

**CITY CLERK
ORIGINAL**

**PROJECT SPECIFICATIONS AND
CONTRACT DOCUMENTS**

PROJECT 131411

GLENDALE COMMUNITY CENTER FLOORING

DECEMBER 2013

**PROJECT FEDERALLY FUNDED
BAVIS BACON ACT APPLIES**



CITY OF GLENDALE

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

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

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Engineering Department

Memorandum

DATE: December 18, 2013
TO: Contractors and Prior Plan Holders
FROM: Engineering
SUBJECT: PROJECT NO. 131411 – GLENDALE COMMUNITY CENTER FLOORING

NOTICE OF RE-BID

Please be advised that this project which was originally bid on December 13, 2013 is being re-bid. **The new bid date is January 7, 2014 at 2:00pm.**

The only changes to the original plans and specifications are as follows:

Notice to Contractors

Bids must be received by the Engineering Department of the City of Glendale no later than 2.00p.m., January 7, 2014. Any bid received after that time will not be considered and will be returned to the bidder.

Strike the fourth paragraph which refers to a pre-bid conference.

Information for Bidders

Delete Item 16. Pre-Bid Conference in its entirety.

Bid Schedule

Remove current Bid Schedule and replace with attached "*Revised Bid Schedule 12/18/13*"

PLEASE SEE ATTACHED

REVISED BID SCHEDULE 12-18-13**Project 131411- Glendale Community Center Flooring****BASE BID**

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Asbestos Testing, Rooms A, B & C	1	LS		
2	Room A remediation	1	LS		
3	Demolition	1	LS		
4	Room A - Type 1 Flooring	371	SF		
5	Cove Base	153	LF		
6	Transition Strips (2)	10	LF		
7	Contingency	1	LS	\$700 00	\$700 00
Base Bid Total					

ALTERNATE 1

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
A	Room B remediation	1	LS		
B	Demolition	1	LS		
C	Room B - Type 1 Flooring	538	SF		
D	Cove Base	104	LF		
E	Transition Strips (1)	4	LF		
Alternate 1 Total					

ALTERNATE 2

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
A	Room B remediation	1	LS		
B	Demolition	1	LS		
C	Room B - Type 2 Flooring	538	SF		
D	Cove Base	104	LF		
E	Transition Strips (1)	4	LF		
Alternate 2 Total					

ALTERNATE 3

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
A	Room B remediation	1	LS		
B	Demolition	1	LS		
C	Room B - Type 3 Flooring	538	SF		
D	Cove Base	104	LF		
E	Transition Strips (1)	4	LF		
Alternate 3 Total					

ALTERNATE 4

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
A	Room C remediation	1	LS		
B	Demolition	1	LS		
C	Room C - Type 3 Flooring	2,375	SF		
D	Cove Base	264	LF		
E	Transition Strips (1)	35	LF		
Alternate 4 Total					



Engineering Department

Memorandum

DATE: December 5, 2013
TO: All Plan and Specification Holders
FROM: Engineering
SUBJECT: PROJECT NO. 131411- GLENDALE COMMUNITY CENTER FLOORING

ADDENDUM NO. 1

In accordance with the contract documents "Information for Bidders," Page 4, Paragraph 11 CHANGES TO PLANS AND DOCUMENTS, the following revisions to the plans and specifications shall become a part of the contract documents and the bidder shall acknowledge receipt thereof as directed in Paragraph 12 of the Information for Bidders.

1. Bid Schedule - The Description for Item No. C for Alternate 4 has been changed to read as follows "Room C-Type 3 Flooring". Please remove Page 7 of the Bid Schedule and replace with attached Revised Page 7.

PLEASE SEE ATTACHED

THIS ADDENDUM CONSISTS OF THE 1 PAGES INCLUDING THE COVER PAGE

BID SCHEDULE-REVISED 12-5-13					
Project 131411- Glendale Community Center Flooring					
BASE BID					
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Asbestos Testing, Rooms A, B & C	1	LS		
2	Room A remediation	1	LS		
3	Demolition	1	LS		
4	Room A - Type 1 Flooring	371	SF		
5	Cove Base	153	LF		
6	Transition Strips (2)	10	LF		
7	Contingency	1	LS	\$700.00	\$700.00
Base Bid Total					
ALTERNATE 1					
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
A	Room B remediation	1	LS		
B	Demolition	1	LS		
C	Room B - Type 1 Flooring	538	SF		
D	Cove Base	104	LF		
E	Transition Strips (1)	4	LF		
Alternate 1 Total					
ALTERNATE 2					
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
A	Room B remediation	1	LS		
B	Demolition	1	LS		
C	Room B - Type 2 Flooring	538	SF		
D	Cove Base	104	LF		
E	Transition Strips (1)	4	LF		
Alternate 2 Total					
ALTERNATE 3					
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
A	Room B remediation	1	LS		
B	Demolition	1	LS		
C	Room B - Type 3 Flooring	538	SF		
D	Cove Base	104	LF		
E	Transition Strips (1)	4	LF		
Alternate 3 Total					
ALTERNATE 4					
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
A	Room C remediation	1	LS		
B	Demolition	1	LS		
C	Room C - Type 3 Flooring	2,375	SF		
D	Cove Base	264	LF		
E	Transition Strips (1)	35	LF		
Alternate 4 Total					

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TECHINICAL SPECIFICATIONS

DRAWINGS

General Decision Number: AZ130032 11/01/2013 AZ32

Superseded General Decision Number: AZ20120037

State: Arizona

Construction Type: Building

County: Maricopa County in Arizona.

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

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	02/08/2013
3	05/17/2013
4	06/14/2013
5	07/05/2013
6	07/26/2013
7	08/02/2013
8	08/16/2013
9	08/23/2013
10	10/04/2013
11	11/01/2013

ASBE0073-002 08/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 37.96	12.72

BOIL0627-001 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 32.51	26.16

BRAZ0003-009 07/01/2010

	Rates	Fringes
BRICKLAYER.....	\$ 24.62	4.57

CARP0408-009 07/01/2012

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 23.00	9.24

CARP1327-001 07/01/2011

	Rates	Fringes
CARPENTER (Drywall Hanging Only)	\$ 19.25	6.46

 ELEC0640-005 09/01/2012

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring; Excludes Installation of Alarms and Sound and Communication Systems)	\$ 25.64	3%+7.71

 ENGI0428-012 07/29/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(1) Oiler.....	\$ 20.99	9.34
(2) Crane under 15 tons.....	\$ 24.26	9.34
(3) Crane, 15 tons to 100 tons, Tower Crane.....	\$ 25.34	9.34
(4) Crane, 100 tons and over.....	\$ 26.37	9.34

 IRON0075-011 01/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 26.52	20.65

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

 * LABO0383-005 11/01/2013

	Rates	Fringes
LABORER (MASON TENDER-BRICK)	\$ 18.63	4.35

 PAIN0086-006 04/01/2013

	Rates	Fringes
DRYWALL FINISHER/TAPER		
ZONE A.....	\$ 19.00	5.03
ZONE B.....	\$ 22.50	5.03

ZONE PAY:

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

 ZONE B: A distance of 101 miles and over from the old Phoenix

courthouse: \$3.50 per hour over ZONE A

 PLAS0394-001 07/01/2011

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

 PLUM0469-002 07/01/2013

	Rates	Fringes
PLUMBER/PIPEFITTER Cononino, Maricopa, and Yuma.....	\$ 33.55	17.05
Pima.....	\$ 30.30	16.15

 SFAZ0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.12	19.47

 SHEE0359-002 07/01/2013

	Rates	Fringes
SHEET METAL WORKER: (HVAC Duct Installation Only) Zone 1.....	\$ 30.42	14.99

 SUAZ2012-020 05/30/2012

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 21.14	3.14
CARPENTER (Form Work Only).....	\$ 19.67	5.45
CARPENTER (Metal Stud Installation).....	\$ 16.23	0.00
CAULKER.....	\$ 16.01	0.00
ELECTRICIAN (Alarm Installation).....	\$ 18.31	4.68
ELECTRICIAN (Installation of Sound and Communication Systems).....	\$ 17.20	2.87
FIREPROOFER.....	\$ 15.00	0.00
GLAZIER.....	\$ 18.67	1.44
INSTALLER - SIGN.....	\$ 19.16	3.58
INSULATOR - BATT.....	\$ 11.96	3.06

IRONWORKER, REINFORCING.....	\$ 14.92	0.00
LABORER: Asphalt Raker.....	\$ 15.18	1.30
LABORER: Common or General.....	\$ 13.80	2.24
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 21.00	7.37
LABORER: Fence Erection.....	\$ 19.73	0.00
LABORER: Landscape & Irrigation.....	\$ 11.33	0.43
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.24	3.90
LABORER: Pipelayer.....	\$ 15.10	0.85
LABORER: Plaster Tender.....	\$ 12.00	0.00
LABORER: Power Tool Operator....	\$ 14.85	4.20
LATHER.....	\$ 16.15	0.00
MASON - STONE.....	\$ 18.48	0.82
MILLWRIGHT.....	\$ 20.00	2.87
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.20	2.47
OPERATOR: Bulldozer.....	\$ 21.12	6.14
OPERATOR: Drill Rig Caissons....	\$ 19.06	2.39
OPERATOR: Drill.....	\$ 19.16	0.00
OPERATOR: Forklift.....	\$ 17.36	0.00
OPERATOR: Grader/Blade.....	\$ 21.00	7.07
OPERATOR: Loader (Front End)....	\$ 18.55	0.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 21.09	3.96
OPERATOR: Roller.....	\$ 25.00	0.00
OPERATOR: Scraper.....	\$ 21.41	0.00
OPERATOR: Screed.....	\$ 22.17	4.42
OPERATOR: Trencher.....	\$ 15.01	0.58
PAINTER: Brush, Roller, Spray and Steel.....	\$ 16.53	2.63
PLASTERER.....	\$ 16.71	0.00

ROOFER, Includes Waterproofing, and Installation of Metal Roofs.....\$ 16.71	1.67
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 18.85	2.79
TERRAZZO WORKER/SETTER.....\$ 21.13	0.00
TILE FINISHER.....\$ 12.50	0.00
TILE SETTER.....\$ 15.00	0.00
TRUCK DRIVER: Dump Trucks.....\$ 15.55	1.42
TRUCK DRIVER: Pickup Truck.....\$ 11.00	0.87
TRUCK DRIVER: Water Truck.....\$ 17.72	4.21
TRUCKDRIVER: 3 and 4 Axle.....\$ 19.29	1.36

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

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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 union or non-union.

Union Identifiers

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

example.

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

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

Davis Bacon Act Requirements

- **SECTION 1606 PREVAILING WAGES – DAVIS BACON ACT AND REQUIREMENTS**

Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by Recovery Act Funds shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the U.S. Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section.

- Post the required Poster (WH 1321) and applicable wage rates at the construction site:
<http://www.dol.gov/esa/whd/programs/dbra/wh1321.htm>
- Use either the DOL Payroll Form WH 347 and weekly Statement of Compliance or a payroll form with all of the same data elements as the DOL Payroll Form WH347 and a separate Statement of Compliance. Payroll Form WH347:
<http://www.dol.gov/esa/whd/programs/dbra/wh347.htm>

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

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

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

March 1997

INTRODUCTION

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

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

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

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

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

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

and

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

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CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

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

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

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

SECTION I THE BASICS

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

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

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

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

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

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

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

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

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

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

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

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

① You are *not required* to use Payroll Form LS-4. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the LS-4.

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

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

① If you number your payroll reports consecutively, you *do not* need to submit "no work" payrolls!

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION II REPORTING REQUIREMENTS

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

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

① **FOR MOST CONTRACTORS, THE WEEKLY CERTIFIED PAYROLL IS ALL THE PAPERWORK THAT IS REQUIRED FOR A DAVIS-BACON PROJECT!**

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

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

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

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

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

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

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

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

f **Gross Wages Earned.** Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764 85) and base deductions and net pay on the "all projects" earnings

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

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

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

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

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

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

SECTION III PAYROLL REVIEWS AND CORRECTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHAT HAPPENS WHEN THINGS GO WRONG?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) on the

_____ (Building or Work); that during the payroll period commencing on the

_____ day of _____ and ending the _____ day of _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor) from

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended, 1948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted to the Government are correct and complete; that the wage rates for laborers and mechanics contained herein are not less than the applicable wage rates contained in any wage schedule incorporated into the contract, and that the classifications set forth therein for each laborer or mechanic conform with the classifications set forth in the contract.

(3) That any apprentices employed in the above project are duly employed in a bona fide apprenticeship program registered with a State or Federal agency, and are recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or by the State or Federal agency in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That (a) WHERE FRINGE BENEFITS ARE PAID TO APPROPRIATE FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, in addition to the basic hourly wage rate paid on the payroll, an amount not less than the sum of the applicable hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION	EXPLANATION

REMARKS:

NAME AND TITLE _____ SIGNATURE _____

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

United States Department of Labor

Wage and Hour Division

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

- [WH-347 \(PDF\)](#)

OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse curser over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

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U.S. Housing and Urban Development

Section 3

Clause Requirements

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 will post copies of the bid notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

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.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5 5(a)(1)(iv), also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5 5(a)(4) Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed The wage determination (including any additional classification and wage rates conformed under 29 CFR 5 5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination, and

(2) The classification is utilized in the area by the construction industry, and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U S Department of Labor, Washington, D C 20210 The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary (Approved by the Office of Management and Budget under OMB control number 1215-0140)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary (Approved by the Office of Management and Budget under OMB Control Number 1215-0140)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program (Approved by the Office of Management and Budget under OMB Control Number 1215-0140)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid Whenever the Secretary of Labor has found under 29 CFR 5 5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5 5(a)(3)(i) This information may be submitted in any form desired Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U S Government Printing Office, Washington, DC 20402 The prime contractor is responsible for the submission of copies of payrolls by all subcontractors (Approved by the Office of Management and Budget under OMB Control Number 1215-0149)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5 5 (a)(3)(i) and that such information is correct and complete,

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3,

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A 3 (ii)(b)

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code

(iii) The contractor or subcontractor shall make the records required under subparagraph A 3 (i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5 12

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U S Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) 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 by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

The Copeland "Anti-Kickback" Act

OVERVIEW

The Copeland "Anti-Kickback" Act generally prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.

COMPLIANCE ASSISTANCE MATERIALS

BASIC INFORMATION

- [Employment Law Guide - "Kickbacks" in Federally Funded Construction \(Copeland Act\)](#) - Describes the basic provisions of the Copeland "Anti-Kickback" Act.
- [Copeland "Anti-Kickback" Act Compliance Assistance Web Page](#)

RECORDKEEPING

Each covered contractor or subcontractor must provide a weekly statement of the wages paid to each of its employees engaged in covered work. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and shall be on the "Statement of Compliance" form on the back of [WH-347 "Payroll \(For Contractors Optional Use\)"](#) or on any form with identical wording. Within seven days after the regular pay date for the pay period the statement shall be delivered to a representative of the federal or state agency in charge.

APPLICABLE LAWS AND REGULATIONS

- [The Copeland "Anti-Kickback" Act, 40 USC §276c and 18 USC §874](#) - The "Anti-Kickback" section of the Act precludes a contractor or subcontractor from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act also require the contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period.
- [29 CFR Part 3](#) - Regulations implementing the requirements of the "anti-kickback" section of the Copeland Act.

RELATED TOPICS AND LINKS

- Employment Law Guide - Prevailing Wages in Construction Contracts - Describes the coverage and basic requirements of prevailing wages in construction contracts. **See also Compliance Assistance By Law - The Davis-Bacon and Related Acts (DBRA).**
- Employment Law Guide - Hours and Safety Standards in Construction Contracts - Describes the Contract Work Hours and Safety Standards Act (CWHSSA) which requires contractors and subcontractors with covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. **See also Compliance Assistance By Law - The Contract Work Hours and Safety Standards Act (CWHSSA).**

DOL CONTACTS*

Wage and Hour Division

200 Constitution Avenue, NW

Room S-3502

Washington, DC 20210

Contact WHD

Tel: 1-866-4USWAGE (1-866-487-9243)

TTY: 1-877-889-5627

Local Offices

For questions on other DOL laws,

please call DOL's Toll-Free Help Line at 1-866-4-USA-DOL (1-866-487-2365). Live assistance is available in English and Spanish, Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time. Additional service is available in more than 140 languages through a translation service.

