with all applicable requirements of HUD, the Environmental Protection Agency, and any other applicable city, state, or federal regulations. Funding for this project is budgeted in Capital Improvements.

1.1.1 Work Location: 5215 W. Ocotillo Road, Glendale, Arizona 85301.

1.2 **SCOPE OF WORK** The scope of this contract includes all labor, materials, tools, equipment, and any incidental items necessary to perform and complete the requested work. All work shall conform to the Maricopa Association of Government ("MAG") Standard Specifications. The Contractor shall:

1.2.1 Cut into the existing roof at a designated location per unit that is in agreement of the PHA and the contractor for a total of two turbines per building;

1.2.2 Remove existing roofing at the location of the cut and corresponding felt and underlayment and dispose offsite;

1.2.3 Supply and install new underlayment, 15# felt and new shingles to match the existing color of the roof shingles;

1.2.4 Supply and install seventy (70) Lomanco 12" galvanized wind turbine vents on existing roof (two per building, one per unit);

1.2.5 Supply spray paint and paint wind turbines using Roofers Choice - color Cedar;

1.2.6 Provide and install, as necessary, all sealing components such as mastic, caulk etc.;

1.2.7 Seal all areas of the attic where insulation could enter the unit and is to include but not limited to duct work, furnace compartments etc.;

1.2.8 Provide Owings Corning R-22 rated insulation **blown in** to a depth of 6" minimum in the attic areas of each unit as directed by the City;

 <p>GLENDALÉ</p>	<p>SOLICITATION NUMBER: IFB 16-04</p> <p>WIND TURBINE INSTALLATION FOR GLENDALÉ COMMUNITY HOUSING</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--

- 1.2.9 Remove and dispose of all roofing and attic debris offsite daily;
- 1.2.10 Remove all materials, tools and equipment from the work site daily;
- 1.2.11 At the completion of the work, completely clean the premises, removing and disposing of all debris and rubbish;
- 1.2.12 Supply a portable toilet facility for the workers; and
- 1.2.13 Complete all work to the satisfaction of the Site Representative, or designee. In the event that the work performance of the Contractor is not satisfactory, the Contractor shall be notified and given 24 hours to remedy the defective work. Labor for all jobs requiring any rework shall be at no cost to the City. If the Contractor fails to meet this requirement, the City reserves the right to obtain services from another source and deduct the cost from any monies due the contractor.
- 1.2.14 Comply with all city, state, federal laws and OSHA standards at all times.

1.3 GENERAL SPECIFICATIONS

- 1.3.1 The standard manufacturer warranty shall be for a minimum of two (2) years on all materials and a minimum of two (2) years warranty on all construction associated work with the installation of the wind turbines;
- 1.3.2 Price shall include all necessary labor and materials for a removal, disposal and installation as described in the "scope of work". Anything beyond this scope will constitute a change order in writing for any additional work;
- 1.3.3 Each tenant(s) shall be contacted and receive a minimum of 48 hours advance notice of work to be performed;
- 1.3.4 All work shall be performed Monday through Friday only between the hours of 8am and 4:30pm;
- 1.3.5 Project completion date sixty (60) calendar days after Intent to Award;

	SOLICITATION NUMBER: IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

2.0

**SPECIAL CONTRACT PROVISIONS
for Federally-Assisted Construction/Rehab Projects**

INTRODUCTION

This project is being financially supported by federal funds awarded by the U.S. Department of Housing and Urban Development to Community Housing for Capital Improvement Projects for public housing. As a result of using federal funds on this project there are a number of regulations that must be adhered to in order to receive prompt payment for work done under the program.

The information provided on the following pages outlines a number of conditions that the Contractor must abide by in order to enter into a contract for the work described in the specifications and contract drawings.

The following conditions take precedence over any conflicting conditions in the contract:

SEC. 1. APPLICATION TO SUBCONTRACTORS No money under this contract shall be disbursed by the Contractor to any sub-contractor or agency except pursuant to a written contract which incorporates the conditions listed below to the extent they are applicable.

