July 9, 2018

To Whom It May Concern

The Southern Arizona AIDS Foundation (SAAF) is requesting project bids for roof replacement at the Rillito Apartments located at 110 W Rillito Street Tucson, AZ 85705.

The Pima County Community Development and Neighborhood Conservation Department is providing SAAF the funds through the Community Development Block Grant (CDBG) for this project.

The construction budget for this project has been set at $139,373 no with additional dollars held in contingency. The project is a CDBG grant and is therefore subject to all Davis Bacon Wage Rates and Payroll Reporting Requirements effective on January 5, 2018.

If you are interested in submitting a proposal, please refer to this letter and the attachments for more details.

If you have any questions I can be reached at 520-547-6137 or at kwolferstetter@saaf.org.

Sincerely

Kay Wolferstetter, MA
Housing Quality Manager
Southern Arizona AIDS Foundation
Invitation To Bid

Project: Roof Replacement at Rillito Apartments

Name of Owner:

Southern Arizona AIDS Foundation
375 S Euclid Ave
Tucson, AZ 85719

Key Dates for Bidding

Bid Open Date: Monday July 9, 2018 at 8:00 am

Bid Close Date: Friday July 27, 2018 at 5:00 pm

- Bids received after the closing date will not be accepted.

Pre-Application Conference

SAAF is offering potential bidders a pre-application conference where bidders can view the site. Potential bidders will also be able to ask questions of SAAF staff, Poster Frost Mirto architectural and design staff, and Pima County officials responsible for Community Development Block Grant construction and rehabilitation projects. Bidders are highly encouraged to attend the pre-application conference.

Date of Pre-Application Conference: Monday July 16, 2018
Time: 10:30 am -12:00 pm
Location: 110 W Rillito, Tucson, AZ 85719 (southwest of Grant Road and Oracle Road)

Mail or Hand Deliver Bids To:

Kay Wolferstetter
Housing Quality Manager
Southern Arizona AIDS Foundation
375 S Euclid Ave
Tucson, AZ 85719

- Bids must be mailed or hand delivered.
- Please seal the bid in an envelope prominently marked CDBG –Rillito.

Questions Regarding Bid:

Kay Wolferstetter
Housing Quality Manager
Email: kwolferstetter@saaf.org
Phone: 520-547-6137

Information Regarding Project

See documents below describing site, scope of work, and bid preparation instructions.
Description of the Current Roofing Conditions At Rillito Apartments

These brief photos and descriptions are provided as a summary of the conditions at the Rillito Apartments. Bidders will be able to visit and inspect the site during the pre-application conference. There are two separate adjacent buildings at the Rillito Apartments located at 110 W Rillito, both with flat roofs with built up roofing systems.

An aerial view of the property.

![An aerial view of the property.](image)

View facing north from Rillito Street of the property.

![View facing north from Rillito Street of the property.](image)
The roofs on both buildings have very soft wood underneath the built up roofing system. There is cracking and peeling throughout the elastomeric coating of the roof on both buildings.

There is damage present on the roof from the evaporative coolers on the roof, having leaked in the past.

There is also water damage from leaking in the wood decking, rafters, and fascia.

The built up roofing system is also cracked and coming up around the edges of the roof. There is also wood rot in the fascia in both buildings.
There is a barrier around the edge of the roof that is causing water to pool which needs to be removed.

Summary of Specifications for the Project

The SAAF rehabilitation project funded through the Community Development Block Grant aims to correct these deficiencies and improve the roof at the Rillito Apartments.

The project will include the following roofing upgrades:

1. Move all existing rooftop equipment and utilities to facilitate the installation of new roofing material.
2. Existing built up roof system to be removed down to existing sheathing and removing all fasteners.
3. Existing sheathing to be replaced in water damaged locations.
4. Add additional layer 3/8" sheathing to entire roof area if existing sheathing is found to be 3/8" or less.
5. Existing 2"x8" wood fascia to be replaced in water damaged locations and entire perimeter fascia painted with 2 coats primer
6. Install new built-up roofing system over existing wood sheathing - 2 layers 1-1/2" polyisocyanurate insulation board to be coated with 2" spray polyurethane foam - entire system coated with single lock granule coating
7. Install new steel fascia on entire perimeter of building to protect the new roof
8. Install new aluminum gutters at slope end and provide leaf screens
9. Install new aluminum downspouts
10. New framed wood curbs installed at evaporative cooler locations
11. Remove the barrier around edge of both roofs that causes water pooling on the roof.
12. Re-install all removed equipment and utilities.

Notifications: SAAF will provide any required notifications to tenants on behalf of the contractor. For any non-emergency notifications to tenants please provide at least 72 hours advance notice to SAAF so notices can be provided in a timely manner. The contractor will work with SAAF to ensure minimal amount of disruption to tenants during installation as possible. Tenants must be notified prior to the beginning of work and can be relocated as needed by SAAF.

Timeline for the Project: All of the roofing and security upgrades must be completed by 5:00 pm on April 30, 2019. A timeline of the work to be performed will be provided prior to the start of the project.
Scope of Work for the Project

Summary: The work consists of supplying all labor, tools, equipment, cranes and all other equipment and supplies to perform a complete and thorough job of removing the existing roof, building the new roof, and doing so according to the specifications provided by the architect. The contractor is responsible for all license and permits required to complete the project.

Storage and Clean Up: All supplies, tools and equipment will be removed from the work area at the end of each work day and stored by the contractor. Upon completion of work, contractor shall clear, in connection with their work, all rubbish, excess material, and debris including the removal of any and all materials and parts from the roof caused by or from the project. The contractor shall leave all work areas clean and orderly at the end of each work day. The contractor shall take all necessary steps to protect the property from damage during their operations. This includes, but is not limited to, the moving, covering or removal of items in order to complete the installation of each air conditioning unit. Any and all items moved, covered or removed to enable the replacement of the roof shall be replaced back to their original condition and location once the installation is completed.

Safety: Safety shall be of utmost importance at all times during the progress of work. Contractor shall safeguard by providing appropriate barricades, signage and/or lighting to warn of obstructions and shall take every precaution against injuries to people or damage to property. Contractor must abide by all applicable rules under Occupational Health and Safety Administration regulations under 29 CFR 1910 and 29 CFR 1926.

Workmanship: Work shall be done by experienced, skilled craftsmen and according to established industry standards.

Instructions To Submit A Bid for the Project

Please submit the sealed bid package to

Kay Wolferstetter
Housing Quality Manager
Southern Arizona AIDS Foundation
375 S Euclid Ave
Tucson, AZ 85719

The bid package will need to include all of the items detailed below. A bid package not including all of these items will be rejected.

1. A one page proposal detailing the following information:
   a. Description of the scope of work to be performed
   b. Provide breakdown of construction costs including description of cost per unit and total cost of work
   c. Tax Identification Number and DUNS Number
2. Enclose proof of general liability insurance and worker’s compensation insurance
3. Enclose contractor licensure information
4. Submit one copy of proposal and all requested documents.
5. Submit all documents in one sealed envelope labeled Rillito-CDBG. If mailed seal the bid package inside of an envelope inside of the mailing envelope and label the sealed envelope Rillito-CDBG.
Submission of a bid package in response to this invitation indicates that the contractor agrees to comply with all of the following requirements:

1. The contractor agrees to the scope of work, specifications, instructions, conditions and descriptions of the project.

2. Contractors agree that they have examined the provided scope of work, provided drawings, visited the site of work, and have fully informed themselves as to all conditions and matters which can in any way affect the work or cost of the work.

3. The contractor certifies that they have not been debarred from receiving federal funds. (verified by SAAF through lookup in the System for Award Management)

4. The contractor must be licensed in the State of Arizona in the Arizona Registrar of Contractors. (verified by SAAF in the Arizona Registrar of Contractors Website)

5. The contractor must comply with all federal laws, rules, and regulations as outlined below:
   a. Davis-Bacon Act (Public Law 107-217), as amended;
   b. Contract Work Hours and Safety Standards Act (40 USC 327 et seq.);
   c. Copeland Anti-Kick Back Act (18 USC 874 et seq.);
   d. Section 3 of the HUD Act of 1968 as amended;
   e. OSHA Act as amended (Public Law 91-596; and
   f. All rules and regulations applicable to the Acts set forth above.

6. The contractor must comply with the requirements of Pima County’s CDBG Contractors packet. (updated with 01/05/18 Davis Bacon prevailing wages rates)

7. The contractor agrees to comply with all the provisions outlined by the Department of Housing and Urban Development Community Development Block Grant Program contract conditions.

8. The contractor agrees to cooperate with the Department of Housing and Urban Development, Pima County, and SAAF in determination of compliance with the above provisions.

9. The contractor agrees to submit in a timely manner all required documentation and forms as outlined in the reporting requirements Pima County’s CDBG Contractors packet.

10. Invoices will be paid within thirty days after inspection and acceptance of work by SAAF staff and Pima County officials.

11. SAAF reserves the right to reject any and all bids for any reason and entirely at SAAF’s discretion.

12. Bids may be formally withdrawn by notifying Kay Wolferstetter in writing by mail or through email at kwolferstetter@saaf.org.