Tel: 1-866-4-USA-DOL (1-866-487-2365)

TTY: 1-877-889-5627

****Pursuant to the U.S. Department of Labor's Confidentiality Protocol for Compliance Assistance Inquiries, information provided by a telephone caller will be kept confidential within the bounds of the law. Compliance assistance inquiries will not trigger an inspection, audit, investigation, etc.***

The Contract Work Hours and Safety Standards Act (CWHSSA)

- [Overview](#)
 - [Compliance Assistance Materials](#)
 - [Basic Information](#)
 - [Fact Sheets](#)
 - [Recordkeeping](#)
 - [Applicable Laws and Regulations](#)
 - [Related Topics and Links](#)
 - [DOL Contacts](#)
 - [Return to By Law Menu](#)
-

OVERVIEW

The Contract Work Hours and Safety Standards Act (CWHSSA) applies to federal service contracts and federal and federally assisted construction contracts over \$100,000. It requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.

The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

COMPLIANCE ASSISTANCE MATERIALS

BASIC INFORMATION

- [Employment Law Guide: Hours and Safety Standards in Construction Contracts](#)

FACT SHEETS

- [Occupational Safety and Health Administration \(OSHA\) Compliance Assistance Fact Sheet \(PDF\)](#)

RECORDKEEPING

Depending on the type of federal procurement contract involved, the recordkeeping requirements the [Copeland Act](#) or the [McNamara-O'Hara Service Contract Act](#) apply to contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA).

APPLICABLE LAWS AND REGULATIONS

- [Title I - Contract Work Hours and Safety Standards Act](#)

- [29 CFR Part 4](#) - Regulations describing the labor standards for federal service contracts.
- [29 CFR Part 6](#) - Regulations describing the Rules of Practice for administrative proceedings enforcing labor standards in federal and federally assisted construction contracts and federal service contracts.
- [29 CFR Part 8](#) - Regulations describing practice before the Administrative Review Board with regard to federal service contracts.
- [29 CFR Part 5](#) - Regulations regarding the labor standards provisions applicable to contracts covering federally financed and assisted construction, as well as the labor standards applicable to nonconstruction contracts subject to the Contract Work Hours and Safety Standards Act.
- [The Occupational Safety and Health \(OSH\) Act of 1970 \(PDF\)](#)
- [29 CFR Parts 70 to 240](#) - Regulations issued by the Occupational Safety and Health Administration (OSHA) that cover a broad array of subjects, including procedures for state agreements; standards applicable to specific industries, such as shipyards, marine terminals, and agriculture; recording and reporting occupational injuries and illness; safety standards; health standards; and criteria for assessment of penalties.

RELATED TOPICS AND LINKS

- [Employment Law Guide - "Kickbacks" in Federally Funded Construction \(Copeland Act\)](#)
- Prohibits a contractor or subcontractor from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract and requires contractors and subcontractors on certain federally funded construction contracts to submit weekly statements of compliance. **See also Compliance Assistance By Law - [The Copeland "Anti-Kickback" Act.](#)**
- [Davis-Bacon and Related Acts Compliance Assistance Web Page](#)
- [McNamara-O'Hara Service Contracts Act Compliance Assistance Web Page](#)
- [Wage Determinations OnLine](#) - This Web site provides a single location for federal contracting officers and the public to use in obtaining appropriate Service Contract Act (SCA) and Davis-Bacon Act (DBA) wage determinations (WDs) for each official contract action.
- [State Occupational Safety and Health Plans](#)
- [OSHA Industry-Specific Resources](#)

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200 Constitution Avenue, NW
Washington, DC 20210
- **Contact OSHA**
Tel.: 1-800-321-OSHA (1-800-321-6742)
TTY: 1-877-889-5627
- **Local Offices**
- **For questions on other DOL laws,**
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TTY: 1-877-889-5627

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NOTICE TO CONTRACTORS

Sealed bids shall be either mailed to the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona, 85301, or hand-delivered to the Engineering Department office, third floor, 5850 West Glendale Avenue, Glendale, Arizona, for furnishing all plant, material, equipment and labor, and to complete construction of: **PROJECT NO. 131411 - GLENDALE COMMUNITY CENTER FLOORING.**

This is a federally funded project. Prevailing wage rates and fringe benefits payments, as determined by the Secretary of Labor pursuant to the provisions of the Davis Bacon Act, shall be the minimum wages paid to the described classes of laborers and mechanics employed, or working on this site, to perform the contract. General Decision Number AZ130032 is included in the bid documents. Contractor monthly reporting of employment, payroll, DBE and labor compliance is mandatory.

Bids must be received by the Engineering Department of the City of Glendale no later than 10:00a.m., December 13, 2013. Any bid received after that time will not be considered and will be returned to the bidder.

A pre-bid conference will be held on December 4, 2013, at 10:00a.m., at the Glendale Community Center, 5401 West Ocotillo Road, Glendale, Arizona. Bidders, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Engineer to answer any questions.

Each bid shall be in accordance with the plans, specifications and contract documents, and shall be set forth and submitted on the BID DOCUMENTS included with the project specifications book. The BID DOCUMENTS may be removed from the project specifications book and submitted independently of such book.

The City of Glendale reserves the right to reject any or all bids or waive any informality or irregularity in a bid. No bidder may withdraw his bid for a period of fifty (50) days after opening and reading of the bids.

The City of Glendale is an equal opportunity employer and minority business enterprises and women's business enterprises are encouraged to submit bids.

CITY OF GLENDALE, ARIZONA

INFORMATION FOR BIDDERS

1. **ELIGIBILITY OF CONTRACTORS:** When calling for bids for contracts for public work to be performed on behalf of the State or any political subdivision thereof, which will be paid for from public funds, no bid shall be considered for performance of a contract, including construction work which is not submitted by a bidder duly licensed as a contractor in this State. No bid shall be awarded to any contractor or entity not authorized to do business in the State of Arizona by the Arizona Corporation Commission, as required by statute.

2. **PROPOSAL:** Bids to receive consideration shall be made in accordance with the following instructions:

(a) Before submitting a bid, bidders shall carefully examine the plans and specifications and contract documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations.

(b) Bids shall be submitted on the "PROPOSAL" forms provided and delivered to the City of Glendale Engineering Department on or before the day and hour set in the "NOTICE TO CONTRACTORS," as published. Bids shall be enclosed in a sealed envelope marked on the outside lower right-hand corner indicating:

1. The bidder's name and address.
2. The project number.
3. The title of the project.
4. The time and date the bids are to be received.

(c) It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

(d) The signatures of all persons shall be in longhand. Any interlineations, alterations, or erasures must be initialed by the signer of the bid.

(e) Bids shall not contain any recapitulations of the work to be done. No oral, telegraphic, telephonic, or modified proposals will be considered.

3. **WITHDRAWAL OF BID:** Any bidder may withdraw his bid, either personally, by telegram or by written request, at any time prior to the scheduled closing time for receipt of bids. No bid may be withdrawn by telephone. Any bid withdrawn will not be opened and will be returned to the bidder. After opening and reading of the bids, no bidder may withdraw his bid for a period of fifty (50) days from the date of opening and reading.

4. **LATE BIDS:** Bids received after the scheduled closing time for receipt of bids, as contained in the "Notice to Contractors," will not be considered and will be returned to the bidder.

5. **AWARD OR REJECTION OF BIDS:** The contract will be awarded to the lowest and best qualified responsive bidder complying with these instructions and with the "NOTICE TO CONTRACTORS." The City of Glendale, Arizona, however, reserves the right to accept or reject any or all bids or to waive any or all informalities or irregularities in the bid. Alternates may be accepted depending upon the availability of City funds. Accepted alternates will be considered in determining the lowest responsive and responsible bidder.

6. **BIDDERS INTERESTED IN MORE THAN ONE BID:** No person, firm or corporation shall be allowed to make, file, or be interested in more than one (1) bid for the same work unless alternate bids are called for in the specifications or any addenda. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

7. **CONTRACT AND BONDS:** The form of contract, which the successful bidder as Contractor will be required to execute is included in the contract documents and should be carefully examined by the bidder. The successful bidder shall use the forms provided or such other forms as are acceptable by the City.

8. **INSURANCE REQUIREMENTS:** Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed. Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. **Contracts in excess of \$250,000 shall require \$2,000,000 single occurrence/\$5,000,000 annual aggregate.**

Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.

This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.

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

Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

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

Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

9. **SUBCONTRACTORS LISTING AND CERTIFICATION OF CONTRACT COMPLIANCE:** The contractor will be required to furnish the form of subcontractors listing and certification of contract compliance with the executed contract documents. This information is requested for tracking and insurance purposes only.

10. **INTERPRETATION OF PLANS AND DOCUMENTS:** If any person contemplating a bid for proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in or omissions from the plans and

specifications, he may submit to the Engineering Department, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Questions received less than ninety-six (96) hours before the bid opening time may not be answered. Any interpretation or correction of the documents will be made only by Addendum, duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The City of Glendale will not be responsible for any other explanations or interpretations of the proposed documents.

11. CHANGES TO PLANS AND DOCUMENTS: Any changes to the plans and documents shall be made only by Addendum. No verbal or other changes to the plans and documents will be valid. A copy of each Addendum will be mailed or delivered as provided in Section 12 below.

12. ADDENDUM: Any addenda will be faxed, mailed or delivered to all who are known by the City to have received a complete set of bid documents, and to offices where bid documents have been filed for review purposes. It is the responsibility of each bidder to ascertain that he has received all addenda issued by telephoning the office identified in the NOTICE TO CONTRACTORS as the location where bid documents are available prior to submitting his bid.

Bidders shall acknowledge all addenda in the appropriate location on the "PROPOSAL" form. Failure to acknowledge receipt of Addenda shall render the bid proposal non-responsive and it will be rejected.

13. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the Owner by the Owner unless such assignment has had prior approval of the Owner and consented thereto in writing.

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

15. TIME OF COMPLETION: The Contractor shall commence work under this project on or before the tenth day following receipt of the Notice to Proceed for that project from the City of Glendale and shall fully complete all work under the project within fourteen (14) consecutive calendar days from and including the date of receipt of such Notice to Proceed. Time is of the essence in the completion of all work required under this contract. The Contractor shall, at all times, during the continuance of the contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.

16. PRE-BID CONFERENCE: A pre-bid conference will be held on December 4, 2013, at 10:00a.m., at the Glendale Community Center, 5401 West Ocotillo Road, Glendale, Arizona. Bidders, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Engineer to answer any questions.

17. CITY OF GLENDALE TRANSACTION PRIVILEGE TAX: The City of Glendale transaction privilege tax shall **NOT** be waived under the provisions of this contract. The current privilege tax rate can be obtained from the City of Glendale Sales Tax and Licenses Department. The Contractor shall be responsible for reporting and payment of all city, county, state or federal taxes.

18. ALTERNATES: Alternate proposals will not be considered unless called for in the documents

or any addenda thereto. When alternates are requested, all requested alternates or alternate bid items, unless otherwise stated, shall be bid. If no change in the base bid will occur with the alternate, enter "No Change."

19. APPROVAL OF SUBSTITUTIONS: The materials, products and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered, before bid opening, unless written request for approval has been received by the City Engineer at least ten (10) working days prior to the scheduled closing time for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. Bidder shall not be entitled to approval of a substitute.

If a substitute is approved, the approval shall be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

20. USE OF "EQUALS": When the specifications for materials, articles, products and equipment state "or equal," contractor may bid upon, and use materials, articles, products and equipment which will perform equally the duties imposed by the general design. The City Engineering Department will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." It shall not be purchased or installed without the prior written approval from the City Engineering Department.

Approvals for "equals," before bid opening, may be requested in writing to the City Engineering Department for approval. Requests must be received at least ten (10) days prior to the date set for opening the Bid Proposals. The request shall state the name of the material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for approval of the equal. All approvals will be issued in the form of an addendum.

21. EXAMINATION OF CONTRACT DOCUMENTS AND VISIT SITE: Before submitting a Bid Proposal, bidders should carefully examine the Contract Documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations. No consideration will be granted for any alleged misunderstanding of the material, articles or piece of equipment to be furnished or work to be done. It is understood that the tender of the Bid Proposal carries with it the agreement to all items and conditions referred to herein or indicated in the Contract Documents.

22. BIDDERS IN DEFAULT: No bid will be awarded to any person, firm or corporation that is not authorized by the Arizona Corporation Commission to do business in the State of Arizona, in arrears or is in default to the City of Glendale upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City of Glendale, or has failed to faithfully perform any previous contract with the City of Glendale.

END OF INFORMATION FOR BIDDERS

PROPOSAL

Place City of Glendale

Date 1/7/14

Proposal of McHenna Contracting a Corporation organized and existing under the laws of the State of Arizona. a partnership consisting of _____; or an individual trading as _____.

TO THE HONORABLE MAYOR AND COUNCIL
CITY OF GLENDALE
GLENDALE, ARIZONA

Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for the construction of: **PROJECT 131411-GLENDALE COMMUNITY CENTER FLOORING**, in strict conformity with the plans and specifications for the following unit prices:

(Extension of these unit prices on the basis of estimated quantities and the totaling of these extensions are for the purpose of comparing bids only. The mathematics of such extensions and totaling will be checked and corrected by the Public Works/Engineering Department, before evaluating the bids, and the lowest of such corrected and checked totals will determine the lowest bids.)

REVISED BID SCHEDULE 12-18-13**Project 131411- Glendale Community Center Flooring****BASE BID**

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Asbestos Testing, Rooms A, B & C	1	LS	2,033	2,033
2	Room A remediation	1	LS	2,905	2,905
3	Demolition	1	LS	500	500
4	Room A - Type 1 Flooring	371	SF	12.78	4,741.38
5	Cove Base	153	LF	1.74	266.22
6	Transition Strips (2)	10	LF	21.13	211.30
7	Contingency	1	LS	\$700.00	\$700.00
Base Bid Total					\$11,356.90

ALTERNATE 1

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
A	Room B remediation	1	LS	4,183	4,183
B	Demolition	1	LS	350	350
C	Room B - Type 1 Flooring	538	SF	12.78	6,875.64
D	Cove Base	104	LF	1.74	180.96
E	Transition Strips (1)	4	LF	21.13	84.52
Alternate 1 Total					11,674.12

ALTERNATE 2

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
A	Room B remediation	1	LS	4,183	4,183
B	Demolition	1	LS	350	350
C	Room B - Type 2 Flooring	538	SF	4.83	2,598.54
D	Cove Base	104	LF	1.74	180.96
E	Transition Strips (1)	4	LF	21.13	84.52
Alternate 2 Total					7,397.02

ALTERNATE 3

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
A	Room B remediation	1	LS	4,183	4,183
B	Demolition	1	LS	350	350
C	Room B - Type 3 Flooring	538	SF	1.97	1,059.86
D	Cove Base	104	LF	1.74	180.96
E	Transition Strips (1)	4	LF	21.13	84.52
Alternate 3 Total					5,813.34

ALTERNATE 4

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
A	Room C remediation	1	LS	8,367	8,367
B	Demolition	1	LS	1,129.53	1,129.53
C	Room C - Type 3 Flooring	2,375	SF	1.97	4,678.75
D	Cove Base	264	LF	1.74	459.36
E	Transition Strips (1)	35	LF	21.13	739.55
Alternate 4 Total					\$15,374.19

The undersigned hereby declares that he has visited the site(s) and has carefully examined the contract documents relating to the work covered by the above bid or bids.

Upon receipt of notice of the acceptance of this bid, we will execute the formal contract attached within ten (10) days, and will deliver the Certificate of Insurance.

The undersigned has checked carefully all the above figures and understands that the City of Glendale, Arizona, will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the Mayor and Council of the City of Glendale, Arizona, reserves the right to reject any or all bids or to waive any informalities or irregularities in the bid.

Respectfully submitted,

Arizona Contractor's
Classification and
License No.

277335 KB-2

McKenna Contracting
Contractor

By David McKenna

5154 W. Windrose Dr.

Glendale, Az 85304

(Complete business address)

Telephone Number: 602-478-5773

Fax Number: 602-374-5982

Bidder shall signify receipt of all Addenda here (if any):

Failure to acknowledge receipt of all Addenda shall render the bid proposal non-responsive and will be rejected.