SEC. 2. DEFINITIONS As used in this contract:

"HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.

"City" means the City of Glendale Arizona or a person authorized to act in their behalf.

"Act" means Title I of the Housing and Community Development Act of 1974, as amended, unless otherwise specified.

SEC. 3. ACCESS TO RECORDS AND RECORDS RETAINAGE

A. **Records to be Kept.** Records shall be maintained in accordance with requirements prescribed by HUD or the City with respect to all matters covered by this contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract.

B. **Documentation of Costs** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. **Inspection of Records** At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to the City, HUD and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this contract, and will permit the City, HUD and/or

	SOLICITATION NUMBER: IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	--

representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

SEC. 4. LOBBYING The Contractor certifies, to the best of his or her knowledge and belief, that:

- 1 No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- 2 If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3 The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.
- 4 This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31,

U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

SEC. 5. DISCRIMINATION Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

- A. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20000d)** which provides that no person shall, on the ground of race, color, or national origin, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at CFR 570.602** which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG/HOME program or activity.



SOLICITATION NUMBER: IFB 16-04
WIND TURBINE INSTALLATION FOR
GLENDALE COMMUNITY HOUSING

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

C. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794) which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.

D. Age discrimination Act of 1975, as amended (42 U.S.C. 6101) which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

E. Equal Employment Opportunity Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.

2 The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4 The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this

	<p style="text-align: center;">SOLICITATION NUMBER: IFB 16-04</p> <p style="text-align: center;">WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING</p>	<p style="text-align: center;">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	---

contains eight (8) or more units. The Davis Bacon Act is **not** triggered when CDBG/HOME funds are used for non-construction work such as acquisition, purchase of equipment, architectural and engineering fees, other services (legal, accounting, construction management), etc.

- 1 All workers employed by Contractors or subcontractors on construction work costing over \$2,000 and financed in whole or in part under this Contract shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor and specified in a wage determination.
- 2 In construction projects subject to the Davis-Bacon Act, Contractors and subcontractors shall submit weekly payroll information for each worker in the form prescribed by HUD, and shall post a notice listing the minimum wage rates at the work site or sites. In addition, Contractors and subcontractors shall be required to pay wages at least once a week.

B. Copeland "Anti-Kick Back Act" (18 U.S. C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3) This Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) Contracts awarded by grantees and sub-grantees in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Parts 3, 5 and 5a.

- 1 Under Section 103 Of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week.
- 2 Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

SEC. 7. Clean Water, Clean Air, E.O. 11738 and EPA Regulations Provision Compliance with Air and Water Acts apply to assisted construction contracts and related subcontracts exceeding \$100,000. In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto the Contractor agrees that:

- 1 Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- 2 They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines



SOLICITATION NUMBER: IFB 16-04
WIND TURBINE INSTALLATION FOR
GLENDALE COMMUNITY HOUSING

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7 The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

F. Section 3 Clause Projects involving construction where federal funding exceeds \$200,000 and any contract or subcontract exceeds \$100,000, the Contractor shall comply with the provisions of **Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.**

1. Section 3 requires that, to the greatest extent possible:

- a. Training and employment opportunities shall be made available to low-income residents of the metropolitan area in which the project is located; and
- b. Subcontracts shall be awarded to businesses owned by low income residents or to businesses in which at least 30% of their permanent employees are low-income residents.

2. Contractors and subcontractors shall be required to provide to the City plans for complying with these provisions and reports on the extent to which they have met them.

3. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project. The Contractor will not subcontract with any subcontractor where it has notice that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

SEC. 6. LABOR STANDARDS Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with labor standards in federally assisted programs:

A. **Davis-Bacon Act Provisions** All contracts for construction work in excess of \$2,000 awarded by grantees and sub-grantees shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276 a to a.7) as supplemented by Department of Labor Regulations (29 CFR Part 5). However, these requirements apply to the **rehabilitation** of residential property only if such property



SOLICITATION NUMBER: IFB 16-04
WIND TURBINE INSTALLATION FOR
GLENDALE COMMUNITY HOUSING

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

issued thereunder.

3 They will promptly notify the City of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4 They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the Government may direct as a means of enforcing such provisions.

SEC. 8. LEAD BASED PAINT *The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 U.S.C. 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35).*

1 The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.

2 At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325.

3 All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices.

4 At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. The lead level must meet the federal and North Carolina standard lead level threshold for Childhood Lead Exposure Act of North Carolina and the Environmental Protection Agency. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.1350(d).

SEC. 9. USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS
CDBG/HOME funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or sub-recipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24. (Government Debarment and Suspension Regulations).

SEC. 10. CONFLICT OF INTEREST

A. Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials No member, officer, or employee of the recipient, sub-recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with

	SOLICITATION NUMBER: IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. This provision shall be incorporated in all such contracts or subcontracts.

B. Contractor's Responsibilities The Contractor shall take appropriate steps to assure compliance with paragraph (A) of this section, and will incorporate the following provision into every subcontract:

"Interest of Sub-Contractor and Employees The Sub-Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program has any personal financial interest, direct or indirect, in this Contract. Any interest on the part of the Sub-Contractor or his employees must be disclosed to the Recipient and the City, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area."

SEC 11. DEBARRED CONTRACTORS: CDBG/HOME funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or sub-recipient during any period of debarment, suspension or placement of ineligibility status. The City will check all contractors, subcontractors, lower-tier contractors and sub-recipients against the Federal publication that lists debarred, suspended and ineligible contracts.

SEC. 12. DISPUTES, DEFAULT AND TERMINATION

A. Disputes In the event of dispute arising under this Contract, the Contractor shall notify the City promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the City; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided they have notified the City in writing as above stipulated.

B. Default and Remedies

1. Default shall consist of any failure by the Contractor to perform under this contract or written amendments thereto or any breach of any covenant, agreement, provision or warranty provided by the Contractor as a part of this contract. Actions which constitute a default include, but are not limited to:

- a. Failure to submit to the City reports which are required pursuant to this contract or the submission of required reports that are incorrect or incomplete.
- b. Submission of requests for payment or reimbursement of amounts that is incorrect or incomplete.



SOLICITATION NUMBER: IFB 16-04
WIND TURBINE INSTALLATION FOR
GLENDALE COMMUNITY HOUSING

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

- c. The failure of the Contractor to accept any additional conditions which may be provided by law, by executive order, by regulation or by other policy announced by the Town/County, the state or any federal agency.
- d. Failure to perform any activity required by this contract.

1 Upon occurrence of any default, the City shall advise the Contractor in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The City may suspend payment under the contract. If a default is not cured within 30 days from receipt of written notice of such default by the Contractor, the City may continue the suspension or, by written notice of termination, may terminate the contract.

2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of any default or breach of the contract; and the City may deduct the amount of damages from any outstanding payments to the Contractor or may withhold payments until such time as the exact amount of the damages is determined.

C. Termination

1 If federal funding for this project is terminated and no other funding is available for continuation of this project, the City will not be obligated to continue funding for the services contained in this contract and may terminate the contract.

2 In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased with CDBG/HOME funds by the Contractor under this contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

	SOLICITATION NUMBER: IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

3.0 SPECIAL INSTRUCTIONS

3.1 PRE-BID CONFERENCE

3.1.1 A Pre-Bid Conference will be held on July 23, 2015, 8:30 AM, Local Time, at 6842 N. 61st Avenue, Glendale, AZ 865301. A site visit will immediately follow the meeting. Attendance is not mandatory. Copies of the Invitation for Bids (IFB) will NOT be available.

