

C-_____

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into this _____ day of _____, 2017, and is effective between the City of Glendale, an Arizona municipal corporation ("City"), and McKenna Contracting, LLC, an Arizona corporation 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;
- 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 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 in accordance with the schedule contained in Exhibit A.

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.
- a. 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.
 - b. Contractor must not 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.
- 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.

4. Compensation for the Project.

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$156,808.00, 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 prior written authorization from the City.
 - 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. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractor with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

9. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

10. 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.

11. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. Notices.

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

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

12.2 Representatives.

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

Mckenna Contracting, LLC
c/o David Mckenna
30357 N 73rd Lane

Peoria, AZ 85383

- 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
c/o Jamie Macfarlane, Revitalization Coordinator, Community Revitalization
5850 W Glendale Ave, Suite 107
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.

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

14. 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 one-year anniversary of its Effective Date.

15. Entire Agreement; Survival; Counterparts; Signatures.

15.1 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.

15.2 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.
- 15.3 **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.
- 15.4 **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.
- 15.5 **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.
- 15.6 **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.
- 15.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
17. **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 | Section 3 Clause Applicability |

(The remainder of this page left blank intentionally. Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

McKenna Contracting, LLC
an Arizona limited liability company



By: David McKenna
Its: Manager

WOMEN-OWNED/MINORITY BUSINESS ☐ YES ☒ NO

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

This project will include all labor, materials and equipment needed to complete renovation of units #4, #17 and #23 located at Cholla Vista public housing development per the Cholla Vista Apartment Accessibility Renovation attached in Exhibit B.

EXHIBIT B
CONSTRUCTION AGREEMENT
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Payment application accepted at 30% completion, 60% Completion, 90% Completion and 100% completion.

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 \$156,808.00.

DETAILED PROJECT COMPENSATION

Contractor shall be paid as shown in detail on the attached bid schedule.

City of Glendale - Community Housing Division

Cholla Vista Apartments
5320 W Maryland Avenue
Glendale, Arizona 85301
Units #4, #17 & #23

Cholla Vista Apartment Accessibility Renovation

Company Name:	Mckenna Contracting, LLC
Contact Name:	Dave Mckenna
Phone #:	623-262-2941
Email:	mckenna.david2015@gmail.com