Acknowledged by [Signature]

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and McKenna Contracting, LLC an Arizona limited liability corporation, authorized to do business in Arizona ("Contractor") as of the 12 day of February, 2014.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A** ("Project"),
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders**, and the **Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions**,
- C. City and Contractor desire to memorialize their agreement with this document

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

- 1.1 **Scope.** Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City
- 1.2 **Documents.** The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein.

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

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

1.3 Project Team.

- (A) Project Manager Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement
- (B) Project Team.
 - (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor

(C) Sub-contractors.

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

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the Project shall be completed by no later than within fourteen (14) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that

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

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

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities")
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

- 3.5 Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project
- 3.6 Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection
- 3.7. Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A R S § 34-608
- 4. Compensation for the Project.**
- 4.1 Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$11,356 90, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation")
- 4.2 Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City
- (A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval
- (B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City
- 5. Billings and Payment.**
- 5.1 Applications.**
- (A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below
- (B) The period covered by each Payment Application will be one calendar month ending on the last day of the month
- 5.2 Payment.**
- (A) After a full and complete Payment Application is received, City will process and remit payment within 30 days
- (B) Payment may be subject to or conditioned upon City's receipt of
- (1) Completed work generated by Contractor and its Sub-contractors; and
- (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.
- 5.3 Review and Withholding.** City's Project Manager will timely review and certify Payment Applications
- (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment
- (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers
- (D) City will temporarily withhold Compensation amounts as required by A R S. 34-221(C).

6. Termination.

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

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

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

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

7. Insurance.

7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance")

- (A) Contractor and Sub-contractors Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed
- (B) General Liability
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering

owned, non-owned and hired automobiles.

- (D) Workers' Compensation and Employer's Liability A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law
- (E) Equipment Insurance Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors
- (F) Notice of Changes Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies,
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies, and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement
- (G) Certificates of Insurance
- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement
- (H) Other Contractors or Vendors
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e g , the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance)
- (I) Policies Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties

7.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance

8. Immigration Law Compliance.

- 8 1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program
- 8 2 Any breach of warranty under subsection 8 1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8 3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8 1 above
- 8 4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8 1 above Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable

papers or records for the purposes of enforcement of this section 8

- 8 5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City
- 8 6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement
- 8 7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
9. **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. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section
11. **Notices.**
- 11 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
- 11 2 **Representatives.**
- (A) Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is.

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

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

City of Glendale
 Attn: Mike Johnson
 5850 West Glendale Avenue
 Glendale, Arizona 85301

With required copies to:

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

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

- (C) Concurrent Notices.

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

written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

12. **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.

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.**

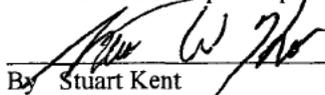
- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate
- (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which 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

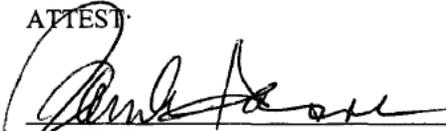
Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

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

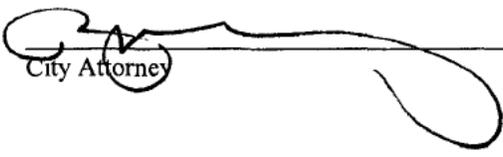
City of Glendale,
an Arizona municipal corporation


By Stuart Kent
Its Public Works Director

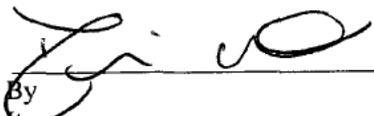
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM.


City Attorney

McKenna Contracting, LLC
an Arizona limited liability company


By
Its:

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

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

Base Bid: Removal of 371 square feet and 153 linear feet of base molding, install an epoxy, and polyurethane flooring system manufactured by Arizona Polymer Flooring.

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed 11,356 90

DETAILED PROJECT COMPENSATION

Base Bid only as shown on Page 7 of the Bid Schedule

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 Rules If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
- (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought.

by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

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

4. **Exceptions.**

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2014

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

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

PRODUCER Mohr & Associates, Inc. 706 E. Bell Rd. #100 Phoenix, AZ 85022	CONTACT NAME Mohr, David A PHONE (A/C No, Ext) 602-482-5880 E-MAIL ADDRESS danielle@davemohragency.com	FAX (A/C No) 602-457-0555
	INSURER(S) AFFORDING COVERAGE	
INSURED MCKENNA CONTRACTING LLC 5154 W WINDROSE DR GLENDALE, AZ 85304	INSURER A SECURA INSURANCE CO	
	INSURER B 800-558-3405	
	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	TC3189375	03/01/2013	03/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <small>Owned Private Pa</small>	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <small>Owned Autos O/E P</small>		A3189376	03/01/2013	03/01/2014
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

CITY OF GLENDALE ADDED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER**CANCELLATION**

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

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CITY OF GLENDALE, ARIZONA
PUBLIC WORKS/ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

PROJECT 131411 - GLENDALE COMMUNITY CENTER FLOORING

To the City of Glendale, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Glendale against any and all liens, claims of liens, suits, actions, damages, charges, costs, litigation expenses, attorneys' fees and any other and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installation.

Signed and dated at _____, this ____ day of _____, 20__.

Contractor

By _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

SUPPLEMENTAL GENERAL CONDITIONS

1. GENERAL: By Ordinance No. 1110 New Series, the City of Glendale adopted the "Uniform Standard Specifications for Public Works Construction," which are sponsored and distributed by the Maricopa Association of Governments. Copies of these documents, with revisions, are on file in the office of the City Engineer of the City of Glendale, and are hereby made a part of these Contract Documents.

Whenever in the Uniform Standard Specifications, the words "The Contracting Agency" are used, the meaning shall be the City of Glendale.

In all cases where ASTM, AASHTO, AWWA, USAG, Federal, City of Phoenix, MAG Specifications, Maricopa County, Arizona State Highway, or other standard specifications are referred to, unless otherwise stated, revisions, supplements or addenda issued on or before the date of this contract, shall prevail. In the event of any conflict between these project specifications and the requirements of the plans, detail drawings, MAG Standard Details and Specifications, these project specifications shall prevail.

2. DEFINITIONS: The following terms, as used in or pertaining to the Contract Documents, are defined as follows:

CITY: The word "City" refers to the City of Glendale, Arizona. The official representative of said City in these proceedings shall be the City Engineer.

CONTRACTOR: The word "Contractor" means the person, firm, or corporation with whom the Contract is made by the City.

MATERIALS: The term "Materials" includes, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

SUBCONTRACTOR: The word "Subcontractor" includes those having a direct contract with the Contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, but does not include those who merely furnish materials not so worked.

ENGINEER: The word "Engineer" means a person, firm or corporation duly authorized by the City, to act for the City in staking out the work, inspecting materials and construction, and interpreting plans and specifications.

CONTRACT DOCUMENTS: The words "Contract Documents" mean the Notice to Contractors, Information for Bidders, "Uniform Standard Specifications for Public Works Construction," MAG General Conditions, Supplemental General Conditions, Special Provisions, Supplemental Specifications, Proposal, Contract, Certificates of Insurance, Plans and Addenda thereto.

3. PROPOSAL QUANTITIES: It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used SOLELY for the purpose of comparing, on a consistent basis, the proposals offered for the work under this Contract; and the Contractor further agrees that the City will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or mis-statement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the specifications and the plans herein mentioned, or for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation except as may be provided for in this Contract.

4. WITHDRAWAL OF PROPOSALS: No proposal shall be withdrawn following the opening and reading of the bids for a period of 50 days from the date of opening without the consent of the

contracting agency through the body or agent duly authorized to accept or reject the proposal.

5. **LOSSES AND DAMAGES:** All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense except as otherwise provided by the contract documents or the laws of the State of Arizona.

6. **DUST PREVENTION:** The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the Engineer, in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations" which have been adopted pursuant to A.R.S. § 36-779.

The Contractor shall be required to obtain the necessary permit from the Maricopa County Air Pollution Control Bureau, 1001 N. Central Ave., Phoenix, Arizona 85004 - telephone (602) 506-6727.

7. **EXCESS MATERIAL:** Excess material shall be removed from the work site and wasted at a location approved by the Engineer. Broken concrete and asphalt may be delivered to the Glendale Sanitary Landfill located at 115th Avenue and Glendale Avenue. The prevailing regulations and fee schedule will not be waived for work under this project. All materials, to be disposed of at the landfill, shall be weighed and disposed of at the prevailing rate.

8. **STOCKPILE OF MATERIALS:** The Contractor may place or stockpile materials in the public right-of-way, if approved by the Engineer, provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations.

Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

9. **REFUSE COLLECTION ACCESS:** At any time the project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that normal refuse collection will be interfered with, the Contractor shall, at least 48 hours prior to causing such closure or disruption, make arrangements with the Field Operations Department in order that refuse collection service can be maintained.

10. **CLEAN-UP:** After all work under this contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris, and other materials not incorporated in the work, from the site of the work. Clean-up shall include the removal of all excess pointing mortar materials within pipes and removal of over-size rocks and boulders left after finish grading. The contractor shall provide for the legal disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.

11. **SHOP DRAWINGS:** The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing which substantially deviates from the requirements of the contract documents shall be evidenced by a change order.

When submitted for the Engineer's review, shop drawings shall bear the contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or sample submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall

12. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK: The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted, in writing, by the City. The Contractor shall turn over the entire work in full accordance with the specifications before final settlement shall be made.

13. STATUS OF EMPLOYEES: Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees.

14. LAWS AND REGULATIONS: This Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. The Contractor shall keep himself fully informed of all existing and future City and County Ordinances and Regulations and State and Federal Laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and comply with said Ordinances, Regulations, or Laws.

15. PERMITS: The City has obtained certain required permits which are included in the project specifications, but it will be the duty of the Contractor to determine that all the necessary permits have been obtained. The Contractor shall, at his own expense, obtain all required permits which have not been furnished by the City. A no-fee permit will be issued for work in the City of Glendale right-of-way and easement. (Also see Paragraph 7. Dust Prevention.)

16. ELECTRIC POWER AND WATER: The Contractor shall make his own arrangements for electric power and water. Subject to the convenience of the City, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water. Fire hydrant meters may be obtained from the City of Glendale. Installation and removal of meters should be scheduled through the City's Water Services/Utilities Division at 930-2700 For details and current rates, please visit <http://www.glendaleaz.com/CrossConnection/firehydrantmeterprogram.cfm>.

17. SURVEY CONTROL POINTS AND MONUMENTS: Existing survey monuments indicated on the plans or found during construction shall be protected by the Contractor, and in the event removal is necessary, removal and replacement shall be performed by permission of the Engineer, under direct supervision of the Engineer or his authorized representative. Survey monuments shall be constructed to conform to the requirements of MAG Specifications, Section 405, and Standard Details.

18. EXISTING UTILITIES: The Contractor is hereby advised that the location of all utilities, as shown on the plans, may not be complete nor exact and the Contractor shall satisfy himself as to the exact location of the utilities by contacting Blue Stake or the utility companies before proceeding with the work. After the underground utilities are located by Blue Stake or the utility company, the contractor shall excavate in a careful and prudent manner to prevent unwillful damage to the underground utilities.

In the event the Contractor or its Subcontractor damages an existing, properly identified underground City of Glendale water or sewer line, the Contractor shall be responsible for the repairs at its expense.

The exact location of all existing underground service utilities, whether or not indicated on the plans, shall be determined by the Contractor at no expense to the City, and he shall conduct his work so as to prevent interruption of service or damage to them.

The Contractor shall protect existing utility services and be responsible for their replacement if damaged by him, or to make necessary adjustment in their location, if required, in order to complete the work for his Contract.

Utility companies and other interested parties have been provided with construction plans and the construction schedule for this project. The Contractor shall comply with MAG Specifications 105.6 to cooperate with the utility companies.

19. MAINTENANCE OF IRRIGATION FACILITIES: Where irrigation facilities interfere with

construction, the Contractor shall remove and replace the affected irrigation facilities to its original condition. Final acceptance of replaced facilities will depend upon final approval of the Engineer.

20. OVERHEAD UTILITY LINES AND POLES: Contractor is advised that when work around overhead lines and poles is required on a project the Contractor is required to coordinate with Utility Companies who own and operate overhead lines and poles. The coordination may include, but not be limited to the following activities: pole bracing, de-energizing of lines, and temporary relocations. Contractor is responsible to contact the applicable Utility Company representative and discuss his proposed construction methods; in order to determine what actions the Utility Company must take and the costs related to those actions. The Contractor shall include these costs in the applicable bid items for this project.

The primary and the backup representatives for this review and cost determinations are as follows:

Arizona Public Service:	Mr. Bobby Garza	602-371-7989
Qwest:	Mr. Ron Floyd	602-630-1932
Salt River Power:	Mr. Al Baizel	602-236-0840
Cox Communications:	Mr. Randy Sims	623-694-9593
Cox Communications:	Ms. Suzanne Holzer	623-328-3522

21. SOUTHWEST GAS FACILITIES EXPOSED DURING CONSTRUCTION: The Contractor, upon exposing a gas line during construction, shall call SOUTHWEST GAS at 602-271-4277. The Southwest Gas patrolman will respond, usually within an hour, to inspect the line. Minor cuts or abrasions to the pipe coating will be rewrapped and tracer wire will be reconnected at no cost to the City.

22. UNDERGROUND UTILITIES' BEDDING: All water, sewer, storm drain, irrigation and other conduits installed within the City of Glendale shall be bedded from bottom of excavation to one foot above the pipe with granular bedding material meeting the requirements of Section 601.4.6 of MAG Uniform Standard Specifications. The initial bedding under the pipe is required for pipe having an inside diameter of 12 inches or larger, and in all cases where rock larger than 1-1/2" is encountered in the trench bottom.

23. SEWER SERVICE LINES: The Contractor shall be responsible for locating, and protecting from damage during construction, all sewer service lines within the project which are not owned by the City. Contractor will be permitted to review the "as-builts" to assist Contractor in locating the non-City owned sewer service lines. These "as-builts" were prepared, and supplied to the City, by private developers or contractors who installed the non-City owned sewer service lines. Therefore, the City does not guarantee or warranty the accuracy of such "as-builts" and the contractor, as a condition for being allowed to review such "as-builts", hereby agrees to hold the City harmless for any and all damages or other expenses contractor may incur as a result of any inaccuracies or incorrect information in these "as-builts".

24. RIGHTS-OF-WAY: The City will provide rights-of-way and easements for all work specified in this Contract, and the Contractor shall not enter or occupy with man, tools, equipment or materials any private ground outside the property of the City of Glendale, Maricopa County, Arizona, without the consent of the owner of such property.

25. SUBCONTRACTS: Subcontracts shall be in accordance with, and the Contractor shall be bound by, the following provisions:

All subcontracts shall be subject to the approval of the City.

All subcontracts shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract.

Certified copies of any and all subcontracts shall be furnished to the City Engineering Department; however, prices may be omitted.

Subcontracts shall conform to the regulations governing employment of labor.

The subcontracting of any part of the work will in no way relieve the Contractor of his responsibility under the Contract.

26. **PRE-CONSTRUCTION CONFERENCE:** After completion of the Contract Documents, to include bonds, insurance and signatures, and prior to the commencement of any work on the project, the Engineer will schedule a Pre-Construction Conference. This will be held at the City of Glendale, 5850 West Glendale Avenue, Glendale, Arizona.

The purpose of this Conference is to establish a working relationship between the Contractor, Utility Companies, and the Engineer. The agenda will include critical elements of the construction schedule, procedures for handling shop drawings and other submittals, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility companies, emergency telephone numbers for all representatives involved in the course of construction, and establishment of the Notice to Proceed date.

Minimum attendance by the Contractor shall be a responsible official of the company/corporation, who is authorized to execute and sign documents on behalf of the company/corporation.