3.1.2 *The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.*

3.2 RETURN OF BID One originally signed Bidder Sheet (Section 6.0) and one Bidding Schedule (Section 7.0). The bidder shall complete all sections of the solicitation in the format noted in the PREPARATION OF BID PACKAGE (Section 3.3) of this Invitation for Bid (IFB). If additional space is needed than what is given, enter "See Attachment A for detail." Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

3.3 PREPARATION OF BID PACKAGE The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

- 3.3.1 BIDDER SHEET, Section 6.0
- 3.3.2 BIDDING SCHEDULE, Section 7.0
- 3.3.3 *ADDENDUM, Return all addenda (if applicable).*
- 3.3.4 ADDITIONAL SUBMISSION REQUIREMENTS/ALTERNATIVES, Section 4.0
- 3.3.5 SUBCONTRACTOR LIST, Section 8.0

3.4 EVALUATION CRITERIA Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

3.5 TYPE OF AWARD The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.



SOLICITATION NUMBER: IFB 16-04
WIND TURBINE INSTALLATION FOR
GLENDALE COMMUNITY HOUSING

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

3.6 ALTERNATE BIDS/EXCEPTIONS

Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

3.7 BRAND NAME OR EQUAL Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

3.8 ESTIMATED QUANTITIES Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

3.9 PROPRIETARY INFORMATION

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.

3.10 INQUIRIES Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. A Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official bid due date and time. Oral

	SOLICITATION NUMBER: IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.

- 3.11 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 3.12 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 3.13 **EVALUATION LITERATURE** Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 3.14 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 3.15 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

	SOLICITATION NUMBER: IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	--

Violation of this provision will cause the Bid of the Bidder to be found in violation and to be rejected.

- 3.16 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

- 3.17 POST AWARD CONFERENCE** After award of the contract, the Contractor will be required to attend a post award conference.
- 3.18 PERFORMANCE SURETY REQUIREMENTS** The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of twenty-five (25) percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the bid documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

- 3.19 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

	SOLICITATION NUMBER: IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

4.0 ADDITIONAL SUBMISSION REQUIREMENTS / ALTERNATIVES

4.1 LICENSED CONTRACTOR. Contractor shall be in full compliance with the Arizona Contractor License Laws, rules and regulations issued pursuant thereto. Contractor shall be a registered Contractor in the State of Arizona with the class of license required by the Registrar of Contractors for the work required and must submit copies of license(s) with bid. Contractor shall provide appropriate licenses applicable to this service as well as other licenses which may be required by law.

All certifications must include: class name; license number, and expiration date.

4.2 QUESTIONNAIRE Please respond to the following questions completely and thoroughly. Additional sheets may be used as required. This information will be used in the evaluation process.

4.3 What is the address of your office for contract administration and accounts receivables?

Contract Administration: _____
 Address: _____
 City, State, ZIP: _____
 Phone: _____
 Email: _____

Accounts Receivable: _____
 Address: _____
 City, State, ZIP: _____
 Phone: _____
 Email: _____

4.4 List the designated Contract Manager who will be responsible for managing the work provided as part of this contract. (This individual shall be considered "key personnel").

Contract Manager's Name: _____
 Email Address: _____
 Phone Number: Cell Number: _____
 Fax Number: _____

4.5 Will your company comply with the response times listed in the Scope of Work?
 Yes: _____ No: _____

If no, why? _____

	SOLICITATION NUMBER: IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

4.6 List three customer references for which your company has performed similar services (government and/or large businesses preferred.)

Reference One:

Name of Firm: _____ Contact: _____

Phone Number: _____ Fax Number: _____

Date Service Performed: _____

Reference Two:

Name of Firm: _____ Contact: _____

Phone Number: _____ Fax Number: _____

Date Service Performed: _____

Reference Three:

Name of Firm: _____ Contact: _____

Phone Number: _____ Fax Number: _____

Date Service Performed: _____

Company Name: _____

	SOLICITATION NUMBER: IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

5.0 SPECIAL TERMS AND CONDITIONS

5.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City’s Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

5.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor’s sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

5.3 LIQUIDATED DAMAGES If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each work day of delay, the amount of \$50.00/property. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.