13. Bids will be opened and reviewed on Monday July 30, 2018 at 3:00 pm at 4600 S Park Ave Suite 8 Tucson, AZ 85716.

14. SAAF intends to notify all bidders of the results of the bidding competition for the project five business days after the closure of the open bid period, or Friday August 3, 2018 at 5:00 pm.
Roof Improvement Project Specifications

Poster Frost Mirto has provided architectural drawings and technical specifications to be followed as part of this project. These documents are provided to assist in the development of a bid. The documents include:

1. Rillito Apartments Reroofing - Roof Plan
2. Rillito Apartments Reroofing - Roof Specifications
3. Rillito Apartments Roof Analysis Report

If you have additional questions regarding the specifications please reach out to Kay Wolferstetter, Housing Quality Manager, at kwolferstetter@saaf.org or bring them to the pre-application conference.


Pima County has provided contractors with a packet outlining current federal labor standards provisions that will apply to this project. This packet is provided to assist in the development of a bid.

1. Pima County CDBG Contractor’s Packet

If you have additional questions regarding federal labor provisions please reach out to Kay Wolferstetter Housing Quality Manager, at kwolferstetter@saaf.org or bring them to the pre-application conference.
CONTRACTOR’S BID

FOR THE GENERAL CONTRACT WORK ON THE:

Roof Replacement to Rillito Apartments

Project Name
110 W. Rillito St.

Project Address
Tucson, AZ 85719

City & State

ARCHITECT:

Southern Arizona AIDS Foundation: Ricardo Fernandez
Owner
375 S. Euclid Ave.

Address
Tucson, AZ 85719

City & State

Poster Frost Mirto, Inc.
Name
317 North Court Avenue

Address
Tucson, AZ 85701

City & State

1. Having carefully examined the Construction Documents entitled Rillito Islander Apartments Reroofing Dated 11-10-2017, and Numbered A1.1 Addenda No’s, the site of the work, existing conditions, and all other conditions affecting the work on the above-named project, the Undersigned hereby proposes to furnish all materials, labor, equipment, tools, transportation, services, licenses, fees, permits, etc., required by said documents to complete all divisions of the Work stipulated above for the sum of (BASE BID):

Dollars ($ )

2. The Undersigned agrees to furnish a Performance Bond and a Labor & Material Payment Bond in accordance with the General Conditions.

3. It is understood that the work under the Contract Documents shall be commenced by the undersigned bidder, if awarded the Contract for the Project, within 10 days of the date of the "Notice to Proceed" issued by the Architect as specified in the Contract and the General Conditions.

4. The work included above shall be composed of the following schedule of unit prices. Work shall be included in base bid:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESIGNATION</th>
<th>UNIT OF MEASURE</th>
<th>UNIT OF PRICE</th>
<th>BASE BID</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1</td>
<td>2x8 Wood Fascia Replacement</td>
<td>Linear Foot</td>
<td>$240 LF</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>S2</td>
<td>3/8” Plywood Roof Sheathing</td>
<td>4X4 Half Sheet</td>
<td>$650 Sheets</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL PRICE: ($ )

(In Words)

(In Numerals)

Error! Not a valid link.
5. The Work described by must be complete by **April 30, 2018**.
6. The Contractor will honor this Bid for a period of 30 days.

Respectfully submitted:

Company

By

Title

Business Address

City and State

Date: ___________

SEAL
(If a Corporation)
GENERAL NOTES:

1. EXISTING ROOF ASSEMBLY - SELECT ROOF ASSEMBLY TO BE INSTALLED OR PREFAB FOR ALL PIPE PENETRATIONS GREATER THAN 6". CUSTOM BUILT-UP ROOF SYSTEMS ARE RECOMMENDED.

2. INSTALL NEW STEEL FASCIA AT ENTIRE ROOF EDGE AS NECESSARY.

3. PREPARE METAL FLANGE BEFORE INSTALLATION OF SHEET METAL ENCLOSURES.

4. INSTALL NEW SHEET METAL ENCLOSURES - CUSTOM BUILT-UP ROOF SYSTEMS ARE RECOMMENDED.

5. PROVIDE TWO COATS WOOD PRIMER FULL PERIMETER TYP.

6. REPLACE ALL EXISTING 2X8 ROOF JOISTS OR DETERIORATED BY WATER - PROVIDE TWO COATS WOOD PRIMER.

7. INSTALL WOOD NAILER(S) AT CONTINUOUS CLEAT.

8. INSTALL WOOD NAILER(S) AT SECONDARY FASCIA CLEAT.

9. PREPARE METAL FLANGE BEFORE INSTALLATION OF SHEET METAL ENCLOSURES.

10. PROVIDE TWO COATS WOOD PRIMER FULL PERIMETER TYP.

11. Replace all existing 1X4 fascia boards damaged or deteriorated by water - provide two coats wood primer.

12. Install wood nailer(s) at continuous cleat.

13. Install wood nailer(s) at secondary fascia cleat.

14. Insulate void for accommodating rigid insulation as required.

15. Prepare metal flange before installation of sheet metal enclosures.

16. Provide two coats wood primer full perimeter typ.

17. Replace all existing 2X8 roof joists or deteriorated by water - provide two coats wood primer.

18. Install wood nailer(s) at continuous cleat.

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20. Insulate void for accommodating rigid insulation as required.

21. Install wood nailer(s) at continuous cleat.

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23. Prepare metal flange before installation of sheet metal enclosures.

24. Provide two coats wood primer full perimeter typ.

25. Replace all existing 1X4 fascia boards damaged or deteriorated by water - provide two coats wood primer.

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31. Prepare metal flange before installation of sheet metal enclosures.

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PAR T 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Fire barrier / Insulation board
   2. Spray-applied, polyurethane foam insulation.
   3. Elastomeric roof coatings.

1.3 PERFORMANCE REQUIREMENTS

A. Watertightness: Provide coated foamed roofing that is watertight and will not permit the passage of water.

B. Material Compatibility: Provide polyurethane foam, elastomeric coatings, and miscellaneous roofing materials that are compatible with one another and able to bond to substrate under conditions of service and application required, as demonstrated by coated foamed roofing manufacturer based on testing and field experience.

C. The roofing assembly, from the steel decking up through the insulation boards and their securement, are to be FM Approved Assemblies for New Construction, Built-Up Roof assemblies. The spray-on foam and coating are to be FM Approved for “Recover” listed assemblies.

D. FM Global (FMG) Listing: Provide roofing system and component materials that Class 1. Identify materials with FMG markings.
   1. Fire/Windstorm Classification: Class 1A- 90 for the field of the roof. The perimeters and corners are to have increased wind uplift resistance as required by FM Global Data Sheet 1-28
   2. Hail-Resistance Classification: MH.

E. Local Codes: Designers shall have verified that the roofing system with the use of Densdeck or Iso Board, comply with local Codes and FM testing criteria.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated. Include manufacturer's written instructions for evaluating, preparing, and treating substrate; technical data; and tested physical and performance
B. Submittal of the above product, installation details and Assembly Numbers to the Owner’s insuring agency for review and acceptance is required prior to purchasing any materials and any work being performed.

C. Samples for Verification: For coated foamed roofing, prepared on Samples of size indicated below:
   1. Samples, 12 by 12 inches, on rigid backing, showing polyurethane foam of thickness required and stepped coatings in colors required to illustrate buildup of coated foamed roofing.

D. Maintenance Data: For coated foamed roofing to include in maintenance manuals.

E. Accreditation: Provide documentation that the SPFA and the Manufacturer’s accreditation requirements have been met.
   1. Provide list of personnel that will be working on the project and their accreditation.

F. Fastening Pattern: For any substrate or insulation board that is mechanically fastened to the decking.

G. Construction Details: All construction details as they apply to the coated foam roof shall be submitted for approval.

H. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

A. Inspection/Quality Assurance and Testing by WRECORP:
   1. Submittal review.
   2. Pre-construction meeting administration.
   3. Monitor roofing system application.
   4. Verification of foam compressive strength and in-place density.
   5. Final inspection
   6. Closeout inspection.

B. Installer Qualifications: A qualified installer who is approved, authorized by roof coating manufacturer for installation of manufacturer's product over polyurethane foam.
   1. Engage an installer who participates in and who has fulfilled requirements of the SPFA Accreditation Program for company accreditation and individual applicator accreditation for personnel assigned to work on Project.
   2. All members of the crew that work on the project must have completed the Spray Polyurethane Foam Accreditation Program or completed the Manufacturer’s Accreditation Program for foam and coatings.

C. Manufacturer Qualifications: Manufacturer must provide a minimum 4-hour accreditation program that is based on the Spray Polyurethane Foam Accreditation Program. Manufacturer will provide certificates of completion along with photo ID cards with the name of the person passing the course along with the contractor’s name, and date of completion.
D. Source Limitations: Obtain polyurethane coated foam materials from the source or producer that will provide the warranty.

E. Comply with recommendations in NRCA's "Quality Control Guidelines for the Application of Spray Polyurethane Foam Roofing."

F. All construction details shall be in accordance with the NRCA, SPFA, and SMACNA construction details as they apply to coated foam roof systems, and be approved by the coated foam manufacturer prior to application.