LINE ITEM #	1 BEDROOM UNIT #17			1 BEDROOM UNIT #4			2 BEDROOM UNIT #23			SPECIFICATIONS
	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	
001	1		\$300.00	1		\$300.00	1		\$300.00	Building Permits, All items listed in the scope of work all to be completed per any applicable Local, State or Federal Codes and Regulations.
002	1	\$700.00	\$700.00	1	\$700.00	\$700.00	1	\$700.00	\$700.00	DEMOLITION - See plans
003	1	\$702.00	\$702.00	0	\$0.00	\$0.00	1	\$702.00	\$702.00	Framing Reconfigure walls per plans for new bathroom and widen opening for interior doors. Provide an attic access as in the bathrooms of all units.
004	1	\$800.00	\$800.00	1	\$800.00	\$800.00	1	\$800.00	\$800.00	Insulation Attic insulation to be R38 blown-in cellulose re-place any wall insulation that was removed during demolition
005	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	Electrical Relocate receptacles, switched and fixtures as needed. Includes wiring and trim. See electrical plan. Kitchen GFCI's and switches above countertop to be mounted at 38" AFF. Any receptacles or switches to remain in existing location will have new receptical switched and trim installed. Replace smoke detectors are installed and are hardwired & interconnected and CO as required. Arc-fault required in bedrooms. Kitchen and Bath to be GFCI. Switches to be white rocker style, Recepticles to be white and cover plates to be white.
006	1	\$2,800.00	\$2,800.00	1	\$2,600.00	\$2,600.00	1	\$2,800.00	\$2,800.00	Plumbing (Water, Sewer, Gas) Relocate lines as required per plans. Install new washer box with new 1/4 turn valves and air hammer installed.
007	1	\$6,599.00	\$6,599.00	1	\$6,599.00	\$6,599.00	1	\$6,832.00	\$6,832.00	HVAC Provide and install new 14 SEER heat pump package roof mounted HVAC unit. Remove existing unit and disposed of off-site in legal dump. Remove existing upducts. Mechanical contractor to properly sized unit to heat and cool residence per 2012 IECC. Provide calculations as required. New R-8 flex duct work shall be installed including new registers, air return, and jump ducts. Install includes any necessary electrical connections, plenums, stands, condensate lines, pads, insulation, piping, Freon, pans, straps and any other items for a fully operational system. If the existing over/under is adequate it may be reused. Provide and install new programmable thermostat. Extra care to not cut or damage trusses or other structural components when installing. Also include new exhaust fan in the bathroom. Unit to be Carrier, Trane, York, Rheem or Equal. Provide owner w/factory warranty, manual, & 1 yr contractor warranty. *** Contractor to provide all applicable information (bid will not be accepted without this) Manufacture: Model: Size: SEER: EER: HSPF: AFUE: T-Stat: Warranty:
008	1	\$700.00	\$700.00	1	\$300.00	\$300.00	1	\$800.00	\$800.00	Doors & Trim w/ Hardware Pre-hung 1 3/8" hollow core masonite 6 panel interior doors. Exterior doors to remain but shall be modified with a ADA threshold. See plans for sizing and swing. Include 2 1/4" colonial casing. See plans Provide and install new door hardware: Bed/Bath Lever: Kwikset Balboa Satin Nickel Bed/Bath Lever Model # 300BL 15 6AL RC Hall/Closet Lever: Kwikset Balboa Satin Nickel Hall/Closet Lever Model # 200BL 15 6AL RC Exterior Lever: Kwikset Balboa Satin Nickel Exterior Entry Lever and Single Cylinder Deadbolt Combo Pack Model # 690BL 15 CP K6 (2 sets for rear entry and 2 sets for front entry) Baseboard: 2 1/4" colonial base moulding Include any other hardware necessary for a complete installation of doors and trim Shelving: Fiberboard with bullnose edge, and cleating. All Bedroom closets get two 16" shelves, one at 40" and one at 80" & rods. Laundry gets one 12" shelf at 60". Pantry closets get 5 shelves. Shelves to be 24" deep except top shelf to be 12"

