REQUEST FOR PROPOSALS
PUBLIC FACILITY IMPROVEMENTS – GLADYS RAY HOMELESS SHELTER
City of Fargo

The City of Fargo is soliciting proposals from prospective contractors to supply and install various work items at its Gladys Ray Homeless Shelter, in accordance with the specifications outlined herein. The work to be done under these Specifications shall include all labor, materials, equipment, and services necessary to complete all improvements to a structure located at:

1519 1 AVE S. FARGO, ND 58103

This project is being funded with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds. **Davis Bacon Labor Standards and prevailing wage rates will apply.** The primary purpose of this project is to improve a public facility that serves people who are homeless. The facility is a 6,948 square foot, single story facility constructed from concrete masonry units. Improvements will include new flooring materials, new electrical, new plumbing fixtures and equipment, new appliances, new shower and toilet rooms, and new finishes. Each item will be listed in more detail throughout this document.

No proposals will be read or considered which do not fully comply with the North Dakota bond and license requirements. In compliance with Section 43-07-12 of the North Dakota Century Code, each contractor submitting a proposal must have a copy of his North Dakota Contractor's License or certificate of renewal thereof, issued by the Secretary of State enclosed in the bid bond envelope; must be licensed for the highest amount of his total proposal including add alternates; and such license must have been in effect at least 10 days prior to the date of the proposal opening.

Bidder's Bond
No proposal will be read of considered which does not fully comply with the provisions herein as to bonds and licenses, and any deficient proposal submitted will be rejected. **Each bid shall be accompanied by a separate envelope containing a Bidder's bond in a sum equal to five percent the full amount of the Proposal**, executed by the Contractor as principal and by a surety company authorized to do business in this state, conditioned that if the principal's proposal be accepted and the contract awarded to him, he , within ten days after notice of award, will execute and effect a contract in accordance with the terms of his proposal and a contractor's bond as required by law and the regulations and determination of the governing board. Bid security shall be made payable to the City of Fargo. Bid security of two lowest proposals will be retained until Contract has been awarded and executed, but not longer than 30 days.

Project Number:	CDBG 1519 1 AVE S
City Contact:	Tia Braseth, Planning & Development
Contact Phone Number:	701.476.4144
Contact Email:	tbraseth@fargond.gov

IMPORTANT! A **mandatory pre-proposal conference/walk thru** is being held onsite at **9:00 am on March 12, 2020.** Proposals from contractors who do not attend the site visit will be rejected. The Contractor shall be responsible to verify all necessary dimensions and unit counts prior to submitting a proposal. No change in contract unit price shall be made based on errors.

The Contractor shall provide an anticipated construction schedule. If the construction schedule changes at any time throughout the duration of the project, the Contractor shall be required to supply a revised schedule.

TIMELINE

Proposals will be received until 4:00 PM on:	March 27, 2020
Project completion expected no later than:	December 31, 2020

GENERAL INSTRUCTIONS TO CONTRACTORS

Refer to attached "General Instructions to Contractors".

PROJECT SPECIFICATIONS

PART 1
QUALITY OF MATERIALS & WORK

See attached specification sheets for specific materials. Where specified, Contractor must provide equal or similar.

No trade shall commence Work until conditions are right for carrying out the Work properly, and surfaces to be covered are suitable.

Manufacturer's printed instructions covering details of installations shall be followed where not in conflict with these Specifications. If there is a conflict, notify the City and obtain approval before proceeding.

Completed Work shall be left plumb, level, true to line or plain, anchored securely in place free from damage.

Unless otherwise called for, all pieces of material shall be as large a stock size as in conformity with standard good practice of the trade.

Except where in conflict with these Specifications, current manufacturer's printed Specifications of herein specified proprietary products are made part of these Specifications.

Materials shall be of good quality and new unless otherwise noted in these Specifications.