5.4 WEATHER If weather conditions are such as to adversely affect installation of the wind turbines, the City Project Administrator and/or Inspector may cease operations. Shut downs due to weather shall be at no additional cost to the City.

5.5 CITY HOLIDAYS No work under this Contract will be performed on any day recognized as a legal holiday by the City. No work shall be performed on Saturday or Sunday unless approved by the City Project Administrator.

	SOLICITATION NUMBER: IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

5.1 CERTIFICATION By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

5.2 PRICE All prices quoted shall be firm and fixed for the specified contract period.

5.3 TERM OF AGREEMENT The term of this agreement shall be for sixty (60) calendar days after Notice of Intent to Award is received.

5.4 CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.

5.5 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

5.6 PERMITS AND LICENSES – The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total BID cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

 <p>GLENDALÉ</p>	<p>SOLICITATION NUMBER: IFB 16-04</p> <p>WIND TURBINE INSTALLATION FOR GLENDALÉ COMMUNITY HOUSING</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	---

5.7 **INSURANCE** The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	\$1,000,000
Personal and Advertising	\$1,000,000
General Aggregate	\$2,000,000

 <p>GLENDALÉ</p>	<p align="center">SOLICITATION NUMBER: IFB 16-04</p> <p align="center">WIND TURBINE INSTALLATION FOR GLENDALÉ COMMUNITY HOUSING</p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--

Products-Completed Operations \$1,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

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

Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim \$1,000,000
Policy Aggregate \$2,000,000

5.8 WORKERS' COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

5.9 EMERGENCY BUSINESS SERVICES During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

 <p>GLENDALE</p>	<p>SOLICITATION NUMBER: IFB 16-04</p> <p>WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	---

5.10 CONTRACT CANCELLATION The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

- 5.10.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 5.10.2 The Contractor fails to perform adequately the services required in the contract.
- 5.10.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 5.10.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 5.10.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - 1. Deduction from an unpaid balance;
 - 2. Any combination of the above or any other remedies as provided by law.

5.11 WARRANTIES Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

5.12 NON-DISCRIMINATION By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

	SOLICITATION NUMBER: IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

6.0 BIDDER SHEET

6.1 **BID** Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

_____	_____
Authorized Signature	Company's Legal Name
_____	_____
Printed Name Address	
_____	_____
Title	City, State & Zip Code
_____	_____
Telephone Number	FAX Number
_____	_____
Authorized Signature Email Address	Date

For questions regarding this offer: (If different from above)

_____	_____	_____
Contact Name	Phone Number	Fax Number

Email Address		

FEDERAL TAXPAYER ID NUMBER: _____

Arizona Sales Tax No. _____ Tax Rate _____

Bidder certifies it is a: Proprietorship ___ Partnership ___ Corporation ___

Minority or woman owned business: Yes ___ No ___

	SOLICITATION NUMBER: IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

7.0 BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. Exclude Sales tax in the Unit Price.

7.1 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING

Item No.	Quantities (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)
7.1.1	70	Each	COMPLETE INSTALLATION OF LOMANCO 12 INCH GALVANIZED TURBINES (INCLUDING LABOR, TOOLS, MATERIALS, EQUIPMENT)	\$ _____	\$ _____
7.1.2	53,100	Sq. Ft.	OWINGS CORNING R-22 RATED INSULATION BLOWN IN TO A DEPTH OF 6 INCH MINIMUM - (May not be needed)	\$ _____	\$ _____

GRAND TOTAL (Item Nos. 6.1.1 through 6.1.3)	\$ _____
--	----------

7.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: _____%

7.3 DELIVERY Bidder states that all orders shall be delivered within XX calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

7.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

____ YES, I will accept payment under this contract with the Procurement Card.

____ NO, I will not accept payment under this contract with the Procurement Card.

Company Name: _____

	SOLICITATION NUMBER: IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

8.0

SUB-CONTRACTOR LIST

If any Bidder intends to sub-contract any portion of this contract, the Bidder must submit the Sub-contractor List which includes the name, address, license number (if applicable) of each Sub-contractor, including the extent of such sub-contracting, and include with the bid.