009	1	\$2,500.00	\$2,500.00	1	\$2,000.00	\$2,000.00	1	\$3,000.00	\$3,000.00	Drywall & Tape/Texture Replace all areas where drywall was removed. Remove acustic texture from ceiling in living and bedrooms. Ceiling: 1/2" sag resistant drywall Walls: 1/2" drywall Plumbing Walls: Non-paperface backer board (Denshield) (includes entire bathroom, washer/dryer wall and 4' on each side of the centerline of the kitchen sink) re-texture the entire unit with orange peel type texture
010	1	\$700.00	\$700.00	1	\$700.00	\$700.00	1	\$700.00	\$700.00	Paint All paint lead free. All surfaces clean/dry. Remove loose, blistered, scaling, deteriorated paint. Secure loose materials, set nails, fill holes, dents & cracks. Remove all deteriorated glazing compound & reglaze. Paint when temp is from 40-100 deg. No show-through, runs, sags or brush marks. All unpainted hardware, electrical trim, light fixtures to be paint free. No windows shall be painted shut. Remove ALL paint from glass, inside and out. Prime any bare surfaces. Low VOC Latex (Dunn-Edwards, Behr, Sherwin-Williams or Equal), Color: to be provided by housing, Sheen: Semi Gloss.
011	1	\$2,600.00	\$2,600.00	1	\$2,600.00	\$2,600.00	1	\$2,980.00	\$2,980.00	Flooring Prep flooring as necessary, level floor as needed and remove all debris. Install Luxury Vinyl Plank using the appropriate adhesive. Clean surplus adhesive from joints prior to completion. Clean all the flooring and apply silicone sealant to tub and baseboards.
012	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	Lighting Provide and install the following lighting, including setting any new boxes & switches. Kitchen Recessed Lighting: 6" cans with trim Bathroom Ceiling Mount: Hampton Bay 2-Light White Mushroom Flushmount Model # J0105H Bathroom Vanity Wall Mount: Hampton Bay 3-Light Brushed Nickel Vanity Light Model # EGM1393A-4/BN Laundry Ceiling Mount: Hampton Bay 2-Light White Mushroom Flushmount Model # J0105H Living Room Ceiling Fan w/Light: Hampton Bay Lyndhurst 52 in. Indoor White Ceiling Fan Model # 51012 Bedroom 1 Ceiling Fan w/Light: Hampton Bay Lyndhurst 52 in. Indoor White Ceiling Fan Model # 51012 Bedroom 2 Ceiling Fan w/Light (2BR Unit Only): Hampton Bay Lyndhurst 52 in. Indoor White Ceiling Fan Model # 51012
013	1	\$3,510.00	\$3,510.00	1	\$3,510.00	\$3,510.00	1	\$3,800.00	\$3,800.00	Kitchen & Vanity Cabinets Provide and install new prefinished wall and base cabinets. New Cabinet installation shall follow provided cabinet layout. New layouts must be approved by the City of Glendale. Cabinets shall meet or exceed the below listed standards and new layouts must meet the NATIONAL KITCHEN & BATH ASSOCIATION design standards. All cabinets shall be labeled with the manufactures name and shall be FHA Approved. ***Field measure, verify and approve all sizes prior to ordering. ***LAYOUT: Match existing ***COLOR: TBD ***SPECIES: OAK ***BACK PANEL: min. 3/8" particle. ***END PANEL: min. 1/2" particle. ***FACE FRAME: 3/4" solid wood. ***CABINET INTERIOR: wood patterned laminate. ***SHELVING: 3/4" particle w/ wood patterned laminate, adjustable, full depth. ***DRAWERS: 3/4" solid wood, dovetail joints, min 3/16" plywood bottom. ***DRAWER GUIDES: undermount, soft/self-closing, min 70lbs cap. ***HINGES: soft/self-closing, concealed, 6-way adjustable. ***TRIM: Solid wood stained to match. ***TOE KICK: min, laminated particle, color to match. ***Provide Handles for doors and drawers Kitchen Countertop Height to be 34", many upper cabinets are mounted on top of the counter others will be mounted at 44" AFF
014	1	\$1,600.00	\$1,600.00	1	\$1,600.00	\$1,600.00	1	\$1,600.00	\$1,600.00	Laminate Countertop Remove existing counter top and dispose of offsite. Install new laminate counter top, Wilsonart or Formica. Counter top shall include a 4" back splash at rear and ends walls. Counter top will be scribed to fit walls. Field verify measurements. Caulk any remaining gaps. Top must be level. End caps must be installed in matching laminate and neatly trimmed. Secure top @2' OC at front and rear with screws. Chips in laminate finish are not acceptable. Owner will have choice of in-stock color. High gloss type tops will not be offered. Color to be determined