27. **OVERTIME:**

Regular Work Hours: The work required to be performed by the Plans and Specifications for the Project shall be performed only during regular working hours, unless the City has authorized overtime work in accordance with the procedures set forth below. Regular working hours shall be defined as one 8-1/2 hour shift per day, Monday through Friday, or, upon prior approval of the City, one 10-1/2 hour shift per day on a compressed four day work week during Monday through Friday. Regular working hours shall not include Saturdays, Sundays or City of Glendale recognized legal holidays.

Authorization and Costs: If the Contractor desires to schedule work for times other than regular work hours (overtime), the Contractor shall make a written request to the City at least two business days prior to the scheduled overtime. The City reserves the right to deny the request to work overtime based on the best interest and needs of the City. If an overtime request is denied, the City may, at its sole discretion, extend the contract time at no additional costs to the City.

In the event the Contractor does perform work overtime, with or without the prior approval of the City, the Contractor shall be responsible to the City for all additional costs that may be incurred by the City as a result of the Contractor's overtime work, including costs for engineering, inspections, testing, surveying and construction administration, all in accordance with MAG Section 108.5. However, the Contractor shall not be responsible for City's costs incurred as a result of overtime work requested by the City or overtime work resulting from an emergency which is not the responsibility of the Contractor or its employees, subcontractors or suppliers. The City's cost will be billed directly to the Contractor or may, at the City's option, be deducted from monies due the Contractor.

28. **CONTRACTOR'S CONSTRUCTION SCHEDULE:** Concurrently, with the execution of the contract and prior to the pre-construction conference, the Contractor shall submit a preliminary schedule for the Engineer's acceptance. The schedule shall be in sufficient detail to allow the Engineer to determine if the proposed schedule will conform to an approved program of construction operations, as determined by the contracting agency. Within ten calendar days after the preliminary schedule, described above, has been approved by the Engineer, the Contractor shall submit a progress schedule, utilizing the critical path method scheduling technique, showing the order in which he proposes to carry out the work, the dates on which he will start each phase of the work, and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence construction until the schedule complying with this paragraph has been submitted to the City. The Contractor will not be granted any extension to the contract time or compensation for any damages as a result of the City's refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and approved by the Engineer.

The critical path method (CPM) scheduling technique requires a breakdown of the entire work into

individual tasks and an analysis of the number of days required to perform each task. The schedule submitted to the City should highlight and identify the critical path for the project. After the work is in progress, the Contractor shall submit supplementary progress schedules, using the critical path method technique, of the progress to date and projection for completion. The supplementary progress schedules shall be submitted with each pay request in accordance with the paragraph, "Payments to Contractors," of these Supplemental General Conditions. The progress schedules shall be subject to the approval of the Engineer. In the event the Contractor fails to submit a supplementary progress schedule acceptable to the Engineer, the City may withhold further progress payments to the Contractor until the Contractor submits an acceptable supplementary progress schedule, which is approved by the Engineer, to the City. Schedule changes requiring an increase in the City's engineering personnel on the project shall not be put into effect until the Engineer has approved such increase and made arrangements for the required additional personnel.

29. CHARACTER OF WORKMEN: None but skilled foremen and workmen shall be employed on work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section of the specifications.

30. HINDRANCES AND DELAYS: Except as otherwise provided herein, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work embraced in this Contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time allowed for completing the work, sufficient to compensate for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor shall give said Engineer immediate notice in writing of the cause of such delay.

30.1 Delay: In the event of a delay for which the City is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of City and Contractor at the time this Contract is executed, City and Contractor shall negotiate, in good faith, a payment by the City to Contractor for the expenses incurred by Contractor as a result of such delay, in accordance with the City of Glendale Engineering Department's POLICY STATEMENT FOR CALCULATING DELAYS AND DAMAGES. This provision shall not be construed to void any provision in the contract which requires notice of delay or provides for liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, engineer or other contractor employed by the City, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor's control, the Contractor shall not be entitled to any payments or compensation for expenses incurred as a result of such delay, but the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine. No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any Subcontractor hired by Contractor.

31. LIQUIDATED DAMAGES:

31.1 Should the contractor fail to substantially complete the work under this contract within the time for completion stated in the paragraph "Time of Completion," in the Information for Bidders, then the contractor shall pay the City of Glendale, Arizona, liquidated damages, pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments, until the work is substantially complete.

31.2 Should the contractor fail to fully and finally complete the work under this contract within the time for completion set forth in the paragraph "Time of Completion," in the Information for Bidders, even though the contractor has achieved substantial completion of the work within such time, then the contractor shall pay the City of Glendale, liquidated damages (pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments), in an amount equal to 100% of the applicable liquidated damage rate set forth in MAG Section 108.9 for each and every calendar day of delay until the work is fully and finally complete and accepted.

31.3 The date of substantial completion shall be the date when the work is sufficiently complete, in

accordance with the contract documents, so the owner can fully occupy and utilize the work or designated portion thereof for the use for which it is intended, with all the project's parts and systems operable as required by the contract documents and all the work is complete, accessible, operable, and usable by the owner for its intended purpose(s), and all parts, systems and sitework are 100% complete and cleaned for the owner's use. Only incidental corrective work and final cleaning (if required), beyond cleaning needed for the owner's full use, may remain for final completion.

31.4 Full and final completion shall be that date when all work under the project, including incidental corrective work under punch list and final cleaning, has been completed and the entire project is accepted by the owner.

32. PAYMENTS TO CONTRACTOR: The measurements of quantities and the payments to the Contractor shall be in accordance with MAG Uniform Standard Specifications for Public Works Construction, Part 100 - General Conditions, Section 109 - Measurements and Payments.

Payments will be made on the basis of itemized, monthly statements prepared by the City and signed by the Contractor. The Contractor shall submit an itemized, duly certified and approved estimate for work completed through the last day of the preceding month in accordance with MAG Specifications, as amended by these Supplemental General Conditions. Upon approval of the pay estimate, the City will mail the check directly to the Contractor.

The pay estimate shall be accompanied by an updated progress schedule as required by these Supplemental General Conditions and a cash flow report when required by the Special Provisions. Approval of progress payments shall be conditional upon submittal of progress schedules and cash flow reports, when required, which are acceptable to the Engineer.

Upon 100% completion and acceptance of the project, and with the request for final payment, the Contractor shall complete and submit the "Contractor's Affidavit Regarding Settlement of Claims" form which is included in these specifications. Before final payment and release of retention, Contractor must arrange for its Surety to provide the City with a fully executed AIA Consent of Surety form. To avoid delays in the final payment, the Surety may send the Consent of Surety directly to the City via fax at (623) 915-2689, and mail the original to the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301. Should any ambiguity arise between the Contract and these Conditions, the provisions of the Contract shall prevail.

END OF SUPPLEMENTAL GENERAL CONDITIONS

SPECIAL PROVISIONS

1. SCOPE OF WORK: Base Bid: Removal of 371 square feet and 153 linear feet of base molding, install an epoxy, and polyurethane flooring system manufactured by Arizona Polymer Flooring.

2. DEFINITIONS:

A. Section: Reference to a Section on the plans or in these Specifications shall mean a Section of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments (MAG), latest revision. The provisions of MAG Uniform Standard Specifications and Details for Public Works Construction, which are not altered or modified by the drawings or by these Special Provisions or by any subsequently issued Addendum, shall apply to the contract even though the Contractor's attention is not specifically drawn to such provisions.

B. Standard Detail: Reference to a MAG Standard Detail (MAG S.D.) on the plans or in these specifications shall mean a standard detail drawing in the latest revision of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments. City of Glendale Standard Detail (C.O.G. S.D.) shall mean a standard detail drawing in the City of Glendale's Engineering Design and Construction Standards, latest revision. City of Phoenix Standard Detail (C.O.P. S.D.) shall mean a standard detail drawing in the Phoenix Supplemental Standard Details for Public Works Construction, latest revision.

3. COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS: In all instances wherein the item and/or specifications require installation or construction in accordance with either manufacturer's or supplier's recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portions clearly marked for approval prior to the commencement of work on that item or portion of the contract.

4. PROTECTION OF EXISTING CONDITIONS

A. Protection of existing building with tenants:

1. Maintain all required exits per applicable City of Glendale approved codes. Do not block or restrict access and use of these exits during the Work of this Project.
2. Provide protection to ensure safe passage of people around Selective Demolition area and to and from occupied portions of building.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent building and facilities to remain.

1. Protect walls, ceilings, floors, and other existing finish work that are to remain or that may be exposed during Selective Demolition or cutting and patching operations.
2. Cover and protect finishes and equipment from soilage or damage when Selective Demolition work is performed in areas where such finishes and equipment are indicated to remain. Should existing work be damaged during the course of the Selective Demolition or during construction, repair damaged finishes and equipment to new condition, to be indistinguishable from existing work identified to remain.

C. Dustproof Partitions:

1. Erect and maintain dust proof closures as required to prevent spread of dust or fumes to adjacent occupied areas.
2. On completion, remove partitions and repair damage surfaces to match adjacent surfaces.

D. Existing Equipment:

1. All vending machines, tables etc. will be removed prior to Contractor starting work.

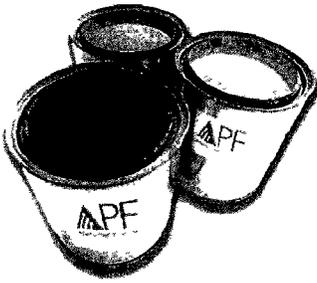
5. FINISH COLORS: Floor color to be selected by owner. Rubber base color to be selected by owner.
6. REFUSE: A dumpster will be provided at the location shown on the location map/photo.
7. ALLOWANCE FOR CONSTRUCTION CONTINGENCIES: Bid schedule includes a lump sum contingency allowance. This allowance is at all times the property of the City and is for the sole purpose of reimbursing Contractor for any unforeseen work not apparent at the time of bidding or additional work requested by the CITY OF GLENDALE.

No work anticipated for reimbursement under this Bid Item shall be initiated by Contractor until Contractor, City of Glendale Representative and City of Glendale agree on the scope and cost to perform the additional work. The Contractor shall prepare and submit to City of Glendale Representative a cost itemization and summary for the additional work. City of Glendale Representative and City of Glendale shall review and approve prior to Contractor proceeding with any additional work. Any portion of the stated sum not expended remains the property of the City of Glendale.

Work under this section shall consist of any additional work identified by the owner and contractor due to construction activity. All work under this item shall be itemized as per MAG requirements and deducted from the set amount of \$700. All work under this section shall include but is not limited to all necessary materials, tools, layout, survey and labor required to complete each task.

Measurement and payment for this item shall be made on an individual basis per task and as described above. Limit for this item is set at \$700 on the bid form, under line item ALLOWANCE FOR CONSTRUCTION CONTINGENCY.

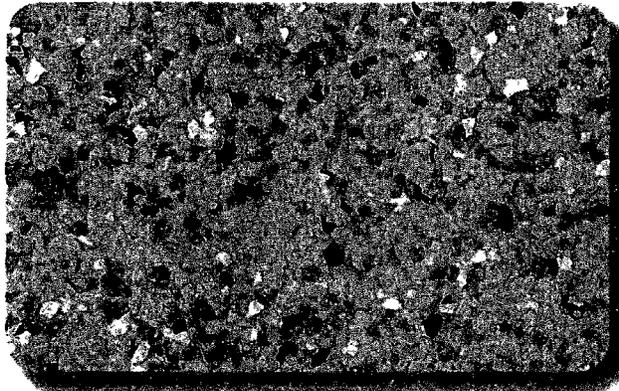
END OF SPECIAL PROVISIONS



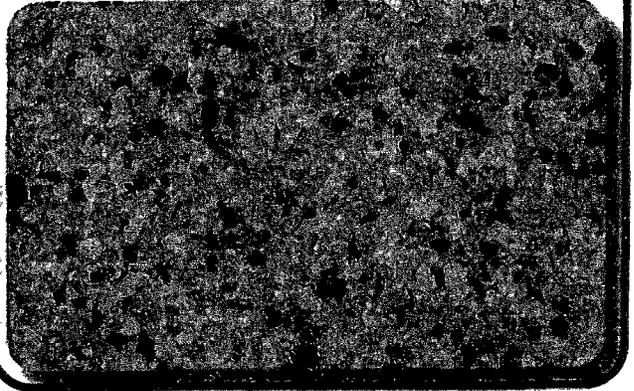
GRANITEX COLOR CHIPS

Arizona Polymer Flooring offers 12 different Granitex chip blends in 1/8 inch, 1/4 inch and 5/8 inch chips

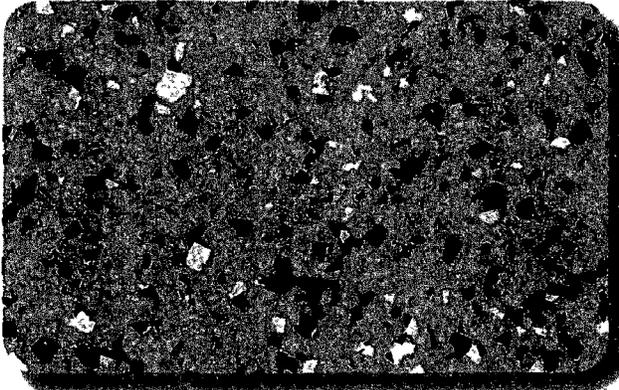
■ **Cafe Mocha**



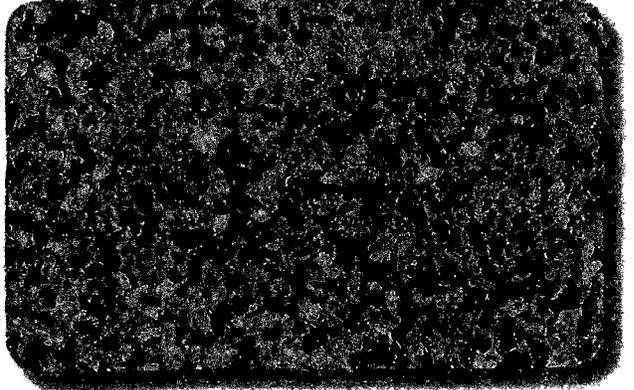
■ **Desert Butte**



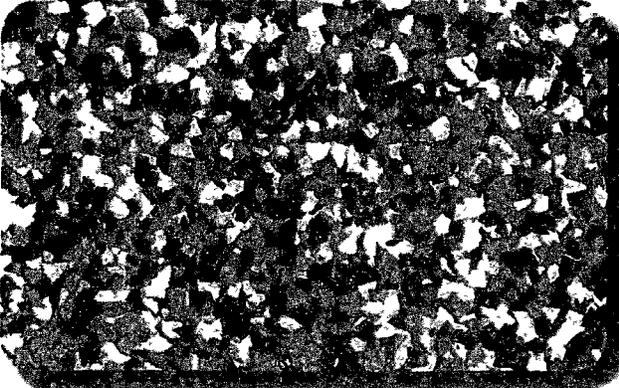
■ **Dolphin**



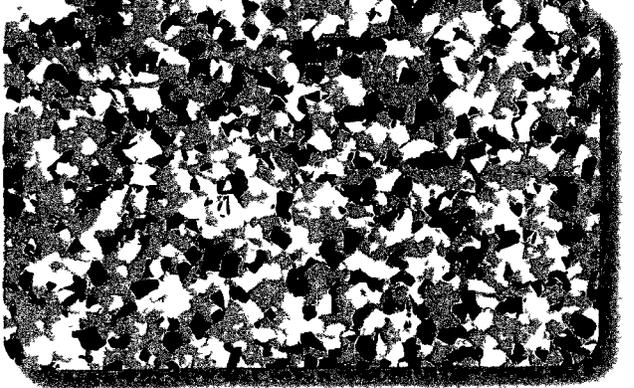
■ **Fire Brick**



■ **Independence Blue**



■ **Marble**



SECTION 09727

GRANITEX COLOR CHIP FLOORING (2 Day)

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Moisture vapor emission testing.
 2. Surface preparation.
 3. Furnishing and installation of seamless color chip flooring.

1.02 RELATED SECTIONS

- A. Section 03300 - Cast-In-Place Concrete:
1. Concrete slabs on or below grade shall be installed over an effective moisture vapor barrier.
 2. Concrete slabs shall be cured 30 days, be structurally sound and have a steel trowel finish.
 3. Surface shall be well sloped to drains, straight and level with the permissible degree of tolerance of 1/4" in 10'-0" in any direction.
 4. No curing compounds or surface contaminants shall be used in placing new concrete.