PART 1.1
WARRANTIES

The Contractor will warrant that the Work, materials, and equipment furnished under the Contract will meet the requirements of Part 1 of these Specifications and be free from defects. See Guarantee in Part 4. If requested, the Contractor shall provide specification sheets on each product or material.

The City reserves the right to pursue claims for all damages which may be sustained, whether actual or consequential. The statute of limitations that applies to the construction warranties covered by the Contract will be North Dakota Century Code 28-01-16.

The Prime Contractor shall purchase and pay for all permits and incorporate the cost into the total construction cost.

PART 1.2
CONTRACTOR CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the City's information an updated Contractor's construction schedule for the Work. At least five days prior to the Contract starting date, the Contractor shall furnish the City with another updated schedule for review. The schedule shall include the proposed starting dates and completion times for each of the major construction/rehabilitation operations. The schedule shall not exceed time limits current under the Contract, shall be revised promptly when for any reason any aspect of the schedule changes. The schedule shall provide for expeditious and practicable execution of the Work.

PART 2
IMPROVEMENTS

Floor plan is attached for reference and includes specific locations of improvements.

2.1 EXISTING CONDITIONS ADDRESSED BY THIS REQUEST FOR PROPOSALS

1. Lighting issues – poor lighting. *Locations: Community Room, Reception Area, & Sleeping Rooms*
2. Plumbing issues – worn and/or faulty faucets, shower heads, controls, and urinals. Not commercial grade. *Locations: Shower Rooms*
3. Accessibility issues – only one ADA compliant shower. *Location: Women's Shower*
4. Carpet – worn. *Location: Throughout*
5. Flooring – broken tile. *Location: Kitchen*
6. Countertops – worn/cracked/peeling. *Location: Kitchen*
7. Blinds – worn. *Location: Reception Area*
8. Privacy issues – no privacy dividers. *Locations: Shower Rooms*
9. Paint & Walls – worn, scuffed, blemished. *Locations: Throughout*
10. Need crash rails and other wall protection. *Locations: Corridors and Community Room.*
11. Need bottle filling station, no existing drinking fountains. *Location: Community Room*

2.2 DEMOLITION

1. Remove lavatories (save for reuse), shower surrounds, and urinals. Leave existing toilet in place. *Location: Men's Shower*
2. Remove shower surround. *Location: Women's Shower*
3. Demo wall for new bathroom door at new shower room. See attached floor plan for location.
4. Remove suspended ceilings. *Location: Men's & Women's Shower Rooms*

2.3 PLUMBING/MECHANICAL

1. Supply and install ADA compliant vandal-resistant bottle filling station with chiller, filter, and electronic sensor for bottle filling. See attached specification sheet; provide equal or similar. *Location: Community Room (on Mechanical Room wall)*

2. Supply and install countertop ice dispenser. Owner to approve product prior to installation. *Location: Kitchen*

3. Install new tiled ADA compliant showers and fixtures. All grab bars and handrails must be attached to studs. *Location: All Shower Rooms*

4. Reuse existing lavatories and re-install in compliance with ADA. Include new ADA compliant, high strength commercial grade faucets. *Location: New Shower Rooms, see plan for location*

5. Replace existing faucet with new ADA compliant, high strength commercial grade faucets. *Location: Women's Shower Room*

6. Inspect HVAC and repair or update as needed to eliminate existing moisture issues. *Location: Shower Rooms*

7. Relocate HVAC as needed to replace suspended ceiling with built ceiling (i.e., sheetrock). *Location: Shower Rooms*

2.4 ELECTRICAL

1. Install high impact surface wall mount dimming LED light fixtures with locked dimmer switches. See attached specification sheet; provide equal or similar. *Locations: Community Room (4 fixtures) & Sleeping Areas (8 fixtures in Men's, 9 fixtures in Women's) – See attached plan for locations, install between existing fluorescent fixtures.*