015	1	\$468.00	\$468.00	1	\$468.00	\$468.00	1	\$468.00	\$468.00	Cultured Marble Vanity Top Provide and install new white cultured marble vanity top in bathroom. Unit 4 to include sink.
016	1	\$1,300.00	\$1,300.00	1	\$300.00	\$300.00	1	\$1,300.00	\$1,300.00	Provide and install American Standard, Declyn Wall-Mounted Bathroom Sink in White Model # 0321.026.020. Do not include sink in unit 4. Top rim is no more than 34" A.F.F., Bottom of apron is at least 29" A.F.F., At a point 8" back from front edge the lavatory is clear knee space at 27" high. Clear floor space is at least 30"x48" deep (that extends 17" to 19" under the lavatory) Includes Chrome P-trap , (2) 1/2 in. Nominal Compression Inlet x 3/8 in. O.D. Compression Outlet 1/4-Turn Angle Valve , (2) 3/8 in. OD x 1/2 in. IPS x 30 in. Faucet Supply Line Braided Stainless Steel, backing in wall per manufacture specs and Handy Shield MAXX Soft ADA Under-Lavatory Protector Model # 2003W and any other parts of labor for a complete installation.
017	1	\$300.00	\$300.00	1	\$300.00	\$300.00	1	\$300.00	\$300.00	Provide and install Glacier Bay Constructor 4 in. Centerset 2-Handle Mid-Arc Bathroom Faucet in Chrome Model # F512C033CP
018	1	\$3,000.00	\$3,000.00	1	\$3,000.00	\$3,000.00	1	\$3,000.00	\$3,000.00	Provide and Install Sterling Accord®, Series 7114, 60" x 30" x 74-1/4" ADA Tile Bath/Shower White (includes folding seat & grab bars) 71140115-0 Wall Set (71144113), Bath (71141114) - Determine if Left-hand or Right-hand Drain needed. Includes all necessary backing, plumbing and any other material required for a complete install. Clear floor space of 30" x 60" for side approach.
019	1	\$1,300.00	\$1,300.00	1	\$1,300.00	\$1,300.00	1	\$1,300.00	\$1,300.00	Provide and install Moen Chateau Chrome Posi-Temp® valve trim Model: TL181, Moen Chrome diverter spouts chrome Model: 3808, Moen chrome eco-performance handshower handheld shower Chrome [3869EP], Moen Chrome drop ell Model: A725. Includes any additional in-wall plumbing and any other items required for a complete installation. Hose for hand held shower to be at least 60" long. Tub faucet control to be located below the grab bar and between the open side and the centerline of the tub.
020	1	\$140.00	\$140.00	1	\$140.00	\$140.00	1	\$140.00	\$140.00	Provide and install 42" Side grab bar at toilet to be mounted 33"-36" A.F.F.. Diameter to be 1 1/2" -1 1/4". Mounted no more than 12" off back wall. Space between grab bar and wall in 1 1/2". Includes 54" long 2x12 blocking in wall.
021	1	\$140.00	\$140.00	1	\$140.00	\$140.00	1	\$140.00	\$140.00	Provide and install 36" back grab bar at toilet to be mounted 33"-36" A.F.F.. Diameter to be 1 1/2" -1 1/4". Mounted no more than 6" off side wall. Space between grab bar and wall in 1 1/2". Includes 48" long 2x12 blocking in wall.
022	1	\$58.00	\$58.00	1	\$58.00	\$58.00	1	\$58.00	\$58.00	Provide and Install Franklin Brass Futura Bath Accessory Kit in Polished Chrome (4-Piece) Model # DS2400PC. Toilet dispenser to be mounted at 24" A.F.F and is no more than 36" from back wall. Towel bar to be 44" A.F.F. and 4" off the edge of tub surround.
023	1	\$590.00	\$590.00	1	\$590.00	\$590.00	1	\$590.00	\$590.00	Provide and Install Kohler Highline® Classic Comfort Height® two-piece elongated 1.28 gpf toilet with Class Five® flush technology and right-hand trip lever K-3658-RA-0 or left-hand trip lever K-3658-0. Trip lever to be on accessible side of toilet. Top of toilet seat to be between 15" and 19". centerline is exactly 18" from closest side wall. Including 3/8 in. compression x 7/8 in. Ballcock Nut x 12 in. braided polymer toilet connector, with 1/2 in. Nominal Compression Inlet x 3/8 in. O.D. Compression Outlet 1/4-Turn Angle Valve, floor Hardware & Wax Ring. Include relocation of drain & water line including all parts and labor necessary for a complete installation.
024	1	\$160.00	\$160.00	1	\$160.00	\$160.00	1	\$160.00	\$160.00	Medicine Cabinet Provide and install KOHLER 30 in. W x 26 in. H Two-Door Recessed or Surface Mount Medicine Cabinet in Silver Aluminum Model # K-CB-CLC3026FS. To be mounted at 40" AFF over vanity.
025	1	\$140.00	\$140.00	1	\$140.00	\$140.00	1	\$140.00	\$140.00	Mirror Provide and install a 30" x 42" standard edge mirror secured with metal clips. Installed at 40" AFF over bathroom sink.
028	1	\$817.00	\$817.00	1	\$817.00	\$817.00	1	\$817.00	\$817.00	Provide and install Whirlpool 4.5 cu. ft. High-Efficiency Front Load Washer in White, ENERGY STAR Model # WFW75HEFW or Equal. Includes all applicable hoses, connections, cords, duct and any other parts for a complete installation.
029	1	\$854.00	\$854.00	1	\$854.00	\$854.00	1	\$854.00	\$854.00	Provide and install Whirlpool 7.4 cu. ft. Electric Dryer in White Model # WED75HEFW or Equal. Includes all applicable hoses, connections, cords, duct and any other parts for a complete installation.
030	2	\$350.00	\$700.00	2	\$350.00	\$700.00	2	\$350.00	\$700.00	Provide and install Laundry 123 10 in. Laundry Pedestal in White Model # XHP1000XW or Equal. Contractor responsible for verifying product works with selected washer & dryer.
031	1	\$421.00	\$421.00	1	\$421.00	\$421.00	1	\$421.00	\$421.00	Provide and install Frigidaire Front Control Dishwasher in White with Stainless Steel Tub in White Model # FDB2410HIS. Includes all applicable hoses, connections, cords & any other parts for a complete installation.