G. Comply with recommendations in SPFA AY 104, "Spray Polyurethane Foam Systems for New and Remedial Roofing."

H. All insulation shall be covered with foam and all foam shall be covered with base coating by end of work day of application.

I. Preinstallation Conference: Conduct conference at Project site.
   1. Mandatory Attendance: Roofing contractor’s project manager, superintendent and foreman.
   2. Review methods and procedures related to coated foamed roofing including, but not limited to, the following:
      a. Structural load limitations.
      b. Construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
      c. Certifying procedures.
      d. Surface preparation specified in other Sections.
      e. Substrate condition and pretreatment.
      f. Minimum curing period.
      g. Forecasted weather conditions.
      h. Special details and sheet flashings.
      i. Installation procedures.
      j. Testing and inspection procedures.
      k. Protection and repairs.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original containers with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, shelf life, and directions for storing and mixing with other components.

B. Store materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by manufacturer. Protect stored materials from direct sunlight.

C. Remove and replace material that cannot be applied within its stated shelf life.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install coated foamed roofing until roof openings, curbs, and parapets, if any, are complete and roof drains, vents, and other roof penetrations are in place.
B. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing work to be performed according to coated foamed roofing manufacturer's written instructions and warranty requirements.

1. Apply materials within the range of ambient and a substrate temperature recommended by roofing material manufacturers, and is 50 deg F and rising.
2. Apply materials within range of relative humidity recommended by manufacturer of each component, but not when relative humidity exceeds 85 percent, nor when temperatures are less than 5 deg F above dew point.
3. Do not apply materials to damp or wet surfaces.
4. Do not apply primers, polyurethane foam, or coatings in snow, rain, fog, or mist, or when such weather conditions are imminent during the application and curing period.
5. Do not apply polyurethane foam when wind conditions result in surface finish textures not complying with requirements.
6. Do not apply coatings when wind conditions prevent uniform coating application.

1.8 WARRANTY

A. System Warranty: Coated foamed roofing manufacturer agrees to repair or replace coatings and foam roofing system that does not comply with the following requirements.

1. Perform as designed and installed.
2. Remain watertight.
3. Remain free of manufacturer or installation defects.

B. Warranty Period: 20-years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 POLYURETHANE FOAM

A. Polyurethane Foam: Rigid cellular polyurethane, spray applied, produced by the catalyzed chemical reaction of polyisocyanates with polyhydroxyls, with stabilizers, fire retardants, and blowing agents added; and complying with ASTM C 1029, Type III, as certified by a qualified independent testing agency.

1. Manufacturers: Subject to compliance with requirements, foam and coatings must be provided by the source of the warranty:

   a. BASF
   b. Bayer
   c. Henrys


3. Thickness: 2 inches
2.2 ACRYLIC COATINGS

A. Acrylic Coatings: Liquid acrylic elastomeric coating system specifically formulated for coating spray polyurethane roofing.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. BASF
   b. Bayer
   c. Henrys
   d. KM Coatings
   e. United Coatings

2. Coatings: ASTM D-6083
   a. Solids by volume 55% (+ or – 2%)
   b. Elongation, Initial 245% (+ or – 20%)
   c. Hardness Shore A (ASTM D2240) 45 minimum
   d. Color: White
   e. Solar Reflective Index 100 or greater.

2.3 SUBSTRATE BOARD

A. Thermal Barrier: 1/4” – 5/8” DensDeck over wood deck.
   1. (Alternate) If a P733 rating is required, the DensDeck requirement will be 5/8” DensDeck Fire Guard Type X, per FM Assembly details.

B. Thermal-Barrier Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FMG 4470, and designed and sized for fastening thermal barrier to substrate, per FM Assembly details.

2.4 INSULATION BOARDS: Polyisocyanurate board stock insulation.

A. Manufacturers
   1. Atlas
   2. Hunter Panel
   3. Or equal, as listed in the FM Assembly details.

B. Thickness
   1. Two layers of 1.5” insulation to achieve a total thickness of 3” with an average R-18 value.

2.5 AUXILIARY MATERIALS

A. Mineral Aggregate: White aggregate cleaned and treated to minimize dusting.
   1. Approved Manufacturers
      a. Lucas #10 OR #11 Fire White
b. Or equal

B. Insulation Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FMG 4470, and designed and sized for fastening thermal barrier to substrate, per FM Assembly details.

C. Insulation Adhesive: Insulation and cover board adhesive shall be a two part component foam adhesive designed to adhere products using the manufacturers recommended application rates to achieve required wind uplift ratings.

D. Sealants: All sealant shall be one part urethane or acrylic approved by manufacturer.

E. Flashings: All flashings shall be a minimum 24 gauge metal. Eave flashings shall have a 1” rise that is cleated and using splice joints with sealants. Drip edge shall be painted to match existing fascia colors. Copings shall extend a minimum of 1.5 inches beyond edge of wall.

F. Pre-manufactured Pipe Stands; Designed specifically for pipes and conduits.

   1. Dura-Blok
   2. Miro
   3. PHP

PART 3 - EXECUTION

3.1 EXAMINATION

A. Tear off the existing roof system down to the substrate. Examine substrates, areas, and conditions under which coated foamed roofing will be applied, with Installer present, for compliance with requirements. Begin installation only after unsatisfactory conditions have been corrected and substrates are dry.

   1. All roof decks must be properly sloped to provide for positive drainage to the drains or scuppers.
   2. Drains must be sumped a minimum of 1.5 inches below the finished roof surface.
   3. All curbs, pipes and penetrations shall be built to allow for a minimum base flashing height of 8-inches above the finished foam roof surface including the cricket.
   4. All curbs, pipes and penetrations shall have a minimum 18 inches separation between each other, walls, and valleys.
   5. All cricketts shall have a minimum 2:1 length to width ratio and shall have a slope equal to or greater that the slope of the roof.

3.2 SURFACE PREPARATION

A. Clean and prepare substrate according to coated foamed roofing manufacturers written instructions. Provide clean, dust-free, dew-free, and dry substrate for coated foamed roofing application.

B. Remove grease, oil, form-release agents, curing compounds, and other contaminants from substrate.

C. Cover and mask adjoining surfaces not receiving coated foamed roofing to prevent overspray or spillage affecting other construction. Close off roof drains, removing roof-drain plugs when no work is being done or when rain is forecast.
1. Remove masking after polyurethane foam application and remask adjoining substrates before coating.

D. Fill, cover, or tape joints and cracks in substrate that exceed a width of 1/4 inch. Remove dust and dirt from joints and cracks before applying polyurethane foam.

3.3 SUBSTRATE BOARD

A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.

1. Fasten thermal barrier to wood deck to resist uplift pressure at corners, perimeter, and field of roof according to FM Global I-90 for the field of the roof. The perimeters and corners are to have increased wind uplift resistance as required by FM Global Data Sheet 1-28.

3.4 INSULATION

A. Fire/Windstorm Classification: Class 1A-90 for the field of the roof. The perimeters and corners are to have increased wind uplift resistance as required by FM Global Data Sheet 1-28.

B. Insulation is to be fastened to the substrate by either mechanical fasteners or 2 part component foam adhesive.

C. Loosely lay board insulation units over roofing membrane, with long joints of insulation in continuous straight lines and with end joints staggered between rows. Abut edges and ends between units.

D. Insure that there are no gaps greater than ¼ inch. Fasten the insulation with mechanical fasteners over lightweight or with adhesives over the concrete decks.

E. Tapered crickets - Install one or more layers of insulation to achieve required thickness. Cut and fit to within 3/4 inch of projections and penetrations.

F. Where overall insulation thickness is 2 inches or more, install required thickness in 2 or more layers with joints of each succeeding layer staggered over joints of previous layer a minimum of 6 inches in each direction.

G. Crickets shall be created with insulation / taper board.

3.5 POLYURETHANE FOAM APPLICATION

A. General: Mix and apply polyurethane foam according to ASTM D 5469 and coated foamed roofing manufacturer’s written instructions.

1. Fill irregularities and areas of ponding.
2. Apply the required full thickness of polyurethane foam in any specific area on same day.
3. Apply only the area of polyurethane foam that can be covered on same day with required base coating. Base coatings shall be applied by the end of each work day.
4. Apply polyurethane foam to avoid overspray beyond immediate area of work.

B. Apply polyurethane foam in lift thicknesses not less than 1/2 inch and not more than 1-1/2 inches.
C. Uniformly apply total thickness of polyurethane foam indicated, but not less than 2 inches, to a surface tolerance of plus 1/4 inch and no minus.

D. Apply polyurethane foam to roof penetrations, terminations, and vertical surfaces as indicated. Unless otherwise indicated, extend polyurethane foam at least 4 inches above elevation of adjacent roof field.

E. Surface Finish: Provide finished surface of polyurethane foam within the following range of surface textures as defined by ASTM D 5469:

   1. Texture: Smooth, orange peel or coarse orange peel.

F. Remove and replace polyurethane foam not complying with minimum surface-texture limitations. Remove defective thickness and prepare and reapply polyurethane foam with acceptable, uniform results.