1.03 SUBMITTALS

- A. Submit manufacturer's product data, literature and brochures.
- B. Submit manufacturer's samples showing color choices and texture.
- C. Prior to commencing work, installer shall prepare two 6" x 6" samples of the resinous flooring chosen for the project showing actual color, thickness and texture. These samples shall serve as a basis for comparison through the duration of the work.

1.04 QUALITY ASSURANCE

- A. All materials used in the seamless color chip flooring system shall be manufactured by a single manufacturer to ensure compatibility and proper bonding.
- B. Applicator shall be a licensed contractor, trained and approved by the manufacturer and shall have a minimum of 3 years experience in the application of special polymer flooring.
- C. All work shall be performed in strict accordance with the manufacturer's written instructions.

1.05 DELIVERY, STORAGE AND HANDLING

- A. All material shall be delivered to the jobsite in unopened containers clearly labeled by the manufacturer and stored in a dry location at a minimum of 65 degrees F.

1.06 WARRANTY

- A. Manufacturer shall guarantee that his materials are free from defects and comply with his published specifications.
- B. Applicator shall warranty against faulty workmanship for a period of three years from substantial completion of the project.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Resin systems and color chips shall be as supplied by Arizona Polymer Flooring, Glendale, Arizona.

2.01 MATERIALS

- A. Primer/base coat shall be two-component, thermosetting epoxy resin.
- B. Color chips shall be 3-5 mil thick colorfast vinyl acrylic paint chips.
- C. Build coat shall be a single component water based acrylic.
- D. Glaze coat shall be two-component VOC compliant aliphatic polyurethane.

2.03 SYSTEM DESCRIPTION

- A. Flooring system shall be 15 -20 mils thick with color and texture to match the sample chosen.
- B. Finished flooring system shall have the following performance characteristics:
 - 1. Tensile Strength (ASTM D 638): 5000 psi.
 - 2. Tensile Elongation (ASTM D 638): 25%
 - 3. Compressive Yield Strength (ASTM D 695): 7075 psi.
 - 4. Impact Resistance (ASTM D 2794): Passes 160 inch pounds.
 - 5. Tabor Abrasion (C517 wheel, 1000 gr. load, 1000 cycles): 40 mg.
 - 6. Thermal Shock Resistance (ASTM C 1884): passes
- C. Chemical Resistance: (ASTM D 1308 - 24 hour exposure) Unaffected by the following:
 - 1. Urine
 - 2. Blood
 - 3. Alcohol
 - 4. Black Ink
 - 5. Gasoline
 - 6. Brake Fluid
 - 7. Skydrol B-4
 - 8. Xylene
 - 9. 25% Hydrochloric Acid
 - 10. 25% Sulfuric Acid
 - 11. 10% Acetic Acid

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions:
 - 1. Inspect surfaces to receive seamless color chip flooring.
 - 2. Conduct calcium chloride moisture vapor emission testing according to ASTM 1869-04. If test reading is above three pounds, consult Arizona Polymer Flooring before proceeding.
 - 3. Before starting work, report in writing to the architect any unsatisfactory condition.
 - 4. Application of any material shall signify that surfaces have been inspected and are satisfactory

3.02 SURFACE PREPARATION

- A. Remove substrate ridges and protrusions by grinding or sanding.
- B. Concrete surfaces to receive flooring system shall be abraded to a minimum of 5 mil profile using shotblasting or acid etching. If acid etching is used, it shall be done in strict accordance with the manufacturer's written instructions. Etching shall be accomplished using a mechanical scrubber with an aggressive "nylogrit" type brush.
- C. Control joints and cracks should be filled with Epoxy 300 Flex Paste according to the manufacturer's instructions. All expansion joints should be honored

3.03 INSTALLATION

- A. Allow sufficient time for the installation of the flooring system. At no time shall the speed of project completion be allowed to detrimentally affect the application.
- B. Provide sufficient light, power, heat and working conditions to permit proper application of the material. Substrate temperature shall be at a minimum of 50 degrees F during application and for 48 hours thereafter.
- C. Apply Epoxy 550 at the rate of 150-200 sq. ft. per gallon Broadcast premixed color chips into the wet basecoat. Allow to cure overnight
- D. After the base coat has cured, sweep excess chips and scrape aggressively with drywall scraper Sweep again and vacuum loose chips .
- E. Apply build coat of Cem-Seal Clear at a rate of 250-300 sq. ft. per gallon.
- F. Apply finish coat of Polyurethane100 or Polyurethane 501 at a rate of 300-325 sq. ft. per gallon.

3.04 PROTECTION OF FINISHED WORK

- A. Prohibit traffic on floor for 48 hours after installation.
- B. Avoid heavy abrasion and chemical exposure for five days.

3.05 MAINTENANCE

- A. Floor should be cleaned with ammonia and water or a mild, non-filming detergent. For difficult stains, paint thinner may be used without harming the finish.
- B. Waxing is not required but may be done if desired. Periodic reglazing will completely renew the surface. This should be accomplished according to manufacturer's written instructions.

END OF SECTION

MISCELLANEOUS PREPARATION INSTRUCTIONS

APF Resinous Flooring Systems

FILLING INTERIOR HOLES, CRACKS AND JOINTS

For interior thin film epoxy or polyurethane coatings, holes, cracks and control joints should be filled using Epoxy 300 Flex Fast Cure and a fumed silica thickening agent. This is done the day of initial surface preparation. Mix the epoxy according to the label instructions and add fumed silica until a paste-like consistency is obtained. The mixture must be used without delay - within 15 minutes of blending.

Put the paste in the cavity with a putty knife, leaving a slight mound over the top. The next day, sand flush to the surface using the hand grinder and 16 grit sandpaper. These cracks and control joints will have only a slight probability of re-cracking.

True interior expansion joints may be treated in several ways. They may be filled as described above, and the coating system applied. If sufficient slab movement occurs, re-cracking is likely to occur. If this situation is not acceptable, the joint may be sawcut after the application of the flooring system and filled with an elastomeric polyurethane caulk.

If the application is an interior vinyl chip or aggregate filled flooring system, holes, cracks and control joints are normally filled with Epoxy 300 Flex Paste after preparation using a flexible putty knife. This material must be allowed to cure firm before proceeding with the primer.

FILLING EXTERIOR HOLES, CRACKS AND JOINTS

Exterior holes may be treated in the same fashion as interior holes. Exterior cracks and control joints are usually not filled, or if filled, would have a high probability of re-cracking. Filling with Epoxy 400 and sawcutting after the application is also an option.

Exterior felt expansion joints may be left uncoated, or if coated for cosmetic reasons, should be primed well with Epoxy 300 Flex before application of the coating system. Hairline cracking will normally develop in these high movement exterior areas.

CAULKING

Latex caulk is used in all the residential systems to fill gaps between the felt expansion joint and the house, and between the joint and the slab. This is done after surface preparation and before the application of the primer.

SURFACE PREPARATION INSTRUCTIONS

APF Resinous Flooring Systems

GENERAL

Surface preparation is the most critical aspect of any resinous flooring application. Thorough preparation ensures maximum adhesion and long-term integrity of the flooring system. The following guidelines have been prepared to assist the applicator in the preparation of a variety of substrates. Should there be questions about a specific job condition not clearly covered in these instructions, contact our technical service department for guidance prior to application.

MOISTURE VAPOR EMISSION TESTING

All interior concrete floors are subject to possible moisture vapor drive which could ultimately cause coating failure. Prior to application, calcium chloride moisture testing should be done according to ASTM 1869-04.

NEW CONCRETE

New concrete on or below grade should be poured over an effective moisture vapor barrier. Concrete must be cured for 30 days prior to the application of any coating, except Epoxy 100, which can be successfully applied to "green" concrete. Curing compounds should not be used on new concrete pours where a resinous flooring system or coating has been specified because they may affect the bond of the material. A good method for detecting curing compounds or clear sealers is by pouring a small amount of diluted muriatic acid onto the surface. If vigorous bubbling does not occur, a curing compound or sealer is present. These must be mechanically removed before proceeding. New concrete must be prepared by shotblasting, careful acid etching or diamond grinding. In either case, a properly prepared surface will have a minimum 5 mil profile. This "toothed" surface insures proper adhesion.

If acid etching, the area to be prepared is hosed thoroughly, being careful to wet down any adjoining areas that may be damaged by contact with the acid solution. It is very important to keep the entire area wet until completion of the etching process. Never allow the acid solution to dry on the concrete as this could weaken the adhesion of the system.

Etching is normally a two-man procedure, with one man operating the floor machine (a nylogrit brush is used for etching) and the other man responsible for pouring the acid evenly and working the broom. The second man will also control the flushing of the area with the hose. The acid is mixed in a 5 gallon plastic pail - 3 or 4 parts water to 1 part acid. The strength of the solution is determined by the condition of the concrete. Very hard, smooth or shiny concrete will require a stronger solution.

The acid solution is poured into a sprinkling can and then onto the surface. Hold the sprinkling can close to the surface to avoid splashing the acid on adjoining areas. Caution: the acid solution will permanently damage aluminum doors or painted metal surfaces. Keep adjoining outdoor carpet wet at all times and minimize contact with the acid solution. Do not get acid on concrete areas not to be etched. If contact does occur, flush as soon as possible with water.

New Concrete - Cont'd

Five-gallons of mixed solution will cover approximately 150 sq. ft. The area will be scrubbed with the floor machine, systematically going first left to right, and then up and down. The second man will aggressively scrub the edges and places inaccessible to the floor machine. Use a stiff bristled broom or wire brush for this purpose. He will also work the hose to keep the area wet during the procedure.

Upon completion of a 150 sq. ft. area, rinse well. A properly etched concrete surface has the profile of 120 grit sandpaper. If the concrete still feels smooth, repeat the procedure. After the concrete is thoroughly etched, pour 8 oz. APF Super Base Neutralizer into 4 gallons of water. Pour into the sprinkling can and disperse evenly over the area just etched. Scrub aggressively with the broom paying special attention to the edges and areas that may retain the acid solution (next to cabinets, washer and dryer, etc.). Rinse well.

If it is necessary to walk on an area that has been etched and neutralized, be sure to hose boots off to avoid recontaminating the area. If the etched area was a driveway or garage, be sure to flush the residue well down the street. This is done with one man working the hose and the other brooming the residue until it is well dispersed.

If concrete is diamond ground, it must be done thoroughly to "open up" the surface. After diamond grinding, pressure wash or vacuum surface well to remove all dust. After surface preparation, the surface must have the texture of 120 grit sandpaper.

OLD CONCRETE

Old concrete slabs must be structurally sound and free of contaminants such as dirt, grease, oil, mastics or unsound coatings that interfere with the bonding of the flooring system.

Grease and oil must be removed from the concrete using the floor machine and nylogrit brush. This is accomplished using Maintex 7-11 Degreaser. Heavily soiled areas will require multiple cycles of chemical application, scrubbing and rinsing. After the degreasing procedure, these areas would normally be acid etched using the acid solution and Maintex 7-11 together for further deep cleaning.

Mastics used to adhere carpet or tile are best removed by shotblasting, mechanical grinding or scraping. Effective tools for this type of removal are diamond grinders, angle sanders with course sandpaper and "scrape away" type attachments for the floor machine. If possible, remove the carpet or tile a day or two in advance and allow the mastic to dry thoroughly before attempting removal. The flooring contractor needs to be aware of the special health regulations governing the removal of asbestos tile. Removal of this type of tile and mastics is normally done by a specialty asbestos abatement contractor.

Remove old coatings except for well adhered epoxy materials. Adhesion should be assessed by doing several crosshatch/tape pull tests. Coating removal can be done mechanically by grinding, sanding or shotblasting. Chemical removal can be accomplished using DBX Safety Stripper available through APF.

After removal of contaminants, old concrete must be shotblasted, acid etched or diamond ground in the same manner as new concrete.

WOOD FLOORS

Polymer floors should not be applied to plank or stripped flooring. Use exterior grade plywood or tongue and groove underlayment grade plywood only. On new construction apply 3/4" plywood over a subfloor that is well supported by adequate floor joists. If the existing floor is completely solid and adequately fastened to the floor joist, 1/2" plywood will suffice to cover it. Stagger plywood sheets to avoid a four corner meeting. Secure plywood with barbed underlayment grade nails, 6" on center along all edges and 9-12" on center elsewhere. Do not butt edges too tightly, allowing space for expansion. Use a penny to gage spacing.

Sand the entire surface lightly. If adjoining edges do not have the exact same thickness, sand the high edge to make level.

For areas exposed to water and moisture, it is recommended to seal all edges and bottom side of plywood. Apply 2 coats of Epoxy 100 before installing plywood.

Fill all joints, nail holes, etc., with Epoxy 300 Flex Paste.

QUARRY TILE, CERAMIC TILE AND OTHER HARD SURFACES

Examine any tile floor to be coated for soundness. Each tile should be "sounded" with a hammer individually, making sure it is firmly bonded to the substrate. Loose tiles should be removed.

The floor should be mechanically cleaned and degreased if necessary. The ideal method of achieving a profile on hard dense surfaces is shotblasting or diamond grinding. Repair all chips and holes with Epoxy 300 Flex Paste before application of the coating system.

PREVIOUSLY COATED SURFACES

If the surface to be coated is not a well adhered epoxy material, it should all be mechanically removed. Sound surfaces are prepared by scrubbing with APF Orange Clean using a floor machine and a coarse black janitor pad. This cleaning is normally a two-man procedure, with one man operating the floor machine and the second man working the hose, pouring the cleaner out of a sprinkling can, and cleaning the joints and edges by hand.

Cleaning is to be done in 200 sq. ft. areas. Wet down the surface and apply the Orange Clean. The area is then scrubbed with the floor machine, systematically going first left to right, and then up and down. All of the edges and joints will be scrubbed with steel wool. Be certain that the area being cleaned is kept continually wet. Do not allow the cleaning solution to dry on the surface. Rinse well. After surface has dried, sand well with 80-100 grit sandpaper. Sweep well before coating.



APPLICATION INSTRUCTIONS

Granitex Color Chip Flooring (2 Day)

SURFACE PREPARATION

Surface preparation is vital to the long-term success of the installation. All surfaces to be coated must be clean, sound and free of mastics or other contaminants which may interfere with bonding. Landscape rock or grass must be removed from the perimeter of exterior slabs, allowing 1-2 inches of the vertical edge to be treated. For interior applications, moisture vapor emission testing should be done using the calcium chloride test method according to ASTM 1869-04. Concrete must be acid etched, shotblasted or diamond ground to achieve a 5-10 mil profile. After proper surface preparation, the concrete must have a profile similar to 120 grit sandpaper. Wood surfaces must be exterior grade plywood, securely fastened to the subfloor or joists. Wood must be sanded before application. Read our detailed instructions on surface preparation before proceeding.

After the initial preparation has been accomplished, inspect the surface for indentations and holes. These must be filled prior to application using Epoxy 300 Flex Paste. A flexible putty knife or trowel works well for this procedure. Patching may be done while the concrete is damp.

Generally, on interior applications, cracks and control joints are filled with Epoxy 300 Flex Paste and would have a low probability of re-cracking. Expansion joints should be filled with Epoxy 300 Flex Paste and the system applied over the joint. After final cure, recut the joint and fill with a two-component urethane caulk. For exterior applications where more movement is anticipated, cracks and control joints are usually not filled, or if filled, would be expected to re-crack. Bull nose joints in garage floor applications and in all exterior applications are normally not filled. Exterior felt expansion joints are normally coated well with Epoxy 300 Flex before priming. Expansion joints without felt should be honored and treated in the same manner as interior expansion joints. Interior felt joints should be coated with latex paint before priming. This reduces the porosity of the felt and helps the chips cover better.