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

	SOLICITATION NUMBER: IFB 16-04 WIND TURBINE INSTALLATION FOR GLENDALE COMMUNITY HOUSING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	--

9.0 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized under the laws of the State of _____, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation in the State of Arizona (hereinafter called the "Obligee"), as Obligee in the amount of _____ Dollars (\$ _____), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the _____ day of _____, 20____, whereby Principal agreed to _____

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

NOW THEREFORE, the condition of this obligation is such that, if Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, with or without notice to the Surety, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all authorized amendments, modifications or exercise of options to said contract that may hereafter be made between the Principal and Obligee, notice of such amendments, modifications or exercise of options to this Surety being hereby waived, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court.

Signed this _____ day of _____, 20____.

"Principal"

By: _____

Its: _____

"Surety"

By: _____

Business Information Form

Definitions:

Small Business Enterprise (SBE) – A business that is independently owned and operated and which is not dominant in its field of operation and in conformity with specific industry criteria defined by the Small Business Administration (SBA). Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period.

Women-Owned Business Enterprise (WBE) – A business that is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Section 3 Business Concern - A business that meets at least one of the following:

- Is at least 51% or more owned by Section 3 residents (see definition and qualifications below); or
- At least 30% of its permanent, full-time employees are currently Section 3 residents, or within three years of the date of first employment with the business were Section 3 residents; or
- Can provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business.

Section 3 Resident Criteria – Section 3 residents are:

- Public housing residents including persons with disabilities; and
- Low and very-low income residents that earn no more than the following amounts:

Family Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income	\$37,200	\$42,500	\$47,800	\$53,100	\$57,350	\$61,600	\$65,850	\$70,100

General Decision Number: AZ150001 06/12/2015 AZ1

Superseded General Decision Number: AZ20140001

State: Arizona

Construction Type: Residential

County: Maricopa County in Arizona.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	06/12/2015

BRAZ0003-007 07/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 16.44	6.31

* ENGI0428-005 06/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Grader/Blade).....	\$ 26.44	9.55

IRON0075-008 01/01/2014

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

PLAS0394-006 07/01/2013

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

SUAZ2011-001 07/28/2011

	Rates	Fringes
ALARM INSTALLER, Includes Wiring and Installation.....	\$ 13.91	0.00
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 18.16	0.00
DRYWALL HANGER.....	\$ 15.00	0.58
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms.....	\$ 15.45	0.01
FORM WORKER.....	\$ 14.37	0.00
GLAZIER.....	\$ 13.45	0.00
HVAC MECHANIC (Installation of HVAC Duct).....	\$ 15.36	0.00
LABORER: Common or General.....	\$ 10.18	0.00
LABORER: Grade Checker.....	\$ 16.83	0.45
LABORER: Mason Tender - Brick...	\$ 12.77	0.00
LABORER: Mason Tender - Cement/Concrete/Stone.....	\$ 11.00	0.00
LABORER: Pipelayer.....	\$ 13.00	0.00
OPERATOR: Backhoe.....	\$ 18.29	0.00
OPERATOR: Excavator.....	\$ 24.67	0.00
OPERATOR: Forklift.....	\$ 16.17	0.00
OPERATOR: Loader (Front End)....	\$ 15.00	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.75	0.00

OPERATOR: Roller.....	\$ 16.24	1.42
OPERATOR: Scraper.....	\$ 19.20	1.52
OPERATOR: Tractor.....	\$ 22.63	0.00
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping.....	\$ 12.89	0.00
PLUMBER.....	\$ 20.14	4.08
ROOFER.....	\$ 13.67	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 17.73	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.02	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.50	0.00

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

=====

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

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

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

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

=====

END OF GENERAL DECISION

EXHIBIT B
CONSTRUCTION AGREEMENT
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The City shall pay the contractor \$48,883.70 maximum upon completion and acceptance of all work done to the City's satisfaction by the city of Glendale representative.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$48,883.70.