3.6 COATING APPLICATION

A. Allow polyurethane foam substrate to cure for a minimum of two hours and remove dust, dirt, water, and other contaminants before applying coating.

B. Apply coating system to polyurethane foam, in accordance with the below listed application rates and thicknesses, by spray, roller, or other suitable application method.

C. Apply mineral granules to the coating system by means of mechanical means; no hand broadcasting will be permitted.

D. Single Granule Application With Top Lock Coat:

   1. Apply base coat on same day as polyurethane foam is applied at the rate to achieve a minimum 13 mils DFT and allow it to cure.
   2. After the base coat has cured, apply an intermediate coat of a contrasting color, at the rate to achieve a minimum 13 mils DFT and broadcast 35 pounds per 100 square feet of aggregate into the wet coating.
   3. After the coating has cured, remove all loose granules and apply white coatings at a rate to achieve a minimum 18 mils DFT.

E. Reinforced Areas: Reinforced areas shall be defined as all surface areas at top of parapet walls, transition step down areas and roof access areas and shall consist of an additional granule lock coat as described below.

   1. The width of the walk paths and services areas shall be a minimum 5 (five) feet wide. The service areas for equipment or roof hatches shall be a minimum of 3 sides and expanded if required for servicing of equipment. The area of 2 feet wide around all drip edge perimeters shall the double lock granules applied. The top of all parapet shall be double locked.
   2. Apply coatings at the rate to achieve a minimum 13 mils DFT and broadcast granules at the rate of 45 lbs per 100 square feet.
   3. After the coating has cured, remove all loose granules and apply white coatings at a rate to achieve a minimum 18 mils DFT.

F. Apply coating system at wall terminations and vertical surfaces to extend beyond polyurethane foam by 4 inches, minimum.

   1. Minimum thickness of 45 mils DFT.
G. Ground or Repaired Foam: Apply two applications of the base coat at the rate of 1.5 gallons per 100 square feet per each coat and allow it to cure.

3.7 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

1. The owner reserves the right to take core and slit sample to determine if the polyurethane foam meets the minimum density as specified and is properly bonded to the substrate, with Contractor present.
2. Locations of the core and slit samples shall be as directed by the owner or his representative.
3. The contractor prior to application of first set of granules shall cut core and slit samples. Samples will be turned over to the testing agency.
4. Testing agency will perform tests for any product characteristics specified or cited in coated foamed roofing manufacturer's product data.
   a. 2 core samples will be required for roof areas up to 10,000 sq. ft., and 1 core sample will be required for each additional 10,000 sq. ft. or part thereof or per deck if smaller than 10,000 sq. ft.
   b. Slit-test samples will be taken to determine number of coats applied and dry film thickness of coating. A minimum of 2 slit samples will be taken per deck.
   c. Roofing contractor shall repair all areas where core and or slit sample are taken and bear the financial responsibility for the repairs.

B. Correct deficiencies in, or remove, foam or coatings that do not comply with requirements; fill and repair substrates and reapply materials.

C. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with requirements.

3.8 REPAIR AND RECOATING

A. Repair and recoat coated foamed roofing according to ASTM D 6705 and coated foamed roofing manufacturer's written instructions.

3.9 CURING, PROTECTING, AND CLEANING

A. Cure coatings according to coated foamed roofing manufacturer's written instructions, taking care to prevent contamination and damage during application stages and curing. Do not permit traffic on uncured coatings.

B. Protect coated foamed roofing from damage and wear during remainder of construction period.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075705
Rillito St. Apartments – Roof Framing Analysis

Report Prepared For

Poster Frost Mirto Architecture

October 20, 2017

Prepared By

James M. Galvin, P.E.
Structural Engineer, PLLC
520-982-7423
October 20, 2017

Sharayah Jimenez
Poster Frost Miro, Inc.
317 N. Court Avenue
Tucson, AZ 85701

Re: Rillito St. Apartments - Roof Framing Analysis
Galvin Job No. G17031

Dear Sharayah:

We have completed our structural analysis of the roof framing for the Rillito St. Apartments. Our critique was based on the original “as-built” construction documents prepared by Jerome S. Shull, Architect, dated January, 1963.

DESCRIPTION

The project is two existing one-story buildings totaling approximately 10,000 square feet located at 110 W. Rillito St. in Tucson, AZ. Roof construction consists of 3/8” plywood sheathing over conventional 2 x 8 wood joists spaced at 24” oc. The joists are supported by a combination of 4 x 6 wood beams, 2-2 x 12 built-up wood beams, 2 x 4 wood studs at 16” oc for the interior walls and 8” masonry walls for both the interior and perimeter walls.

SCOPE

We understand that the existing roof membrane will be removed from both buildings and replaced with a new membrane. Our scope is to verify, through engineering analysis, that the weight of the new roof membrane will not jeopardize the structural integrity of the roof joists and beams and if it does, provide recommendations for strengthening those members. Not included are analysis of the walls, footings nor the lateral stability of the building when resisting wind and seismic forces.

ENGINEERING ANALYSIS, RESULTS AND CONCLUSIONS

Criteria for Analysis

2. Roof live load = 20 psf.
3. Roof dead load = 16 psf.
4. Douglas Fir (Fb = 1500 psi) for all beams.
5. Douglas Fir No. 2 allowable stresses for all joists.

As shown in the structural calculations in Appendix A, stress levels in the wood roof joists and beams are within allowable design values for dead load and live load. The joist levels vary from 82% to 90% stressed while the beams vary from 66% to 97% stressed.
Re: Rillito St. Apartments - Roof Framing Analysis
Galvin Job No. G17031

ENGINEERING ANALYSIS, RESULTS AND CONCLUSIONS (cont’d)

Based on these results, it is our professional opinion that the weight of the new roof membrane will not adversely affect the structural integrity of the roof joists and beams.

RECOMMENDATIONS

As noted above, the "as-built" drawings show that the roof is sheathed with 3/8" plywood sheathing. We consider this to be inadequate and that 1/2" sheathing should have been specified originally. We recommend that the thickness of the existing sheathing be verified prior to installing the new roof membrane. If it is found that 3/8" was used, then another layer of 3/8" should be installed over the base layer. Nail the new layer with 10d nails at 6" oc at panel edges and 10d nails at 12" oc in the field of the panel.

If you have any questions or comments regarding the above, please call.

Sincerely,

James M. Galvin, P.E.
APPENDIX A – STRUCTURAL CALCULATIONS
DESIGN LOADS

ROOF:

- Built-up roof (new) 3 psf
- 3/8" plywood sheathing (x 2) 2.2 psf
- 2 x 8 wood joists at 24" oc 1.4 psf
- 12" batt insulation 1 psf
- 1/2" gypbd ceiling 2.2 psf
- Sprinklers 1.5 psf
- MPE 1.5 psf
- Miscellaneous 3.2 psf

DL = 16 psf
LL = 20 psf (reducible)
Roof Framing

101575

11. \((\text{existing} \ 2 \times 8 \& 24")\)

\[
\begin{align*}
\text{Span} &= 13 \\
W_0 &= 2 (16) = 32 \text{ #/l} \\
W_L &= 2 (20) = 40 \text{ #/l} \\
W_T &= 72 \text{ #/l}
\end{align*}
\]

From ConA Data,

Existing 2 x 8 of #2 is satisfactory

12. \((\text{existing} \ 2 \times 8 \& 24")\)

\[
\begin{align*}
13.5 &= 13' \text{ CANT} = 4' \\
W_0 &= 32 \text{ #/l} \\
W_L &= 40 \text{ #/l} \\
W_T &= 72 \text{ #/l}
\end{align*}
\]

From ConA Data,

Existing 2 x 8 of #2 is satisfactory
ROOF FRAMES

BEAMS

B1: (EXIST 2 - 2 x 12)

$W_0 = (140)(2612) = 208 \text{ #/},$

$W_L = (20)(2612) = 260 \text{ #/},$

$W_T = 468 \text{ #/},$

From comp. Data,

EXIST 2 - 2 x 12 ($F_b = 1500$) IS SATISFACTORY

B2: (EXIST 4 x 6)

$W_0 = 208 \text{ #/},$

$W_L = 260 \text{ #/},$

$W_T = 468 \text{ #/},$

From comp. Data,

EXIST 4 x 6 ($F_b = 1500$) IS SATISFACTORY
**Wood Beam**

Description: Roof Joint J1

**CODE REFERENCES**

Calculations per NDS 2015, IBC 2015, CBC 2016, ASCE 7-10

Load Combination Set: ASCE 7-10

**Material Properties**

- Analysis Method: Allowable Stress Design
- Load Combination ASCE 7-10
- Wood Species: Douglas Fir - Larch
- Wood Grade: No.2
- Beam Bracing: Beam is Fully Braced against lateral-torsional buckling

**Applied Loads**

Service loads entered. Load Factors will be applied for calculations.