BLENDING OF THE COLOR CHIPS

Pre-blended chips are available from the factory to match the APF samples. Custom blending is also available. Determine the total pounds of chips needed for the installation. If you want the entire surface to be covered with chips, a "broadcast to refusal" is required. To determine the pounds of chips necessary to have on hand for your installation, multiply the total square feet by the factor of 12. If using the 1/8" chips, use a factor of .15. Of this total amount, 10-20% will be recovered and can be used on a future job. If both used chips and new chips are to be used on a job, they must be blended together to achieve uniformity. Use household screen to remove most of the powder from the mix before using. It is obviously better to have too many chips on the job than not enough. If the contractor chooses to purchase single color chips and do his own blending and processing, use the following procedure: Mix all the color chips thoroughly and put them through 1/8, 1/4 or 5/8 inch hardware mesh for sizing. Most of the powder generated from blending must be removed using regular household screen.

SPECIALIZED FLOOR COATINGS & DECORATIVE CONCRETE SYSTEMS

APPLICATION OF THE COLOR CHIPS

The basecoat for the system is Epoxy 550. Any vertical areas such as coves or perimeter slab edges must be chipped first. Brush a liberal coat of Epoxy 550 onto the vertical areas, stopping the material approximately 1 inch onto the horizontal surface. Throw the chips by hand into the fresh material until the area is uniformly covered. After completing all of the vertical areas, sweep up any excess chips from the horizontal surface.

Apply the Epoxy 550 to the horizontal surface with a 1/2 inch nap roller. Overlap slightly any vertical areas previously chipped. Apply a liberal coat, but do not allow to puddle. The application rate should be 150-200 sq. ft. per gallon. The application rate is important. Do not "stretch" the material.

Transfer the chips from the box into 5 gallon pails. (These pails are available through APF) The mechanic sprinkling chips must walk onto the wet material wearing spiked shoes. Sprinkle the chips through the fingers with the palm turned upward. For larger areas, have two mechanics sprinkling the chips. It is advisable to practice sprinkling the chips on the dry primer to "get a feel" for sprinkling before you begin the actual process.

For the best finished appearance, an even distribution of color chips is essential. The easiest way to achieve this is broadcasting the chips to refusal. This means getting enough chips on the coated surface to obtain a completely covered, even appearance. Broadcast enough chips to achieve this without using an excessive amount. If a lighter distribution of chips is desired, it must be very carefully done to keep the look even. This takes practice and a keen eye. Focus on a 10-12 sq. ft. area and achieve the desired distribution in that area before moving on to another. Avoid getting a heavy concentration of chips in any one area. Achieve the desired distribution gradually. Be sure not to sprinkle chips on any part of the substrate not yet basecoated. Leave a 1-2 foot space of basecoat unchipped to allow the roller to tie in. Do not use the chips from the last inch of the pail. These chips will be smaller and contain more powder than the rest of the blend. These chips can be blended in with the next full pail used.

APPLICATION OF THE FIRST AND SECOND GLAZE COATS

After the base coat has dried over night, sweep up the chips that have not adhered with a stiff bristled broom. Save these chips for future use. After sweeping, scrape the surface lightly but thoroughly with a drywall scraper. Scrape in both directions, both vertically and horizontally. After scraping, sweep, blow or vacuum the surface clean.

If you find that the chips have not covered the substrate uniformly, rolling the clear material will highlight areas that do not have the desired even distribution. Apply a coat of Cem-Seal clear from a 5 gallon pail using a 1/2 inch nap roller and the dip and roll method. Brush trim the vertical areas and edges.

After wetting the area with clear material, walk onto the wet surface wearing spiked shoes and sprinkle more chips to even out the appearance if necessary. Wet the roller again and backroll over the freshly placed chips. Total usage of the Cem-Seal clear should be 250-300 sq. ft. per gallon. If more film build on top of the chips is desired, apply a second coat of Cem-Seal clear after the first coat has dried (15-45 minutes). Apply the second coat at 275-325 sq. ft. per gallon.

All exterior applications and interior applications that may be subject to wet conditions must incorporate slip-resistant particles. After all trim work is completed, add one full 3 oz. Dixie cup of 30 mesh Res-N-Sand to each gallon of Cem-Seal clear. Mix well and apply the material from a 5 gallon pail using a 1/2" nap roller and the dip and roll method. Coverage should be 300-350 sq. ft. per gallon. Roll the material well to achieve an even particle distribution.

APPLICATION OF FINISH GLAZE COAT

After an overnight cure, apply a finish coat of Polyurethane 100, Polyurethane 100 VOC or Polyurethane 501 at the rate of 275-325 sq. ft per gallon. Allow to cure overnight for foot traffic and 5-7 days for vehicle traffic depending upon temperature.



EPOXY 300 FLEX

PRODUCT DESCRIPTION AND USE

Epoxy 300 Flex is a 100% solids, medium viscosity, flexible epoxy system. It has excellent elongation, hardness and impact resistance. The material cures blush-free and forms a tenacious bond to damp concrete and properly prepared metal. It can be purchased in a thickened paste version for easy joint and crack filling. A special hardener is available where cold weather cure down to 40 degrees or accelerated room temperature cure is required.

Epoxy 300 Flex was developed for industrial joint and crack repair. Its combination of resilience and physical strength allows it to absorb the impact of heavy loads and steel wheeled traffic. When used as a coating system, it is especially well suited for applications where surface movement, vibrations or thermal cycling may defeat the protection of a rigid material. Typical applications of this type would include wood decks, suspended concrete slabs, mechanical rooms and exterior aggregate-filled flooring. Epoxy 300 Flex has been used successfully as a coating material for aluminum and on steel ship decks.

Chemical Composition

Internally flexibilized Bisphenol A epoxy resin crosslinked with a cycloaliphatic amine curing agent.

Colors

16 standard colors available, plus clear.

Limitations

- Exterior pigmented applications will show chalking.
- Exterior clear applications are not recommended.

TECHNICAL DATA

Physical Properties

Mixing Ratio, by Volume..... 2-1
 Solids Content, % 100
 Viscosity, cps (77 degrees) 1,250
 Pot Life, (77 degrees, 1 quart mass)..... 45 minutes

Pot Life is reduced by increasing mass and/or temperature

Cure Times (77 degrees)

Regular Cure

Dry to Touch.... 12 hours
 Light Traffic... ..24 hours
 Full Cure..7 days

Fast Cure

Dry to Touch..... 6 hours
 Light Traffic.....12 hours
 Full Cure...5 days

WARRANTY INFORMATION

Arizona Polymer Flooring guarantees that this product is free from manufacturing defects and complies with our published specifications. In the event that the buyer proves that the goods received do not conform to these specifications or were defectively manufactured, the buyer's remedies shall be limited to either the return of the goods and repayment of the purchase price or replacement of the defective material at the option of the seller. ARIZONA POLYMER FLOORING MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. Arizona Polymer Flooring shall not be liable for damages caused by application of its products over concrete with excessive moisture vapor transmission or alkalinity. Arizona Polymer Flooring shall not be liable for any injury incurred in a slip and fall accident. Manufacturer or seller shall not be liable for prospective profits or consequential damages resulting from the use of this product.

SPECIALIZED FLOOR COATINGS & DECORATIVE CONCRETE SYSTEMS

Performance Properties

Tensile Strength, psi (ASTM D-638).....	1,100
Ultimate Elongation, % (ASTM D-638).....	60
Hardness, Shore D (ASTM D-2240).....	57
Ultimate Compressive Strength (ASTM D-695).....	25,000
Bond Strength to Damp Concrete (ACI 503.4-2.3 2 2)concrete fails before loss of bond	
Tensile Shear Strength to Steel (ASTM D-1002).....	347 psi

GENERAL INFORMATION

Moisture Vapor Emissions/Alkalinity Precautions

All interior concrete floors not poured over an effective moisture vapor retarder are subject to possible moisture vapor transmission and related high levels of alkalinity that may lead to blistering and failure of the coating system. It is the coating applicator's responsibility to conduct calcium chloride and relative humidity probe testing to determine if excessive levels of vapor emissions or alkalinity are present before applying any coatings. These test kits are available from APF. Arizona Polymer Flooring and its sales agents will not be responsible for coating failures due to undetected moisture vapor emissions or related high levels of alkalinity.

Surface Preparation

Concrete must be cured 30 days and be clean, structurally sound and free of wax, loose paint or curing compounds. Concrete should be sand blasted, shot blasted or acid etched to achieve a minimum 5 mil profile. **If acid etched, machine scrubbing is required. Carefully follow the guidelines listed in the Arizona Polymer Flooring Surface Preparation Manual.** Surface may be damp, but standing water must be removed. Joints and cracks should be thoroughly cleaned by routing and all dust removed. Metal must be clean, dry and profiled by abrasive blasting.

Mixing Instructions

Pot life of regular cure material is 45 minutes at 77 degrees. Pot life of fast cure material is 15 minutes. Work times are shortened by higher temperatures. Pouring mixed material on floor immediately after mixing will extend work life. Combining ratio is 2 parts A to 1 part B. If using pigmented material, stir part A well, bringing settled pigments up from bottom of container before adding part B. **Proportion the amounts carefully and mix for 2 full minutes using a low speed drill, scraping the bottom and sides of the mixing vessel. If using the paste material, remember that mixing is more difficult. Incomplete homogenization will result in improper cure.**

Application Recommendations

Epoxy 300 Flex can be applied by brush, roller, notched trowel or airless spray. Epoxy 300 Flex Paste is usually applied with a flexible putty knife. For detailed instructions on industrial joint repair, see Arizona Polymer Flooring Application Manual.

Handling Precautions

Do not breathe vapors. Use appropriate respirator with green band cartridge to protect against methyl amine vapors. Avoid contact with skin; wear protective gloves. Read Material Safety Data Sheet before using.

Slip and Fall Precautions

OSHA and the American Disabilities Act (ADA) have now set enforceable standards for slip-resistance on pedestrian surfaces. The current coefficient of friction required by ADA is .6 on level surfaces and .8 on ramps. Arizona Polymer Flooring recommends the use of angular slip-resistant aggregate in all coatings or flooring systems that may be exposed to wet, oily or greasy conditions. It is the contractor and end users' responsibility to provide a flooring system that meets current safety standards. Arizona Polymer Flooring or its sales agents will not be responsible for injury incurred in a slip and fall accident.



EPOXY 550

PRODUCT DESCRIPTION AND USE

Epoxy 550 is a high solids, low odor material designed as a base coat for color chip flooring. Epoxy 550 is formulated with an unusually high pigment loading for excellent substrate hide in a one coat application. This allows the contractor to omit the normally used primer and saves a trip to the jobsite. Epoxy 550 adheres tenaciously to damp or dry concrete and gives the contractor ample open time for broadcasting the color chips. The material is VOC compliant in California.

Chemical Composition

Modified Bisphenol A epoxy resin crosslinked with aliphatic amines.

Colors

Available in 14 standard colors.

Limitations

- Must be applied at 150-200 sq. ft. per gallon over profiled concrete to obtain adequate substrate hide.

TECHNICAL DATA

Physical and Performance Properties

Mixing Ratio, by Volume.....	1-1
Solids Content, by Weight	96%
Pot Life, 1 quart mass, 77°F.....	90 minutes
Pot Life is reduced by increasing temperature and/or mass	
VOC	50 gms./liter
Adhesion to Damp Concrete (ASTM 451) ...	375 psi, concrete fails
Cure Time for recoating (77° F).....	10 hours

GENERAL INFORMATION

Moisture Vapor Emissions/Alkalinity Precautions

All interior concrete floors not poured over an effective moisture vapor retarder are subject to possible moisture vapor transmission and related high levels of alkalinity that may lead to blistering and failure of the coating system. It is the coating applicator's responsibility to conduct calcium chloride and relative humidity probe testing to determine if excessive levels of vapor emissions are present before applying any coatings. These test kits are available from APF. Arizona Polymer Flooring and its sales agents will not be responsible for coating failures due to undetected moisture vapor emissions or related high levels of alkalinity.

WARRANTY INFORMATION

Arizona Polymer Flooring guarantees that this product is free from manufacturing defects and complies with our published specifications. In the event that the buyer proves that the goods received do not conform to these specifications or were defectively manufactured, the buyer's remedies shall be limited to either the return of the goods and repayment of the purchase price or replacement of the defective material at the option of the seller. ARIZONA POLYMER FLOORING MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. Arizona Polymer Flooring shall not be liable for damages caused by application of its products over concrete with excessive moisture vapor transmission or alkalinity. Arizona Polymer Flooring shall not be liable for any injury incurred in a slip and fall accident. Manufacturer or seller shall not be liable for prospective profits or consequential damages resulting from the use of this product.

SPECIALIZED FLOOR COATINGS & DECORATIVE CONCRETE SYSTEMS

GENERAL INFORMATION (Cont'd.)

Surface Preparation

Surface must be clean, sound, and have a minimum 5 mil profile to closely approximate the texture of 120 grit sandpaper. Surface may be damp but standing water must be removed. Surface must be profiled by diamond grinding or acid etching. **If diamond grinding, remove residual dust by high pressure water or thoroughly vacuuming. If acid etching, a floor machine with a nylogrit brush must be used and the floor neutralized with ammonia or APF Super Base Neutralizer.** Follow the guidelines listed in the surface preparation section of the APF product catalogue.

Mixing Instructions

The mixing ratio is 1 Part A to 1 Part B by volume. Pre-mix Part A before adding Part B. Do not mix more material than can be applied in 90 minutes at 77°F. Higher temperatures reduce work time. **Proportion the two components carefully and mix for 2 minutes using a drill mixer being sure to scrape the bottom and sides of the mixing vessel.**

Application Recommendations

Material should be poured from the mixing pail and spread using a flat trowel or squeegee at the rate of 150-200 sq. ft. depending upon the porosity of the concrete. A mechanic wearing spiked shoes should walk onto the wet material and backroll using a ½ inch roller nap. Brush trim the edges. The goal is to distribute the material evenly to completely hide the substrate. If concrete shadows appear, apply additional product and backroll. Broadcast the color chips into the wet material within 30 minutes of coating application. See complete system application instructions for further details.

Handling Precautions

Do not breathe vapors. Use appropriate respirator with green band cartridge to protect against methyl amine vapors. Avoid contact with skin; wear protective gloves. Read Material Safety Data Sheet before using.



POLYURETHANE 100

PRODUCT DESCRIPTION AND USE

Polyurethane 100 is a two component, high solids aliphatic polyurethane. This product offers a remarkable combination of performance properties not found in other polymer coatings. Polyurethane 100 produces protective films which are hard, flexible and very impact resistant. These coatings feature high abrasion and scratch resistance, exterior durability, easy soil release and excellent resistance to a broad range of chemicals. For exterior applications, a UV stabilizer package is incorporated to insure long term chalk resistance and gloss retention. A special accelerator is available when rapid project turnaround is required.

Polyurethane 100 has been designed as a high performance top coat in various protective coating and seamless flooring applications. It provides maximum cleanability and stain resistance when used as a finish coat in color chip flooring or epoxy-quartz flooring. This coating is ideally suited for clean-room floors, automotive repair facilities, aircraft hangars and other high wear areas requiring resistance to fuels and chemicals. When used as a finish coat in wall coating systems, anti-graffiti properties are greatly enhanced.

Chemical Composition

Saturated polyester crosslinked with aliphatic polyisocyanate.

Colors

16 standard colors available, plus clear.

Limitations

- Do not use on unprimed substrate.
- Use of satin material requires the addition of accelerator during mixing.

TECHNICAL DATA

Physical Properties

Mixing Ratio, by Volume.....	2-1
Solids Content, by Weight (Pigmented) ..	73.5%
Solids Content, by Volume (Pigmented) ..	62.5%
Solids Content, by Weight (Clear) ..	63.5%
Solids Content, by Volume (Clear) ..	58.5%
VOC, (Pigmented) ..	420 grams/liter
Viscosity, cps (77 degrees) ..	500 average
Pot Life (77 degrees, 1 quart mass) ..	2 hours
Pot Life (95 degrees, 1 quart mass) ..	1 hour

Pot Life is reduced by increasing temperature and/or mass

WARRANTY INFORMATION

Arizona Polymer Flooring guarantees that this product is free from manufacturing defects and complies with our published specifications. In the event that the buyer proves that the goods received do not conform to these specifications or were defectively manufactured, the buyer's remedies shall be limited to either the return of the goods and repayment of the purchase price or replacement of the defective material at the option of the seller. ARIZONA POLYMER FLOORING MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. Arizona Polymer Flooring shall not be liable for damages caused by application of its products over concrete with excessive moisture vapor transmission or alkalinity. Arizona Polymer Flooring shall not be liable for any injury incurred in a slip and fall accident. Manufacturer or seller shall not be liable for prospective profits or consequential damages resulting from the use of this product.