2. Upgrade existing fluorescent lighting tubes to dimmable LED lighting tubes and upgrade to dimmer switches. *Location: Reception Area*

3. Install electrical surface raceway along North, East, and South perimeters of room including standard outlets and USB ports. *Locations: Sleeping Areas*

4. Provide electrical supply for bottle filling station. See attached specification sheet; provide equal or similar. *Locations: Community Room (Mechanical Room wall)*

2.5 OPENINGS

1. Supply and install new door. *Location: New shower/toilet room*. *See attached plan for location.*

2. Replace existing door with new. *Location: Men's Shower*

2.6 CARPENTRY

1. Build wall in center of Men's Shower to separate into 2 separate shower/toilet rooms.

2. Build walls in all shower rooms to accommodate new accessible shower surrounds and fixtures. See attached plan for general location.

3. Replace suspended ceiling with built ceiling (e.g., sheetrock). *Location: Shower Rooms*

2.7 FINISHES

1. Patch walls where urinals, lavatories, and showers were removed. *Location: Shower Rooms*

2. Install rectangle plank wall tile at 4' height around all shower room perimeters. See attached specification sheet; provide equal or similar. Owner to select color. *Locations: Shower Rooms*

3. Provide unisex signage. *Locations: Shower Rooms*

4. Provide and install two signs reading "Women's Dorm" and "Men's Dorm". *Location: Outside of Sleeping Areas (replace existing signage)*

5. Supply and install new high wear plastic laminate countertops. See attached specification sheet; provide equal or similar. Owner to select color. *Locations: Kitchen*

6. Repair, patch, and fill chips, cracks, holes, and other blemishes; then paint all walls using contractor grade, high quality paint. Owner to choose color(s). *Locations: All Rooms*

7. Supply and install window treatment/blinds. Owner to choose style & color from Contractor-provided options. *Location: Reception Area*

2.8 FLOORING

1. Install epoxy flake resin flooring (min. 2 mm. thickness or 40 mils nominal). See attached specification sheet; provide equal or similar. Owner to select color. *Locations: Kitchen, Kitchen Pantry, Shower Rooms (see attached floor plan)*

2. Replace carpet with commercial high traffic carpet tiles. See attached specification sheet; provide equal or similar. Owner to select color/style. Provide extra 500 square feet of tiles to cover future replacements. *Locations: Sleeping Areas & Adjacent Corridor (see attached floor plan)*

3. Replace carpet with commercial grade homogenous sheet vinyl. See attached specification sheet; provide equal or similar. Owner to select color. *Locations: Corridors, Community Room, Reception Area, & Single Sleeper Room (see attached floor plan)*

2.9 WALL PROTECTION

1. Supply and install crash rails. See attached specification sheet; provide equal or similar. Owner to select color. *Locations: Corridors & Community Room (see attached floor plan)*

2. Supply and install wall panels around corners. See attached case study photos, Acrovyn (manufacturer of crash rails above) also manufactures panels that install around curves; provide equal or similar. Owner to select color. *Location: At curved corners of corridors, 4 locations*

2.10 EQUIPMENT

1. Replace refrigerator with commercial kitchen refrigerator. Owner to choose type based on Contractor-provided options.

2.11 COLOR SCHEDULE

PRODUCT	BRAND	TYPE/STYLE/SERIES	COLOR
Plastic Laminate	Wilson Art	High Wear Laminate	Color: Phantom Pearl 8211
Epoxy Resin Flooring	Dura-A-Flex	Dur-A-Gard SL ~ Slip Resistant	Color: Adobe Earthstone Blend

Vinyl Sheet Flooring	Armstrong Flooring	Medintech Diamond 10 Homogenous Sheet Flooring	Color: Ambrosia 84660 Low Gloss
Carpet Tiles	Mowhawk Group	Drifted Ground Tile 12BY36 Heavy Traffic	Color: Rugged Range 152
Wall Tile	Daltile	Terrace Colorbody Porcelain 6" x 36" Tile	Color: Bianco P100
Crash Rails & Curved Wall Panels	Acrovyn	CRWS-2 (crash rails)/Wall Panels with Picture Frame Trim Wrapped Square Edge with Sure Snap and Sheet Reveal Strips (See Parkview Case Study)	Color: Maple Honey or Beech Honey (real wood), if Chameleon Simulated Metal patterns are an option, Autumn Maple

2.12 PERMITS

1. The Contractor shall be responsible for obtaining all permits necessary. Permit costs shall be included in the proposal.