**DESIGN SUMMARY**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>0.899</th>
<th>2x8</th>
<th>1,388.98 psi</th>
<th>1,552.50 psi</th>
<th>+D+Lr+H</th>
<th>6.500 ft</th>
<th>Span # where maximum occurs</th>
<th>0.339 in</th>
<th>Ratio = 459 &gt;=360</th>
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<td>Span # 1</td>
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<td></td>
<td>0.262</td>
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<td>225.00 psi</td>
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<td>Span # where maximum occurs</td>
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<td></td>
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<td></td>
<td></td>
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<td>Span # 1</td>
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**Overall Maximum Deflections**

<table>
<thead>
<tr>
<th>Load Combination</th>
<th>Span</th>
<th>Max. &quot;a&quot; Defl</th>
<th>Location in Span</th>
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<tbody>
<tr>
<td>+D+Lr+H</td>
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**Vertical Reactions**

Support notation: Far left is #1

<table>
<thead>
<tr>
<th>Load Combination</th>
<th>Support 1</th>
<th>Support 2</th>
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<tr>
<td>Overall Maximum</td>
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<tr>
<td>Overall Minimum</td>
<td>0.260</td>
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<tr>
<td>+D+H</td>
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<tr>
<td>+D+Lr+H</td>
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<td>+D+Lr+H</td>
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<td>+D+S+H</td>
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</tr>
<tr>
<td>+D+0.75L+0.75L+H</td>
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<td>+D+0.75L+0.755L+H</td>
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<td>+D+0.95L+H</td>
<td>0.308</td>
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### Wood Beam

**Description:** Roof Joint J1

#### Vertical Reactions

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<tr>
<th>Load Combination</th>
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<th>Support 2</th>
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<tbody>
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<td>+C=0.70E+H</td>
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<td>+D=0.750L+0.750L+0.450W+H</td>
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<td>D Only</td>
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<td>L Only</td>
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<tr>
<td>L Only</td>
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<td>E Only</td>
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<tr>
<td>H Only</td>
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Values in KIPS

Support rotation: Far left is #1
Wood Beam

CODE REFERENCES
Calculations per NDS 2015, IBC 2015, CBC 2016, ASCE 7-10
Load Combination Set: ASCE 7-10

Material Properties
Analysis Method: Allowable Stress Design
Load Combination ASCE 7-10

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<tr>
<th>Property</th>
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<th>Value</th>
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<tr>
<td>Fb+</td>
<td>900.0 psi</td>
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<tr>
<td>Fb-</td>
<td>800.0 psi</td>
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</tr>
<tr>
<td>Fc - Prf</td>
<td>1,360.0 psi</td>
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<tr>
<td>Fc - Perp</td>
<td>625.0 psi</td>
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<tr>
<td>Fv</td>
<td>180.0 psi</td>
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<tr>
<td>Ff</td>
<td>575.0 psi</td>
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</table>

E : Modulus of Elasticity
Ebend-xx : 1,600.0 ksi
Enmiscbend-xx : 580.0 ksi

Wood Species: Douglas Fir - Larch
Wood Grade: No.2
Beam Bracing: Beam bracing is defined Beam-by-Beam

Unbraced Lengths
Span # 1: Fully Braced
Span # 2: Defined Brace Spacing, First Brace at ft and spaced at ft

D(0.032)Ln(0.04)
2"x8
Span = 13.0 ft

Applied Loads
Service loads entered. Load Factors will be applied for calculations.

Load for Span Number 1
Uniform Load: D = 0.0320, Lr = 0.040, Tributary Width = 1.0 ft
Load for Span Number 2
Uniform Load: D = 0.0320, Lr = 0.040, Tributary Width = 1.0 ft

DESIGN SUMMARY
Maximum Bending Stress Ratio = 0.821 : 1
Section used for this span = 2x8
fbd : Actual = 1,274.53 psi
fbd : Allowable = 1,552.50 psi
Load Combination = D+Lr+H, LL Comb Run (L1)
Location of maximum on span = 6.246 ft
Span # where maximum occurs = Span # 1

Maximum Deflection
Max Downward Transient Deflection = 0.340 in
Max Upward Transient Deflection = -0.332 in
Max Downward Total Deflection = 0.551 in
Max Upward Total Deflection = -0.474 in

Maximum Shear Stress Ratio = 0.288 : 1
Section used for this span = 2x8
fvd : Actual = 64.89 psi
fvd : Allowable = 225.00 psi
Load Combination = D+Lr+H, LL Comb Run (L1)
Location of maximum on span = 12.419 ft
Span # where maximum occurs = Span # 1

Overall Maximum Deflections
Load Combination | Span | Max. Defl. | Location in Span | Load Combination | Max. Defl. | Location in Span
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<th></th>
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<tbody>
<tr>
<td>D+Lr+H, LL Comb Run (L1)</td>
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<td>D+Lr+H, LL Comb Run (L1)</td>
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<td>-0.474</td>
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Vertical Reactions
Load Combination | Support 1 | Support 2 | Support 3 | Values in KIPS
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<tbody>
<tr>
<td>Overall Maximum</td>
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<td>0.800</td>
<td>0.235</td>
<td>0.445</td>
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<tr>
<td>Overall Minimum</td>
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# Wood Beam

**Description:** Roof Joint J2

## Vertical Reactions

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</thead>
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<td>+D+H</td>
<td>0.188</td>
<td>0.356</td>
<td></td>
</tr>
<tr>
<td>+D+L+H, LL Comb (L)</td>
<td>0.188</td>
<td>0.356</td>
<td></td>
</tr>
<tr>
<td>+D+L+H, LL Comb (L')</td>
<td>0.188</td>
<td>0.356</td>
<td></td>
</tr>
<tr>
<td>+D+L+H, LL Comb (LL)</td>
<td>0.188</td>
<td>0.356</td>
<td></td>
</tr>
<tr>
<td>+D+Lr+H, LL Comb (L')</td>
<td>0.164</td>
<td>0.540</td>
<td></td>
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<tr>
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*Values in KIPS*
Wood Beam

Description: Roof Beam: B1

CODE REFERENCES
Calculations per NDS 2015, IBC 2015, CBC 2016, ASCE 7-10
Load Combination Set: ASCE 7-10

Material Properties
Analysis Method: Allowable Stress Design
Load Combination ASCE 7-10
Fb: 1,500.0 psi
E: Modulus of Elasticity
 Ebend: xx
Embritment: xx
1,900.0 ksi
690.0 ksi

Wood Species: Douglas Fir - Larch
Wood Grade: Select structural

Beam Bracing: Beam is Fully Braced against lateral-torsional buckling

Applied Loads
Beam self weight calculated and added to loads
Uniform Load: D = 0.2080, Lr = 0.260 , Tributary Width = 1.0 ft

DESIGN SUMMARY
Maximum Bending Stress Ratio = 0.965 1
Section used for this span
fb: Actual = 2-2x12
Fb: Allowable = 1,808.63 psi
1,875.00 psi
Load Combination
Location of maximum on span = +D+Lr+H
Span # where maximum occurs = Span # 1

Maximum Deflection
Max Downward Transient Deflection = 0.224 in
Max Upward Transient Deflection = 0.000 in
Max Downward Total Deflection = 0.410 in
Max Upward Total Deflection = 0.000 in

Overall Maximum Deflections
Load Combination Span Max. *Def Location in Span Load Combination Max. *Def Location in Span
+D, +H, +L 1 0.4069 6.381 Support 1 Support 2
Values in KIPS

Vertical Reactions
Support notation: Far left is #1
Load Combination Support 1 Support 2
Overall Maximum 3.011 3.011
Overall Minimum 1.647 1.647
+D+H 1.364 1.364
+D+L+H 1.364 1.364
+D+Lr+H 3.011 3.011
+D+S+H 1.364 1.364
+D+0.75OL+0.75OL+H 2.989 2.989
+D+0.750L+0.750L+H 1.364 1.364
# Wood Beam

**Description:**

<table>
<thead>
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<th>Vertical Reactions</th>
<th>Support 1</th>
<th>Support 2</th>
<th>Values in KIPS</th>
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<td>Load Combination</td>
<td>Support 1</td>
<td>Support 2</td>
<td>Values in KIPS</td>
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<tr>
<td>D+0.60W+H</td>
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<tr>
<td>D+0.70E+H</td>
<td>1.364</td>
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<tr>
<td>D+0.75D+0.75D+0.45W+H</td>
<td>2.699</td>
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<td>D+0.750L+0.750L+0.450W+H</td>
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<tr>
<td>D+0.620D+0.620W+0.620H</td>
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<tr>
<td>D+0.620D+0.70E+0.60H</td>
<td>0.618</td>
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<tr>
<td>D Only</td>
<td>1.364</td>
<td>1.364</td>
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</tr>
<tr>
<td>L Only</td>
<td>1.647</td>
<td>1.647</td>
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<tr>
<td>S Only</td>
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<td>W Only</td>
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<td>E Only</td>
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<tr>
<td>H Only</td>
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</table>
Wood Beam

Description: Roof Beam: B2

CODE REFERENCES
Calculations per NDS 2015, IBC 2015, CBC 2016, ASCE 7-10
Load Combination Set: ASCE 7-10

Material Properties
Analysis Method: Allowable Stress Design
Load Combination ASCE 7-10
Fb: + 1,500.0 psi
Fb: - 1,500.0 psi
Fc - Prl 1,700.0 psi
Fc - Perp 625.0 psi
Fv 180.0 psi
Fl 1,000.0 psi
Density 31.20 pcf