SPECIALIZED FLOOR COATINGS & DECORATIVE CONCRETE SYSTEMS

TECHNICAL DATA (Cont'd.)

Dry Times (77 degrees)

Dry to Touch	4-6 hours
Recoat	10-12 hours
Light Traffic	24 hours
Full Cure	7 days

Higher temperatures will shorten cure time and lower temperatures will lengthen cure time.

Performance Properties

Gloss (60 degrees)	90-95
Gloss (satin material, 60 degrees).....	50-60
Hardness (Sward).....	30
Tabor Abrasion (1000 gm. load 1000 cycles, CS 17 wheel) .	34 mg. loss
Flexibility (ASTM D-222).....	passes 1/8 inch
Impact Resistance (ASTM D-2794).....	passes 160 inch-pound direct and reverse

CHEMICAL AND STAIN RESISTANCE (ASTM D-1308 24 HOUR IMMERSION)

Urine	no effect
Blood.....	no effect
Whiskey.....	no effect
Black Ink.....	no effect
Brake Fluid.....	no effect
Gasoline.....	no effect
Skydrol B-4.....	no effect
Hydraulic Fluid #83282.....	no effect
Mineral Spirits.	no effect
Xylene.....	no effect
MEK	film softened
50% Sodium Hydroxide	no effect
25% Hydrochloric Acid ..	no effect
25% Sulphuric Acid	no effect
25% Acetic Acid... ..	no effect
25% Nitric Acid.....	film blistered

GENERAL INFORMATION

Moisture Vapor Emissions/Alkalinity Precautions

All interior concrete floors not poured over an effective moisture vapor retarder are subject to possible moisture vapor transmission and related high levels of alkalinity that may lead to blistering and failure of the coating system. It is the coating applicator's responsibility to conduct calcium chloride and relative humidity probe testing to determine if excessive levels of vapor emissions or alkalinity are present before applying any coatings. These test kits are available from APF. Arizona Polymer Flooring and its sales agents will not be responsible for coating failures due to undetected moisture vapor emissions or related high levels of alkalinity.

Surface Preparation

Polyurethane 100 is intended to be applied over primed or previously coated surfaces. Do not apply directly to concrete. Surface must be absolutely clean, dry and free from all dirt, wax, oil, chalk, incompatible paint or detergent film. Fully cured, previously coated surfaces must be cleaned and sanded lightly with 80-100 grit sandpaper or otherwise mechanically abraded before recoating. If multiple coats of Polyurethane 100 are applied, apply additional coats as soon as possible. If more than 24 hours has elapsed or the coating cannot be indented with a fingernail, lightly sand surface to insure intercoat adhesion.

Mixing Instructions

Mix only that amount of material that can be used in a 2 hour period at 77°F. Higher temperatures and the addition of accelerator will reduce work time. In hot weather, mix smaller batches. If using the pigmented system, premix part A well before adding part B. Combining ratio is 2 part A to 1 part B. **Proportion the amounts carefully and mix for two full minutes using a slow speed drill, scraping the bottom and sides of the mixing container.** Material is normally applied as received, but may be thinned with up to 15% MEK. Always thin the satin material to achieve a low application viscosity. Avoid contamination with moisture. Reseal partially used containers completely after use.

Application Recommendations

Polyurethane 100 may be applied by brush, roller or airless sprayer. Apply at 275-350 sq. ft. per gallon with 3/8" or 1/2" nap roller as a finish coat over primed concrete. May be applied up to 200 sq. ft. per gallon as a fill coat in aggregate-filled flooring systems using a rubber squeegee and back rolling with a 3/8" nap roller. If using the satin version of this material, it is very important to achieve a uniform application rate of 300-350 sq. ft. per gallon. Heavier films will be glossier, thinner applications will be flatter.

Handling Precautions

Material is combustible. Extinguish all flames, pilot lights and electric motors until all vapors are gone and the coating is hard. The vapor is harmful. Use only with adequate ventilation/or appropriate cartridge-type respirator. Avoid contact with skin; wear protective gloves. Read Material Safety Data Sheet before using.

Slip and Fall Precautions

OSHA and the American Disabilities Act (ADA) have now set enforceable standards for slip-resistance on pedestrian surfaces. The current coefficient of friction required by ADA is .6 on level surfaces and .8 on ramps. Arizona Polymer Flooring recommends the use of angular slip-resistant aggregate in all coatings or flooring systems that may be exposed to wet, oily or greasy conditions. It is the contractor and end users' responsibility to provide a flooring system that meets current safety standards. Arizona Polymer Flooring or its sales agents will not be responsible for injury incurred in a slip and fall accident.



POLYURETHANE 100 VOC

PRODUCT DESCRIPTION AND USE

Polyurethane 100 VOC is a two component, high solids aliphatic polyurethane formulated to comply with California VOC regulations. This product offers a remarkable combination of performance properties not found in other polymer coatings. Polyurethane 100 VOC produces protective films which are hard, flexible and very impact resistant. These coatings feature high abrasion and scratch resistance, exterior durability, easy soil release and excellent resistance to a broad range of chemicals. For exterior applications, a UV stabilizer package is incorporated to ensure long term chalk resistance and gloss retention. A special accelerator is available when rapid project turnaround is required.

Polyurethane 100 VOC has been designed as a high performance top coat in various protective coating and seamless flooring applications. It provides maximum cleanability and stain resistance when used as a finish coat in color chip flooring or epoxy-quartz flooring. This coating is ideally suited for clean-room floors, automotive repair facilities, aircraft hangars and other high wear areas requiring resistance to fuels and chemicals. When used as a finish coat in wall coating systems, anti-graffiti properties are greatly enhanced.

Chemical Composition

Polyester polyol crosslinked with aliphatic polyisocyanate.

Colors

16 standard colors available, plus clear.

Limitations

- Do not use on unprimed substrate.
- Use of satin material requires the addition of accelerator during mixing.

TECHNICAL DATA

Physical Properties

Mixing Ratio, by Volume.....	2-1
Solids Content, by Weight (Pigmented)	62%
Solids Content, by Volume (Pigmented)	59%
Solids Content, by Weight (Clear)	60%
Solids Content, by Volume (Clear)	54%
V.O.C.	100 grams/liter
Viscosity, cps (77 degrees)	500 average
Pot Life (77 degrees, 1 quart mass) ...	2 hours
Pot Life (95 degrees, 1 quart mass)	1 hour

Pot Life is reduced by increasing temperature and/or mass

WARRANTY INFORMATION

Arizona Polymer Flooring guarantees that this product is free from manufacturing defects and complies with our published specifications. In the event that the buyer proves that the goods received do not conform to these specifications or were defectively manufactured, the buyer's remedies shall be limited to either the return of the goods and repayment of the purchase price or replacement of the defective material at the option of the seller. ARIZONA POLYMER FLOORING MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. Arizona Polymer Flooring shall not be liable for damages caused by application of its products over concrete with excessive moisture vapor transmission or alkalinity. Arizona Polymer Flooring shall not be liable for any injury incurred in a slip and fall accident. Manufacturer or seller shall not be liable for prospective profits or consequential damages resulting from the use of this product.

SPECIALIZED FLOOR COATINGS & DECORATIVE CONCRETE SYSTEMS

Physical Properties (Cont'd)

Dry Times (77 degrees)

- Dry to Touch 4-6 hours
- Recoat 10-12 hours
- Light Traffic 24 hours
- Full Cure 7 days

Higher temperatures will shorten cure time and lower temperatures will lengthen cure time.

Performance Properties

- Gloss (60 degrees) 90-95
- Gloss (satin material, 60 degrees)..... 50-60
- Hardness (Konig)..... 122
- Tabor Abrasion (1000 gm load 1000 cycles, CS 17 wheel) 38 mg. loss
- Flexibility (ASTM D-222)..... passes 1/8 inch
- Impact Resistance (ASTM D-2794)..... passes 120 inch-pound direct and reverse

CHEMICAL AND STAIN RESISTANCE (ASTM D-1308 24 HOUR IMMERSION)

- Urine no effect
- Blood..... no effect
- Whiskey no effect
- Black Ink no effect
- Brake Fluid..... no effect *
- Gasoline..... no effect
- Skydrol B-4 no effect
- Hydraulic Fluid #83282.... .. no effect
- Mineral Spirits no effect
- Xylene..... no effect
- MEK..... film softened
- 50% Sodium Hydroxide no effect
- 25% Hydrochloric Acid no effect
- 25% Sulphuric Acid no effect
- 25% Acetic Acid..... no effect
- 25% Nitric Acid film blistered

* Exposures longer than 72 hours will soften the coating film

GENERAL INFORMATION

Moisture Vapor Emissions/Alkalinity Precautions

All interior concrete floors not poured over an effective moisture vapor retarder are subject to possible moisture vapor transmission and related high levels of alkalinity that may lead to blistering and failure of the coating system. It is the coating applicator's responsibility to conduct calcium chloride and relative humidity probe testing to determine if excessive levels of vapor emissions or alkalinity are present before applying any coatings. These test kits are available from APF. Arizona Polymer Flooring and its sales agents will not be responsible for coating failures due to undetected moisture vapor emissions or related high levels of alkalinity.

Surface Preparation

Polyurethane 100 VOC is intended to be applied over primed or previously coated surfaces. Do not apply directly to concrete. Surface must be absolutely clean, dry and free from all dirt, wax, oil, chalk, incompatible paint or detergent film. Fully cured, previously coated surfaces must be cleaned and sanded lightly with 80-100 grit sandpaper or otherwise mechanically abraded before recoating. If multiple coats of Polyurethane 100 VOC are applied, apply additional coats as soon as possible. If more than 24 hours has elapsed or the coating cannot be indented with a fingernail, lightly sand surface to ensure intercoat adhesion, or apply a thin coat of Polyurethane 250 as a tie coat.

Mixing Instructions

Mix only that amount of material that can be used in a 2 hour period at 77°F. Higher temperatures and the addition of accelerator will reduce work time. In hot weather, mix smaller batches. If using the pigmented system, premix part A well before adding part B. Combining ratio is 2 parts A to 1 part B. **Proportion the amounts carefully and mix for two full minutes using a slow speed drill, scraping the bottom and sides of the mixing container.** Material is normally applied as received, but may be thinned with up to 15% solvent. Always thin the satin material to achieve a low application viscosity. When thinning in California, the compliant solvents acetone and PCBTF must be used. In hot weather, PCBTF is preferred due to its slower evaporation rate. In non-California use, MEK or Xylene are the preferred solvents. Avoid contamination with moisture. Reseal partially used containers completely after use.

Application Recommendations

Polyurethane 100 VOC may be applied by brush, roller or airless sprayer. Apply at 275-350 sq. ft. per gallon with 3/8" or 1/2" nap roller as a finish coat over primed concrete. May be applied up to 200 sq. ft. per gallon as a fill coat in aggregate-filled flooring systems using a rubber squeegee and back rolling with a 3/8" nap roller. If using the satin version of this material, it is very important to achieve a uniform application rate of 300-350 sq. ft. per gallon. Heavier films will be glossier, thinner applications will be flatter.

Handling Precautions

Material is flammable. Extinguish all flames, pilot lights and electric motors until all vapors are gone and the coating is hard. The vapor is harmful. Use only with adequate ventilation/or appropriate cartridge-type respirator. Avoid contact with skin; wear protective gloves. Read Material Safety Data Sheet before using.

Slip and Fall Precautions

OSHA and the American Disabilities Act (ADA) have now set enforceable standards for slip-resistance on pedestrian surfaces. The current coefficient of friction required by ADA is .6 on level surfaces and .8 on ramps. Arizona Polymer Flooring recommends the use of angular slip-resistant aggregate in all coatings or flooring systems that may be exposed to wet, oily or greasy conditions. It is the contractor and end users' responsibility to provide a flooring system that meets current safety standards. Arizona Polymer Flooring or its sales agents will not be responsible for injury incurred in a slip and fall accident.



POLYURETHANE 501

PRODUCT DESCRIPTION AND USE

Polyurethane 501 is a high solids, two component, water-based aliphatic polyurethane. This unique material provides performance properties equal to conventional solvent-based catalyzed urethanes without the associated health and environmental problems. Polyurethane 501 meets the 50 grams per liter California VOC limits. It offers substantial performance improvements over first generation catalyzed water-based polyurethanes, including higher film build capabilities, improved chemical resistance and resistance to hot tire staining.

Polyurethane 501 gives hard, durable coatings that feature good gloss, easy cleanability and superior abrasion resistance. Resistance to yellowing from U.V light is excellent. For exterior desert applications, a special UV absorber package can be incorporated to ensure long-term chalk resistance and gloss retention.

Polyurethane 501 has been developed as a high performance finish coat for various seamless flooring, coating, and architectural concrete applications where odor cannot be tolerated. It is the ideal top coat for areas that require maximum gloss retention, ease of cleaning, and resistance to heavy foot traffic. Typical areas of application would include clean rooms, hospitals, concrete counter tops and high traffic retail areas. Polyurethane 501 is also suitable for aircraft hangars, automotive repair facilities and garage floors. It is available in a satin finish.

Chemical Composition

Hydroxyl functional resin dispersion crosslinked with aliphatic polyisocyanate.

Colors

Clear and 16 standard colors

Limitations

- *Material must be mixed mechanically for proper performance.*
- Application rate must be kept above 200 sq. ft. per gallon to avoid curing bubbles that occur in thicker applications.
- Applications over textured surfaces such as trowel-knockdown polymer concrete must be done with a 3/4" nap roller and pulled tightly to avoid leaving excessive product in recessed areas.
- Work life is considerably shortened over 90 degrees F.
- Do not apply material if the humidity is over 90% and ventilation is poor. Improper cure will result.

WARRANTY INFORMATION

Arizona Polymer Flooring guarantees that this product is free from manufacturing defects and complies with our published specifications in the event that the buyer proves that the goods received do not conform to these specifications or were defectively manufactured, the buyer's remedies shall be limited to either the return of the goods and repayment of the purchase price or replacement of the defective material at the option of the seller. ARIZONA POLYMER FLOORING MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. Arizona Polymer Flooring shall not be liable for damages caused by application of its products over concrete with excessive moisture vapor transmission or alkalinity. Arizona Polymer Flooring shall not be liable for any injury incurred in a slip and fall accident. Manufacturer or seller shall not be liable for prospective profits or consequential damages resulting from the use of this product.

SPECIALIZED FLOOR COATINGS & DECORATIVE CONCRETE SYSTEMS

TECHNICAL DATA

Physical Properties

Mixing Ratio, by Volume	2-1
Solids Content, by Weight (Clear)	53%
Solids Content, by Weight (Pigmented)	66%
VOC, grams/liter	50
Pot Life (77 degrees, 1 quart mass)	3 hours
Pot Life (95 degrees, 1 quart mass)	50 minutes

Pot Life is reduced by increasing temperature and/or mass.

Dry Times (77 degrees, 30% R.H.)	
Dry to Touch	6 hours
Recoat	12 hours
Light Traffic	18 hours
Full Cure	7 days

Higher temperatures and lower humidity will accelerate cure times.

Lower temperatures and higher humidity will lengthen cure time.

Performance Properties

Gloss, 60° (clear material)	90
Pendulum hardness, sec (ASTM D-4336)	175
Tabor Abrasion - 1000 gm load 1000 cycles, CS 17 wheel	39 mg loss

CHEMICAL AND STAIN RESISTANCE (ASTM D-1308 24 HOUR IMMERSION)

Urine	no affect
Blood	no affect
Betadine	no affect
Whiskey	no affect
Black Ink	no affect
Brake Fluid	no affect
Gasoline	no affect
Skydrol	no affect
Xylene	no affect
MEK	no affect
50% Sodium Hydroxide	no affect
10% Hydrochloric Acid	no affect
10% Sulphuric Acid	no affect
10% Acetic Acid	no affect

GENERAL INFORMATION

Moisture Vapor Emissions/Alkalinity Precautions

All interior concrete floors not poured over an effective moisture vapor retarder are subject to possible moisture vapor transmission and related high levels of alkalinity that may lead to blistering and failure of the coating system. It is the coating applicator's responsibility to conduct calcium chloride and relative humidity probe testing to determine if excessive levels of vapor emissions or alkalinity are present before applying any coatings. These test kits are available from APF. Arizona Polymer Flooring and its sales agents will not be responsible for coating failures due to undetected moisture vapor emissions or related high levels of alkalinity.