2.13 PROTECTION OF EXISTING FACILITIES

Caution shall be taken to ensure protection of existing facilities throughout the duration of all work related to this contract. Any damages resulting from the work under this contract shall be corrected at the expense of the Contractor.

PART 3
OWNERSHIP OF PROPERTY & TEMPORARY CONTROLS

3.1 OWNERSHIP OF PROPERTY

PROPERTY IS OWNED BY THE CITY OF FARGO.

No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract.

Only such property may be salvaged by the Contractor other than specified by the City of Fargo, and in the event of any doubt respecting the ownership of any particular property, the Contractor shall request from the City of Fargo a written statement respecting its ownership. All salvage becomes the property of the Contractor, but storage of such materials and equipment of the project area will not be permitted. Personal property of third persons or of occupants of building on the site shall not become the property of the Contractor.

3.2 TEMPORARY CONTROLS

Temporary Toilet: Contractor will provide exterior facility for use by persons involved with the project. Maintain facilities clean and sanitized. Determine location with Owner (shelter staff in this case).

Temporary Power and Light: Contractor may utilize existing services at no cost. Contractors requiring additional or special power loads must make arrangements for these facilities and pay energy costs for same. Remove such facilities immediately after work involved is completed.

Temporary Water: Contractor may utilize existing services at no cost.

Exterior Storage: Exterior storage is allowed on this project, however, space is very limited. Coordinate with Owner (shelter staff in this case).

Parking: Parking for personnel must be coordinated with Owner (shelter staff in this case). Parking may be limited to street side only.

Access to Site: Contractor shall not hinder or block any access to the site at any time.

PART 4
GUARANTEE, MEASUREMENT & PAYMENT

4.1. GUARANTEE

The guarantee shall cover the contract as to workmanship and material for a period of twelve (12) months from the date of final acceptance and payment.

4.2. MEASUREMENT AND PAYMENT

Payment requests shall be submitted to the City as needed for review and approval at least 14 days prior to payment issuance. Any item of work necessary to properly complete the outlined work which is not included in this request shall be considered an incidental item; the cost shall be charged to other items. The City will withhold a retainage in the amount of 5% of the total work completed and materials on hand until the project is fully complete. However, the City may reduce the amount retained upon substantial completion at the discretion of the City.

Within 14 days of receipt of payment from the City of Fargo, the Contractor shall pay their subcontractors for any undisputed work completed, less the share of the retainage withheld by the City for the work. The Contractor shall attest to this and certify on all pay requests that they have made prompt payments to all their subcontractors and suppliers. Failure to comply with this requirement will be justification for withholding future payments.

PART 5
LIQUIDATED DAMAGES/EXTRA AND FORCE ACCOUNT WORK

5.1. LIQUIDATED DAMAGES

The City is entitled to the recovery of damages due to the Contractor's failure to complete the work on time. By executing the Contract, the Contractor agrees to the assessment of Liquidated Damages in the amount of $500 per calendar day that the completion date is not met. The intent of the Contract is that these damages will be used at the discretion of the City in lieu of making a precise determination of actual damages incurred.