DETAILED PROJECT COMPENSATION

The contractor shall bill the city directly at 100% of project completion.

EXHIBIT C
CONSTRUCTION AGREEMENT
DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years' experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. Exceptions.

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

EXHIBIT D
SECTION 3 CLAUSE APPLICABILITY

Section 3 Clause

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Search Time:
9/28/2015 1:14:06 PM

File Number:
L12036752

Corporation Name:
COPPER SUN CONSTRUCTION LLC

Corporate Status Inquiry

This Limited Liability Company is in Good Standing

This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To reprint a previously generated Certificate of Good Standing click Reprint Certificate.

[Print Certificate \(/GoodStanding/PrintInstructions?corpId=L12036752\)](/GoodStanding/PrintInstructions?corpId=L12036752)

[Reprint Certificate \(/GoodStanding/Reprint?corpId=L12036752\)](/GoodStanding/Reprint?corpId=L12036752)

[Return to Corporate Details \(/Details/Corp?corpId=L12036752\)](/Details/Corp?corpId=L12036752)

[Privacy Policy \(http://www.azcc.gov/Divisions/Administration/Privacy.asp\)](http://www.azcc.gov/Divisions/Administration/Privacy.asp) | [Contact Us \(http://www.azcc.gov/divisions/corporations/contact-us.asp\)](http://www.azcc.gov/divisions/corporations/contact-us.asp)

Search Date and Time:
9/28/2015 1:13:53 PM

File Number:
L12036752

Corporation Name:
COPPER SUN CONSTRUCTION LLC

[Collapse](#) | [Expand](#)

Corporate Inquiry ▲

File Number	Corporation Name	Check Corporate Status
L12036752	COPPER SUN CONSTRUCTION LLC	<input type="button" value="Check Corporate Status"/>

Domestic Address ▲

320 N DON PERATTA RD
APACHE JUNCTION, AZ 85219

Statutory Agent Information ▲

Agent Name: ROBERT SPRINGFIELD
Agent Mailing/Physical Address:
320 N DON PERATTA RD
APACHE JUNCTION, AZ 85219
Agent Status: APPOINTED 07/06/2005
Agent Last Updated: 08/24/2007

Additional Entity Information ▲

Entity Type: DOMESTIC L.L.C.	Business Type:
Incorporation Date: 7/6/2005	Corporation Life Period: PERPETUAL
Domicile: ARIZONA	County: MARICOPA
Approval Date: 7/6/2005	Original Publish Date: 8/17/2007

Manager/Member Information ▲

Name	Title	Address	Date of Taking Office	Last Updated
------	-------	---------	-----------------------	--------------

Scanned Documents 

Click on a gold button below to view a document. If the button is gray, the document is not yet available. Please check back again later.

Document Number	Description	Date Received
<input type="button" value="02121777"/>	PUB OF ARTICLES OF ORGANIZATION	8/17/2007
<input type="button" value="01257834"/>	ARTICLES OF ORGANIZATION	7/6/2005

Microfilm 

Location	Entered	Description
31880001181	7/6/2005	ARTICLES OF ORGANIZATION
32061004597	8/17/2007	PUB OF ARTICLES OF ORGANIZATION

Privacy Policy (<http://www.azcc.gov/Divisions/Administration/Privacy.asp>) | Contact Us (<http://www.azcc.gov/divisions/corporations/contact-us.asp>)