Surface Preparation

Surface must be clean, structurally sound and free of chalk, wax, loose paint or curing compounds. Application over concrete requires the use of a primer. Previously coated surfaces must be mechanically cleaned and abraded with 100 grit sandpaper or sanding screen to ensure intercoat adhesion.

Mixing Instructions

Mix only that amount of material that can be used in a 3 hour period at 77°F. Higher temperatures reduce work time. In hot weather, it is advisable to mix smaller batches. Premix Part A before adding part B. Mixing ratio is 2 parts A to 1 part B. **Add part B slowly while mechanically agitating part A with a slow speed drill. Mix for 2 full minutes until completely homogenized. Material cannot be properly mixed by hand. Use a small "squirrel cage" mixer for mixing small amounts.**

Thinning

Material is normally applied as received but may be thinned with water up to 10% during application to keep a low viscosity. **Any reduction water must be added after part A and B have been drill mixed.**

Application Recommendations

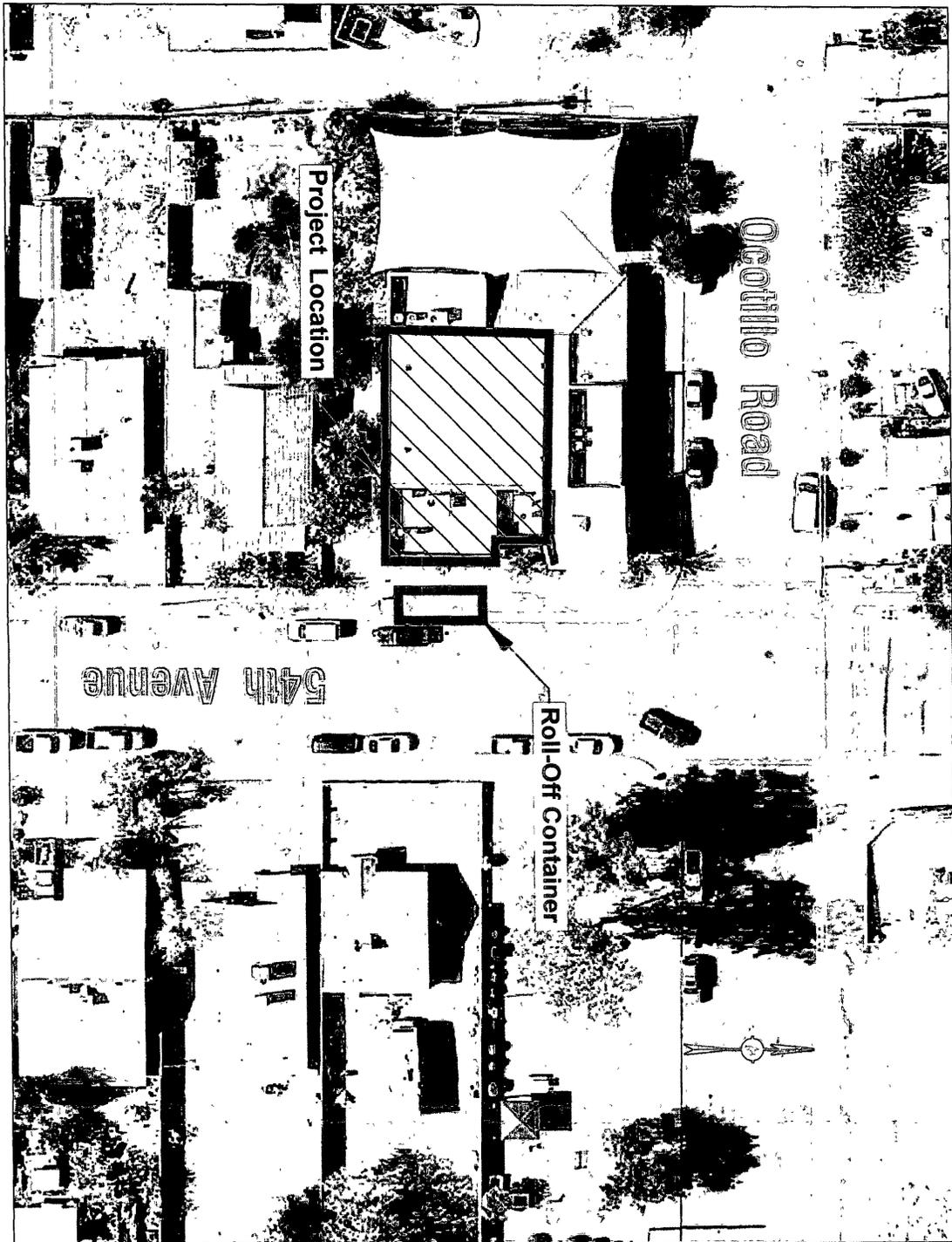
Polyurethane 501 should be applied 200-350 sq ft. per gallon by brush, roller or airless sprayer. Do not allow to puddle or accumulate in joint areas. Applications heavier than 200 sq. ft. per gallon will create bubbles in the cured coating. If multiple coats are required, and the material has cured for more than 24 hours, degloss with a black janitorial pad or fine sanding screen.

Handling Precautions

Use only with adequate ventilation. Appropriate cartridge-type respirator must be used during application in confined areas. Avoid contact with skin; wear protective gloves. Read Material Safety Data Sheet before using.

Slip and Fall Precautions

OSHA and the American Disabilities Act (ADA) have now set enforceable standards for slip-resistance on pedestrian surfaces. The current coefficient of friction required by ADA is .6 on level surfaces and .8 on ramps. Arizona Polymer Flooring recommends the use of angular slip-resistant aggregate in all coatings or flooring systems that may be exposed to wet, oily or greasy conditions. It is the contractor and end users' responsibility to provide a flooring system that meets current safety standards. Arizona Polymer Flooring or its sales agents will not be responsible for injury incurred in a slip and fall accident.



Vicinity Map

131411
Glendale Community Center
Flooring

CITY OF GLENDALE
ENGINEERING DEPARTMENT
GLENDALE, ARIZONA 85301 (623) 930-3630



-
- 1) **Base Bid - Room A** Testing *, Remediation of Room A, Demolition, Installation of Epoxy and Polyurethane Flooring System, Cove Base, 2 Transition Strips
* - All 3 rooms are included in Asbestos Testing
 - 2) **Add Alternate #1,2&3 - Room B** Demolition, Remediation of Room B, Installation of Type 1,2 or 3 Flooring, Cove Base, 1 Transition Strip
 - 3) **Add Alternate #4 - Room C** Demolition, Remediation of Room C, Installation of Type 3 Flooring, Cove Base, 4 Transition Strips

Room A - Type 1 Flooring - Epoxy and Polyurethane Flooring System

Room B - Type 1 Flooring - Epoxy and Polyurethane Flooring System
Type 2 Flooring - Sheet
Type 3 Flooring - VCT

Room C - Type 3 Flooring - VCT

Materials

Specified Products may be replaced with an approved equal.

Type 1 Flooring - Arizona Polymer Flooring, Epoxy and Polyurethane Flooring System

Type 2 Flooring - Armstrong®, Commercial Flooring, Product line - Connection Corlon, Sheet Flooring

Type 3 Flooring - Armstrong®, Commercial Flooring, VCT/Standard Excelon Imperial Texture, 12"x12" Flooring

Wall Base - Armstrong®, Commercial Wall Base, Rubber Cove Base, Standard Color Selection

Transition Strip - Armstrong®, Commercial Flooring, Transition Strips, Standard Colors Selection, 8 Styles

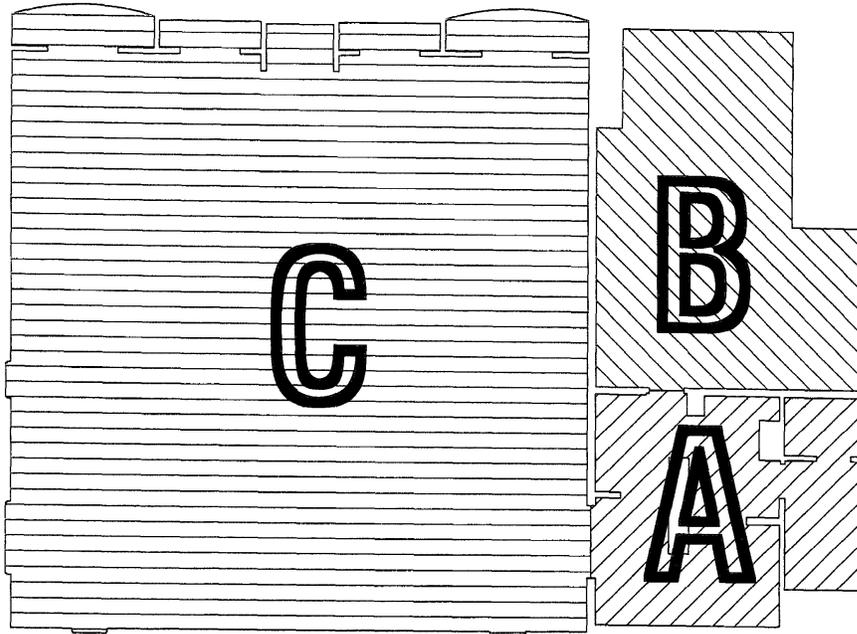
General Notes

Funding for this project is provided by Community Development Block Grant funds.
Davis-Bacon wages and protocol will be in effect.

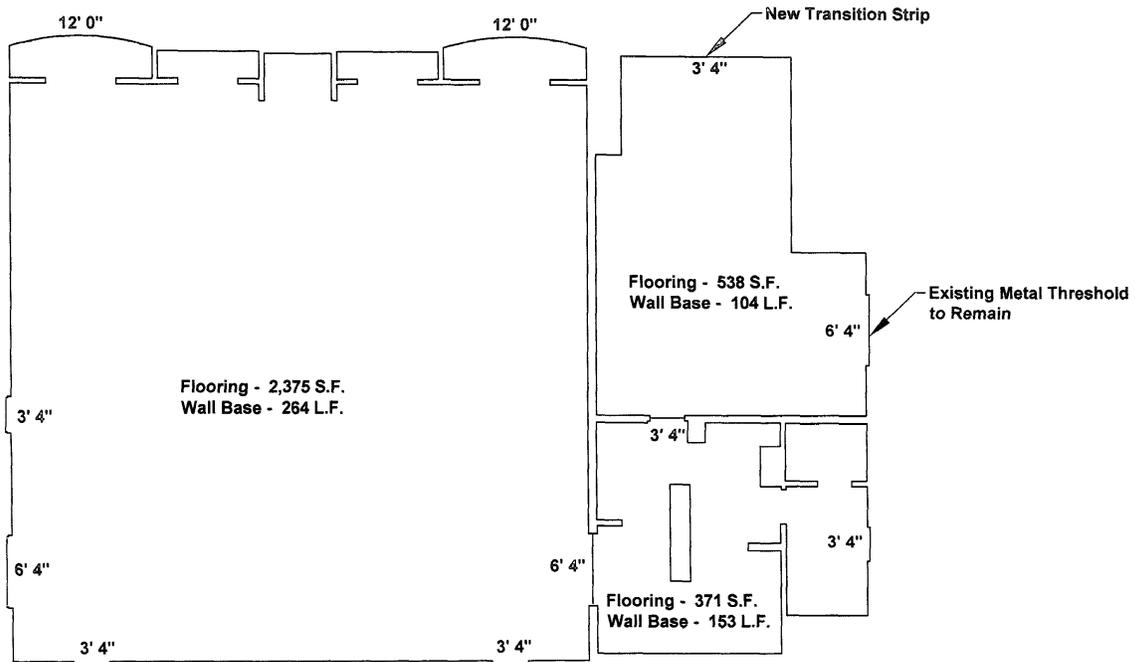
A Roll - Off Container will be provided, and will be located in the Bus Bay at the front of the building.
ALL contaminated remediation material is to be handled and disposed of by the remediation contractor.

Room A, the gas stoves, units with wheels and the shelving in the store room will be moved prior to the floor work beginning. The sink units will remain in-place and are to be finished around existing supports.

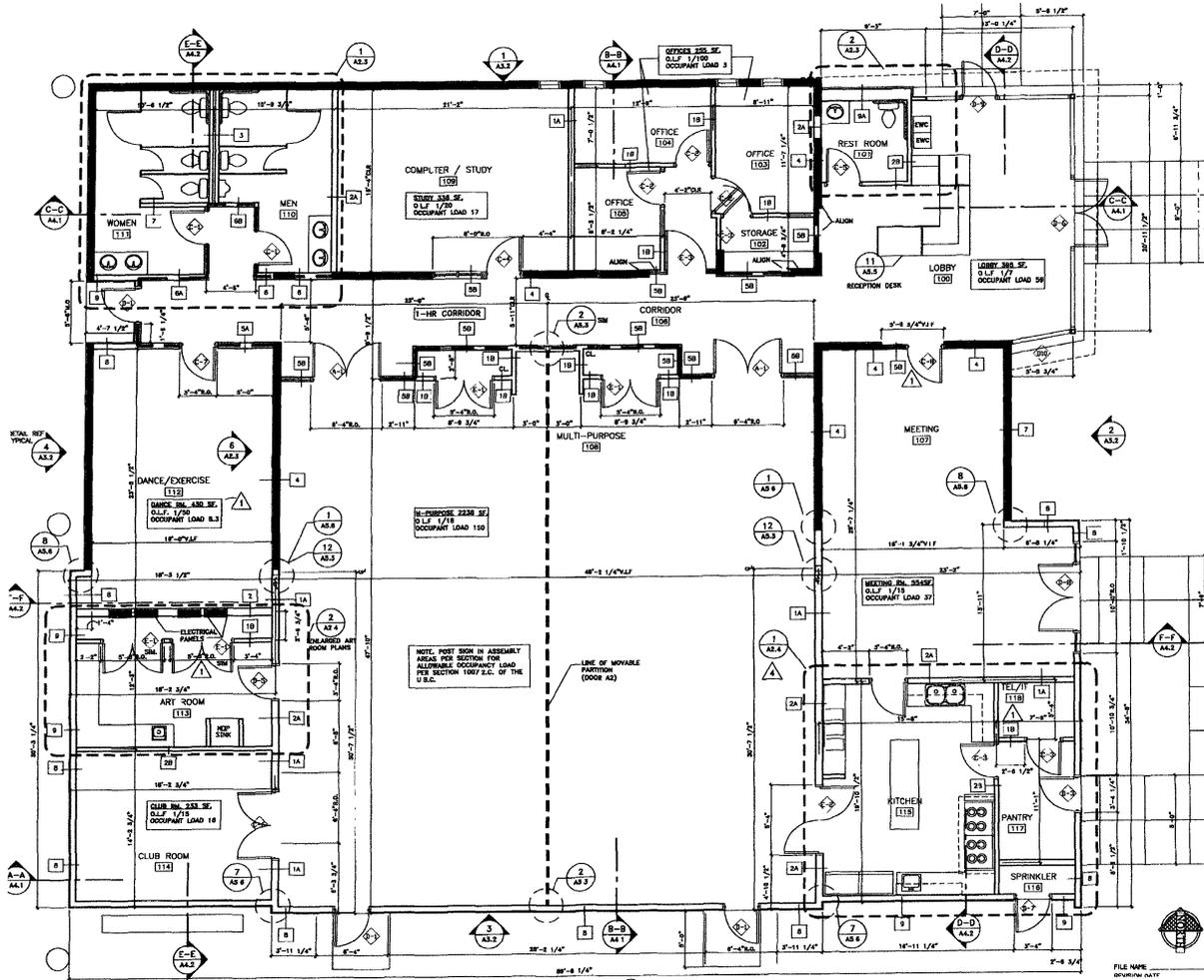
Demolition consists of Floor covering removal, floor mastic, cove base, prep work for new flooring. Care should be taken in removing existing cove base, so as to not damage the remaining wall finish.



Room Reference



Quantities



FILE NAME: FLOORING.DWG