032	1	\$1,298.00	\$1,298.00	1	\$1,298.00	\$1,298.00	1	\$1,298.00	\$1,298.00	Provide and install GE 20.9 cu. ft. Bottom Freezer Refrigerator in White Model # GBE21DGKWW or Equal. Includes all applicable hoses, connections, cords & any other parts for a complete installation.
033	1	\$2,900.00	\$2,900.00	1	\$2,900.00	\$2,900.00	1	\$2,900.00	\$2,900.00	Provide and install Rheem EcoSense 6.4 GPM Natural Gas Mid Efficiency Indoor Tankless Gas Water Heater Model # ECO150DVLN3-1 or Equal. Includes all applicable gas lines, hoses, piping, venting, valves, mounting hardware, cords, t-stat or any other parts and labor necessary for a complete installation. Includes running gas line, water lines, vents and condensate lines as applicable. T-stat/Remote control to be mounted at 44" A.F.F with 30" x48" clear floor space.
034	1	\$526.00	\$526.00	1	\$526.00	\$526.00	1	\$526.00	\$526.00	Provide and install GE 30 in. 4.8 cu. ft. Free-Standing Gas Range in White Model # JGBS10DEKWW or Equal. Includes all applicable cords or any other parts necessary for a complete installation.
035	1	\$98.00	\$98.00	1	\$98.00	\$98.00	1	\$98.00	\$98.00	Provide and install NuTone RL6200 30 in. Non-Vented Range Hood in White Model # RL6230WH or Equal. Includes all applicable wiring, cords, bulb, duct and any other parts necessary for a complete installation.
036	1	\$500.00	\$500.00	1	\$500.00	\$500.00	1	\$500.00	\$500.00	Provide and install a Broan Two 15 Amp (20 Amp Total) 2-Function Single Pole Rocker Switch Wall Control in White for operation of range hood to meet ADA compliance. Includes gang box, wiring, cover plate and any other parts for a complete installation. To be mounted no more than 44" A.F.F.
037	2	\$1,750.00	\$3,500.00	1	\$1,800.00	\$1,800.00	2	\$1,750.00	\$3,500.00	Remove the existing sidewalk and landing from the front and rear of each unit out to the shared sidewalk. Replace with a sloped sidewalk and zero step landing that is 5' deep and extends from wall to wall. See units in complex that have already been constructed. Unit 4 only needs the rear landing extended to be 5' deep and to be from wall to wall
		\$50,221.00			\$45,719.00			\$51,724.00		SUBTOTAL
		\$3,048.00			\$3,048.00			\$3,048.00		Contingency
										\$156,808.00
										GRAND TOTAL

EXHIBIT C
SECTION 3 CLAUSE APPLICABILITY

EXHIBIT C

- 1.0 The Subrecipient agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:
- a. The work to be performed under this Agreement is on a project assisted under a activity providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative or workers, with which he has a collective bargaining agreement or other Agreement or understanding, if any, a notice advertising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or Community of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge 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 it with a preliminary statement of ability to comply with the requirements of these regulations.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement, will be a condition of the Federal financial assistance provided to the project.