Wood Species: Douglas Fir - Larch
Wood Grade: Select structural
Beam Bracing: Beam is Fully Braced against lateral-torsional buckling

Applied Loads
Beam self weight calculated and added to loads
Uniform Load: D = 0.2060, Lr = 0.250, Tributary Width = 1.0 ft

DESIGN SUMMARY
Maximum Bending Stress Ratio = 0.660:1
Section used for this span = 4x6
fb: Actual = 1,608.26 psi
FB: Allowable = 2,437.50 psi
Load Combination = +D+L+H
Location of maximum on span = 3.166 ft
Span # where maximum occurs = Span # 1
Maximum Deflection
Max Downward Transient Deflection = 0.186 in
Max Upward Transient Deflection = 0.000 in
Max Downward Total Deflection = 0.186 in
Max Upward Total Deflection = 0.000 in

Overall Maximum Deflections
Load Combination = +D+L+H
Span = 1
Max. *w* Deff = 0.186
Location in Span = 3.166
Load Combination = 0.000
Max. *w* Deff = 0.000
Location in Span = 0.000

Vertical Reactions
Support notation: Far left is #1

Load Combination
Support 1
Support 2
Overall Maximum 1.494 1.494
Overall Minimum 0.823 0.823
+D+H 0.673 0.673
+D+L+H 0.673 0.673
-D+L+H 1.494 1.494
-D+H 0.673 0.673
-D+0.750L+H 1.289 1.289
+D+0.750L+H 0.673 0.673
+D+0.750L+0.750L+H 0.673 0.673

Values in KIPS
# Wood Beam

**Description:** Roof Beam B2

**Vertical Reactions**

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<thead>
<tr>
<th>Load Combination</th>
<th>Support 1</th>
<th>Support 2</th>
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<tbody>
<tr>
<td>+D+0.80W+H</td>
<td>0.672</td>
<td>0.672</td>
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<tr>
<td>+D+0.70E+H</td>
<td>0.672</td>
<td>0.672</td>
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<tr>
<td>+D+0.750L+0.750L+0.450W+H</td>
<td>1.269</td>
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<tr>
<td>+D+0.750L+0.750S+0.450W+H</td>
<td>0.672</td>
<td>0.672</td>
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<tr>
<td>+D+0.750L-0.750S+0.500E-0.450E+H</td>
<td>0.403</td>
<td>0.403</td>
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<tr>
<td>+D+0.80D+0.80W+0.60H</td>
<td>0.403</td>
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<tr>
<td>+D+0.80D+0.70E+0.60H</td>
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<td>D Only</td>
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<td>H Only</td>
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</table>

**Support notation:** Far left is #1

**Values in KIPS**
SUPPLEMENTAL CONTRACT CONDITIONS
APPLICABLE TO CONTRACTS FUNDED IN WHOLE OR IN PART BY FEDERAL FUNDS

FEDERAL LABOR STANDARDS PROVISIONS

This contract is funded by
the Department of Housing and Urban Development
Community Development Block Grant Program

Note: Whenever the following Federal Labor Standards Provisions refer to “the Local Public Agency or Public Body,” the provision shall be considered as amended to read “Pima County, a municipal corporation”
CDBG CONSTRUCTION PROJECT
FORM SUBMITTAL REQUIREMENTS

The following information is provided as a guide for the submittal of required contract forms and reporting requirements for projects assisted by Community Development Block Grant funds. It is not intended to be comprehensive and is not a waiver of any other applicable federal requirements. Contractors are encouraged to read and understand all the documents in this section.

The following forms must be returned to:

Paula Jansmann, Administrative Specialist
Community Development & Neighborhood Conservation Department
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713
(520) 724-2696

After a conditional notice of award, and prior to issuance of a notice to proceed, the selected contractor will submit the following information:

- Affirmative Action Plan
- Contractor’s Notification of Subcontracts Awarded
- Certification of Applicable Fringe Benefit Payments
- Attachment A – Section 3 Clause
- Attachment B – Section 3 Assurance
- Attachment C – Estimated Project Workforce Breakdown
- Attachment D – Section 3 Business Self-Certification
- Attachment E – Section 3 Resident Self-Certification

After construction work has commenced the following forms are to be submitted:

- U.S. Department of Labor Weekly Payroll Form WH-347 - to be submitted on a weekly basis by the prime contractor and all subcontractors for all work covered under this contract
- Authorization for deductions (if applicable)
- Attachment D – Section 3 Business Self-Certification (on-going)
- Attachment E – Section 3 Resident Self-Certification (on-going)
- Attachment F – Annual Report Form HUD-60002 (after completion of project)
AFFIRMATIVE ACTION PLAN

TO INSURE EQUAL OPPORTUNITY IN HIRING AND EMPLOYMENT FOR ALL WORK FUNDED THROUGH THE PIMA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

ALL CONTRACTORS AND SUB-CONTRACTORS AGREE TO TAKE THE FOLLOWING ACTIONS:

1. ENDORSE THE FOLLOWING STATEMENT: THE UNDERSIGNED CONTRACTOR HAS AGREED THAT IT WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN AND WILL TAKE AFFIRMATIVE ACTION TO INSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN.

FURTHERMORE, THIS CONTRACTOR HAS AGREED THAT, TO THE GREATEST EXTENT FEASIBLE, OPPORTUNITIES FOR TRAINING AND EMPLOYMENT WILL BE GIVEN TO LOWER INCOME RESIDENTS OF THE PROJECT AREA AND CONTRACTS FOR WORK IN CONNECTION WITH THE PROJECT WILL BE AWARDED TO BUSINESS CONCERNS WHICH ARE LOCATED IN, OR OWNED IN SUBSTANTIAL PART BY PERSONS RESIDING IN, THE AREA OF THE PROJECT.

2. WHEN HIRING ANY SUBCONTRACTORS, TO PROVIDE AN OPPORTUNITY FOR ANY MINORITY OWNED FIRMS LOCATED WITHIN PIMA COUNTY TO BID FOR THE JOB.

3. REPORT TO THE OFFICE OF COMMUNITY DEVELOPMENT ON THE FIRM’S TOTAL EMPLOYEES, BY RACE AND SEX.

4. SEND A COPY OF THIS AFFIRMATIVE ACTION PLAN TO ANY COLLECTIVE BARGAINING ORGANIZATION WITH WHICH THE CONTRACTOR HAS AN AGREEMENT.

5. POST THE EQUAL OPPORTUNITY POSTER AND THIS AFFIRMATIVE ACTION PLAN IN A CONSPICUOUS LOCATION AVAILABLE TO EMPLOYEES.

_____________________________________________ HEREBY AGREES TO ABIDE BY

NAME OF FIRM

THE PROVISIONS OF THIS AFFIRMATIVE ACTION PLAN.

___________________________________________________ ___________________

SIGNATURE & TITLE DATE
CONTRACTOR’S NOTIFICATION OF SUBCONTRACTS AWARDED

Covered Area: PIMA COUNTY

Month of: ___________________

<table>
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<tr>
<th>SUBCONTRACTOR’S NAME &amp; ADDRESS</th>
<th>CONTRACT AMOUNT</th>
<th>ESTIMATED STARTING DATE</th>
<th>ESTIMATED COMPLETION DATE</th>
<th>CRAFTS TO BE USED</th>
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<td>10.</td>
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General Decision Number: AZ180033 01/05/2018  AZ33

Superseded General Decision Number: AZ20170033

State: Arizona

Construction Type: Building

County: Pima County in Arizona.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number  Publication Date
0            01/05/2018

* ASBE0073-002 08/01/2017

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<td>ELECTRICIAN (Including Low Voltage Wiring)</td>
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ZONE DEFINITIONS-

Zone A: the area within a twenty-nine (29) mile radius from a basing point at the Tucson Town Hall.
Zone B: 29 to 46 mile radius from the town hall in Tucson- an additional $1.25 per hour
Zone C: 47 mile radius from the town hall in Tucson to the
outer limits of the geographic jurisdiction- an additional $ 3.75 per hour

<table>
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<td>(1) Oiler ..............</td>
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<tr>
<td>Rates</td>
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<td>IRONWORKER, STRUCTURAL</td>
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</table>

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

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<th>LAB00383-005 06/01/2017</th>
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<td>PLUMBER/PIPEFITTER</td>
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<td>Coconino, Maricopa, and Yuma Counties</td>
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<td>Pima County</td>
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<td>CEMENT MASON/CONCRETE FINISHER</td>
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<td>GLAZIER</td>
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<td>INSTALLER - SIGN</td>
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<td>LABORER: Common or General</td>
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| LABORER: Landscape &
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<td>LABORER: Pipelayer</td>
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<td>LABORER: Power Tool Operator</td>
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<td>OPERATOR: Backhoe/Excavator/Trackhoe</td>
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<td>OPERATOR: Bulldozer</td>
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<td>OPERATOR: Crane</td>
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<td>OPERATOR: Drill</td>
<td>$19.16</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Forklift</td>
<td>$17.93</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Grader/Blade</td>
<td>$21.39</td>
<td>4.26</td>
</tr>
<tr>
<td>OPERATOR: Loader (Front End)</td>
<td>$15.00</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Paver (Asphalt, Aggregate, and Concrete)</td>
<td>$21.00</td>
<td>3.77</td>
</tr>
<tr>
<td>OPERATOR: Roller</td>
<td>$21.67</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Scraper</td>
<td>$21.41</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Screed</td>
<td>$22.17</td>
<td>4.42</td>
</tr>
<tr>
<td>OPERATOR: Trencher</td>
<td>$16.24</td>
<td>1.34</td>
</tr>
<tr>
<td>PAINTER (Drywall Finishing/Taping Only)</td>
<td>$15.72</td>
<td>2.20</td>
</tr>
<tr>
<td>PAINTER: Brush, Roller, Spray and Steel</td>
<td>$16.31</td>
<td>0.00</td>
</tr>
<tr>
<td>PLASTERER</td>
<td>$15.00</td>
<td>0.00</td>
</tr>
<tr>
<td>ROOFER, Includes Waterproofing, and Installation of Metal Roofs</td>
<td>$15.32</td>
<td>2.11</td>
</tr>
<tr>
<td>SHEET METAL WORKER, Includes HVAC Duct Installation</td>
<td>$17.12</td>
<td>1.94</td>
</tr>
<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)</td>
<td>$22.27</td>
<td>7.76</td>
</tr>
<tr>
<td>TILE FINISHER</td>
<td>$12.50</td>
<td>0.00</td>
</tr>
<tr>
<td>TILE SETTER</td>
<td>$18.92</td>
<td>1.24</td>
</tr>
<tr>
<td>TRUCK DRIVER: Dump Trucks</td>
<td>$15.50</td>
<td>0.00</td>
</tr>
<tr>
<td>TRUCK DRIVER: Water Truck</td>
<td>$15.62</td>
<td>4.21</td>
</tr>
</tbody>
</table>
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

----------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

================================================================
END OF GENERAL DECISION
1. **FROM** (name and address of requesting agency)

2. **PROJECT NAME AND NUMBER**

3. **LOCATION OF PROJECT** (City, County and State)

4. **BRIEF DESCRIPTION OF PROJECT**

5. **CHARACTER OF CONSTRUCTION**
   - Building
   - Residential
   - Heavy
   - Highway
   - Other (specify)

6. **WAGE DECISION NO.** (include modification number, if any)

7. **WAGE DECISION EFFECTIVE DATE**

8. **WORK CLASSIFICATION(S)**

9. **PRIME CONTRACTOR** (name, address)

10. **SUBCONTRACTOR/EMPLOYER, IF APPLICABLE** (name, address)

**Check All That Apply:**
- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- The proposed classification is utilized in the area by the construction industry.
- The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- Supporting documentation attached, including applicable wage decision.

**Check One:**
- Approved, meets all criteria. DOL confirmation requested.
- One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.

---

**Agency Representative**
(Typed name and signature)  
**Date**

**Phone Number**

---

**FOR HUD USE ONLY**

**LR2000:**

**Log in:**

**Log out:**

---

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE
INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringe to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to other fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays 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 shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus $3.25/40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted 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 employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid to plans, funds, or programs as fringes.
CERTIFICATION OF APPLICABLE FRINGE BENEFIT PAYMENTS

Project Name: _____________________

Project Number: _____________________

Use this form to identify those bona fide fringe benefit plan(s) in which your employees are participating. List third party plans, funds or trustees to which your firm makes fringe benefit payments in the interest of your employees. Provide an hourly equivalent of each fringe type (in dollars). If your firm does not participate in approved fringe benefit type plans, then check the box below.

<table>
<thead>
<tr>
<th>Classification and Fringe Benefit Provided</th>
<th>Hourly Rate</th>
<th>Name and Address of Plan or Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Health and Welfare</td>
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<td>2) Health and Welfare</td>
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<td></td>
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<tr>
<td>3) Health and Welfare</td>
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</table>

OR: (Check if Applicable)

☐ I certify that I do not make payments to approved fringe benefit plans, funds or programs.

By ____________________________

Contractor Company Name

Signature

Phone Number

Title

Date

6/04
Davis-Bacon Certified Payroll Guidance

1. The certified payrolls may be submitted using the standard WH-347 form from the Department of Labor. However, contractors may also use their own payrolls provided it has all the required information from the WH-347.

2. All payroll certifications must be signed by an officer of the company. If someone other than an officer is designated to sign these documents, an authorization must be submitted to the engineer (or contracted equivalent) designating that individual to sign payroll certifications. The authorization must be signed by an officer of the company. (If using a letter, it must be on the contractor’s company letterhead).

3. Payrolls (including subcontractors) must be submitted on a weekly basis to the engineer (or contracted equivalent).

4. Payrolls must be numbered in sequence. “No Work” payrolls must be submitted when no work is performed, and must be numbered in the same sequence as work payrolls.

5. Job classifications must conform to those listed on the Wage Decision issued for the project. Equipment operators must show the type of equipment operated. Laborer must show the type of labor performed (landscaping, unskilled labor, etc.)

6. Apprentices and Trainees must submit certification through the Department of Labor to be recognized as such and receive the appropriate wages.

7. Deductions from employee’s wages, other than those listed on the Payroll Deduction Authorization Form must be authorized by the employee by completing the above referenced form.

8. Subcontractors must complete certified payrolls also and comply with all Davis-Bacon related items.
<table>
<thead>
<tr>
<th>PAYROLL NO.</th>
<th>FOR WEEK ENDING</th>
<th>PROJECT AND LOCATION</th>
<th>PROJECT OR CONTRACT NO.</th>
</tr>
</thead>
</table>

<table>
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<tr>
<th>NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER</th>
<th>NO. OF WITHHOLDING EXEMPTIONS</th>
<th>WORK CLASSIFICATION</th>
<th>HOURS WORKED EACH DAY</th>
<th>TOTAL HOURS</th>
<th>RATE OF PAY</th>
<th>GROSS AMOUNT EARNED</th>
<th>FICA</th>
<th>WITHHOLDING TAX</th>
<th>OTHER</th>
<th>TOTAL DEDUCTIONS</th>
<th>NET WAGES PAID FOR WEEK</th>
</tr>
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<tr>
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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) 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.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210
(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 the full 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 Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 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 for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists 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 APPROVED PLANS, 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, as indicated on the payroll, an amount not less than the sum of the applicable basic 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

<table>
<thead>
<tr>
<th>EXCEPTION (CRAFT)</th>
<th>EXPLANATION</th>
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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.
The undersigned authorize deductions, as noted, to be made from their wages. It is understood that these deductions are:

a) are in the interest of the employee,
b) not a condition of employment,
c) there is no direct or indirect financial benefit accruing to the employer,
d) it is not otherwise forbidden by law.

<table>
<thead>
<tr>
<th>EMPLOYEE NAME:</th>
<th>DATE/DURATION:</th>
<th>AMOUNT:</th>
<th>PURPOSE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
<td>Date/Duration</td>
<td>Deduction Amount</td>
<td>Purpose</td>
</tr>
<tr>
<td>Signature</td>
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<tr>
<td>Print Name</td>
<td>Date/Duration</td>
<td>Deduction Amount</td>
<td>Purpose</td>
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<tr>
<td>Print Name</td>
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<td>Deduction Amount</td>
<td>Purpose</td>
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<td>Signature</td>
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</table>

Signature of Authorized Representative of Employer: ________________________________________________

Authorized Representative’s Name and Title: _______________________________________________________

Company Name: ___________________________________________  Date: _____________________
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 (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 5.5a(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 5.5a(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 conforming under 29 CFR 5.5a(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) except that full
social security numbers and home addresses shall not be
included on weekly transmittals. Instead the payrolls shall
only need to include an individually identifying number for
each employee (e.g., the last four digits of the employee's
social security number). The required weekly payroll
information may be submitted in any form desired.
Optional Form WH-347 is available for this purpose from
the Wage and Hour Division Web site at
http://www.dol.gov/esa/whd/forms/wh347instr.htm or
its successor site. The prime contractor is responsible for
the submission of copies of payrolls by all subcontractors.
Contractors and subcontractors shall maintain the full
social security number and current address of each
covered worker, and shall provide them upon request to
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 contractor, or the Wage and Hour
Division of the Department of Labor for purposes of an
investigation or audit of compliance with prevailing wage
requirements. It is not a violation of this subparagraph for
a prime contractor to require a subcontractor to provide
addresses and social security numbers to the prime
contractor for its own records, without weekly submission
to HUD or its designee. (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 provided under 29 CFR 5.5
(a)(3)(i), the appropriate information is being 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 journeyman 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 in 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 1 01 0, 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 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 the individual 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 subparagraph (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 subparagraph (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 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, (Public Law 91-54, 83 Stat 96). 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 subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.
US Department of Labor – Office of Federal Contract Compliance Programs

Executive Order 11246, As Amended

Subpart B – Contractors’ Agreements

SEC. 202

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

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

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

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

7. In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

SEC. 203

a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union’s or agency’s practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer’s practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.


SEC. 204

a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order.

b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no
recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

c. Section 202 of this Order shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this Order.

d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this Order: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

This section shall be included in all Section 3 covered contracts.

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO SECTION 3 PROVISIONS.

The County will monitor compliance with such provisions and standards on behalf of the County of Pima. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to County of Pima is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact [Project Coordinator].

A. SECTION 3 CLAUSE (2 pages) This form needs to be included in all bid documents for Section 3 covered projects.

B. SECTION 3 ASSURANCE (1 page) This form is to be completed by the Prime Contractor and submitted as a part of the bid package or within 3 days of contract award. Completion of this form provides assurance that the Prime Contractor will comply with Section 3 requirements.

C. ESTIMATED PROJECT WORK FORCE BREAKDOWN (1 page) This form is to be completed by the Prime Contractor and submitted as a part of the bid package or within 3 days of contract award. This form identifies additional positions needed to complete the Section 3 covered project.

D. SECTION 3 BUSINESS SELF-CERTIFICATION (1 page) This form is to be completed by the Prime Contractor and Sub-Contractors (if applicable), and submitted as a part of the bid package or within 3 days of contract award. The bidder completes this form to qualify as a Section 3 business concern.

E. SECTION 3 RESIDENT SELF-CERTIFICATION (1 page) This form is to be completed by newly hired employee(s) of the Prime Contractor and/or Sub-Contractor if applicable, and submitted as a part of the bid package, within 3 days of contract award, or as employees is newly hired through the life of the contract/project. The bidder completes this form to qualify as a Section 3 business concern.

F. TUCSON/PIMA COUNTY INCOME LIMITS - 80% AREA MEDIAN INCOME (1 page)

G. JOB COMPLETION/END OF YEAR REPORT (1 page) This form is to be submitted by the Prime Contractor at the completion of the Project and/or by September 30 for a multi-year project. The final payment to the Contractor will not be disbursed until this report is submitted at job completion.

H. ANNUAL REPORT FORM HUD-60002 (3 pages) This form is for County purposes only and will be submitted annually to HUD.
ATTACHMENT A

I. Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

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

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

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

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

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

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

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)~
II. Providing Other Economic Opportunities

a) General. In accordance with the findings of the Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with Section 3-covered assistance.

b) Other training and employment related opportunities. Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring Section 3 residents in management and maintenance positions within other housing developments; and hiring Section 3 residents in part-time positions.

c) "Other Business Related Economic Opportunities"

1) A recipient or contractor may provide economic opportunities to establish stabilize or expand Section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of Section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR, Part 963 regarding HA contracts to HA resident owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-Section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

2) A Section 3 joint venture means an association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 business concern:

    (i) Is responsible for a clearly-defined portion of the work to be performed and holds management responsibilities in the joint venture; and

    (ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

III. Certifications and Reporting:
The attached certifications must be submitted upon contract execution, prior to commencing contract activities and the attached annual report is required annually and prior to final draw.

____________________________________   _________________________________
Signature       Date
ATTACHMENT B

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS OR WITHIN 3 DAYS OF CONTRACT AWARD

SECTION 3 ASSURANCE

1. I, the undersigned, ____________________, as official representative of ______________________
   (Printed Name)          (Contractor)
   agree to comply with Section 3 requirements, to include recordkeeping and reporting, for the
   ___________________________. It is understood that failure to comply may result in the
   following sanctions: Cancellation, Termination or Suspension of this contract in whole or in part.

2. Prime Contractor
   a. The number of positions needed in this project: ________________________________
      Details of occupational categories provided in Attachment B   _____ (Yes)
   b. The number of these positions to be filled by regular, permanent employees: __________
   c. The number of positions projected to be filled by low income area residents: __________
      Details of occupational categories provided in Attachment B   _____ (Yes)

3. Subcontractors/Vendors
   a. The number of subcontractors projected to be utilized for this project: __________________
   b. The number of subcontractors projected to be Section 3 businesses: __________________
   c. The number of businesses/suppliers projected to be utilized: _________________________
      Dollar amount: $_________________
   d. The number of businesses/suppliers projected to be Section 3 businesses/suppliers: _________
      Dollar amount: $_________________

_________________________________________   _____________________________
Authorized Signature        Date
## ESTIMATED PROJECT WORK FORCE BREAKDOWN

*THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS OR WITHIN 3 DAYS OF CONTRACT AWARD*

### Section 3

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Total Estimated Positions Needed for Project</th>
<th>No. of Positions Occupied by Permanent Employees</th>
<th>Number of Positions Not Occupied</th>
<th>No. of Positions to be Filled with Section 3 Residents</th>
<th>Approximate Hiring Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
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<tr>
<td>Professional</td>
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<tr>
<td>Technical</td>
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<tr>
<td>Office/Clerical</td>
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<td>Others</td>
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<tr>
<td>TRADE:</td>
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<tr>
<td>Journeyman</td>
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<td>Apprentices</td>
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<tr>
<td>Trainees</td>
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<td>Others</td>
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<td>TRADE:</td>
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<tr>
<td>Journeyman</td>
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<td>Apprentices</td>
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<tr>
<td>Trainees</td>
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<tr>
<td>Others</td>
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<tr>
<td><strong>TOTALS</strong></td>
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</tbody>
</table>

### Section 3 Resident

*Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.*
ATTACHMENT D

SECTION 3 BUSINESS SELF-CERTIFICATION

A. Basis for Self-Certification

The _____________________________, located at __________________________________________
(Name of Business)               (Address)

hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(Check All Applicable)

1) _____ 51% or more ownership by Section 3 residents;

2) _____ At least 30% of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three years);

3) _____ Is committed to subcontracting more than 25% of the total dollars awarded by [grantee] to business concerns that meet the qualifications indicated in 1) or 2) above.

B. Certifications

I, the undersigned, hereby certify that:

1) I have the legal authority to make these certifications on behalf of _____________________________;
   (Name of Business)

2) Documentation exists to verify the basis for the Self-Certification indicated in A. above;

3) This documentation will be made available to the grantee, the State of Arizona Department of Housing, HUD or its designated representatives, during normal business hours, upon request;

4) This documentation will be maintained for at least five years after completion of the requirements of the contract provided by the grantee;

5) The information provided in A. above is true and accurate to the best of my knowledge; and

6) I am aware that both I and the business identified above, are liable to civil and criminal penalties for willful falsification of any of the information provided in this document.

_____________________________________________   _________________________
Signature     Date

_____________________________________________   _________________________
Printed Name     Title
ATTACHMENT E

SECTION 3 RESIDENT SELF-CERTIFICATION

Company Name

Company Address

Employee Name

Employee Position          Hire Date

Employee Address

Employee’s Household income is (check one box):

☐ At or below the level shown below for their household; or

☐ Above the level shown below for their household.

<table>
<thead>
<tr>
<th>Number of Household Members</th>
<th>Annual Household Income (Including Income of all adults in Household)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$33,250</td>
</tr>
<tr>
<td>2</td>
<td>$38,000</td>
</tr>
<tr>
<td>3</td>
<td>$42,750</td>
</tr>
<tr>
<td>4</td>
<td>$47,450</td>
</tr>
<tr>
<td>5</td>
<td>$51,250</td>
</tr>
<tr>
<td>6</td>
<td>$55,050</td>
</tr>
<tr>
<td>7</td>
<td>$58,850</td>
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<tr>
<td>8+</td>
<td>$62,650</td>
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</tbody>
</table>

* Note: As new income limits are published annually by HUD, the Section 3 forms will need to change accordingly.

I certify that I have looked at the income levels listed above, and certify that the information presented in this Certification form is true and accurate to the best of my knowledge and belief. I understand that providing false information constitutes an act of fraud and may result in punishment.

Signature of Employee          Print Employee Name          Date
# ATTACHMENT F

**Section 3 Job Completion Report for Contractors: FY 2015-2016**  
(To be completed by the Contractor)

**New Employees** (Hired within the last 12 months)  
Note: Section 3 Employees fall under the following income levels:

<table>
<thead>
<tr>
<th>Household</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income</td>
<td>$33,250</td>
<td>$38,000</td>
<td>$42,750</td>
<td>$47,450</td>
<td>$51,250</td>
<td>$55,050</td>
<td>$58,850</td>
<td>$62,650</td>
</tr>
</tbody>
</table>

**Employee Name** | **Job Title** | **Date Hired** | **Number of Hours Worked on Contract** | **Source of Hire** (AZ@Work-Pima County or “Other”) | **Is the Employee Section 3 Eligible?** | **Type of Job** |
<table>
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</table>

Note: All contractors and subcontractors must submit a “Section 3 Business Certification” sheet at time contract is awarded.
For Section 3 covered construction projects, contractors will not receive final payment until the annual report has been submitted.

Certification and Signatures: I certify that the information listed above is true and complete to the best of my knowledge. If any Section 3 requirements are not met, contractor agrees to meet with Pima County in good faith to develop a plan of action to achieve Section 3 Compliance. Providing false, misleading or incomplete information may result in the suspension of your contract and possible debarment from future Contracts, and may constitute an act of Fraud.

Signature  Title  Date

________________________  ___________________

________________________  ___________________