5.2. EXTRA AND FORCE ACCOUNT WORK

The Contractor shall notify the City of any potential claims for additional compensation on the basis of extra work prior to commencing such extra work. Extra work items will not be authorized until a change order, extra work order, or supplemental agreement has been fully executed. The City may authorize minor extra work items prior to execution of the change order or extra work order, but only if unit prices for the extra work have been agreed upon in advance of the extra work taking place. Work performed on a Force Account basis will not be permitted except as authorized in writing by the City in advance of the extra work taking place.

PART 5.1
CHANGE ORDER PROCEDURES

Contractor may initiate work changes by submittal of request to Owner describing proposed change with a statement of the reason for change, effect on Contract Sum and Contract Time with full documentation. If approved, Owner will issue a directive instruction Contractor to proceed with a change in the Work, for subsequent inclusion in Change order. Directive will describe changes in the Work and will designate method of determining any change in Contract Sum or Contract Time. Promptly execute change in Work. Credit for deletions will be documented similarly.

PART 5.2
CONTRACT CLOSEOUT

When Contractor considers the Work is complete, he shall submit written certification that:

Contract documents have been reviewed.
Work has been inspected for compliance with Contract documents.
Equipment and systems have been tested in the presence of the Owner (including shelter director and City of Fargo facilities manager) and are operational.
Work is completed and ready for final inspection.

Should Owner consider that the Work is incomplete or defective:

Owner will promptly notify the Contractor in writing, listing the incomplete or defective Work. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Owner that the Work is complete. Owner will re-inspect the Work. When Owner finds that the Work is acceptable under the Contract documents, he shall request the Contractor to make closeout submittal.

PART 5.3
CLEANING

Cleaning shall occur during the progress of the Work and at the completion of the Work. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws. Use materials which will not create hazards to health or property and which will not damage surfaces. Use only materials and methods recommended by manufacturer of material being cleaned.

Contractor is responsible for ensuring that the work site is clear of any boxes, excess materials, and other debris caused by his work and his hired subcontractors' work, including but not limited to wire, nails, screws, box cutters, utility knives, etc.). This material shall be removed daily or be placed in a contractor furnished receptor or locked storage container.

Dust Control: Maintain protective closures separating Work space from existing space. Clean interior spaces prior to the start of finish coating application and continue cleaning on an as-needed basis until

such operation are completed. Schedule operation so that dust and other contaminates resulting from cleaning or other work will not fall on wet or newly coated surfaces.

Final Cleaning: Contractor shall employ professional cleaning services/workmen for final cleaning. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces. Prior to final completion, Owner will conduct and inspection to verify that the entire Work is clean.

Contractor must clean transparent and glossy materials to a polished condition; remove foreign materials. Polish reflective surfaces to a clear shine. Wash inside of windows near Work areas exercising care not to scratch glass, aluminum, vinyl, or wood surfaces.

Vacuum clean carpeted and similar soft surfaces. Clean, damp mop resilient and hard floor surfaces as specified.

Remove waste, debris, and surplus materials from site. Clean grounds where work, storage, and temporary controls were in place including exterior toilet area.

PART 6
DAVIS BACON LABOR STANDARDS & PREVAILING WAGE RATES

Refer to attached "Davis Bacon Labor Standards & Prevailing Wage Rates". This project is subject to Davis Bacon Labor Standards and prevailing wages.

PART 7
DEBARRED CONTRACTORS & ACTIVE REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT

To determine whether a contractor or subcontractor has been debarred, the contractor and subcontractors must be registered in the federal System for Award Management (www.sam.gov) within 30 days of this contract award. Preference may be given to those already registered at time of proposal submittal. Status must show active registration without debarment in order for the City to execute the contract.

PART 8
SUBMITTAL OF PROPOSAL

8.1. GENERAL INSTRUCTIONS TO CONTRACTORS

Refer to attached "General Instructions to Contractors".

8.2 PROPOSAL & SIGNATURE FORM

Complete attached Proposal & Signature Form.

GENERAL INSTRUCTIONS TO CONTRACTORS

IB-1. EXAMINATION OF REQUEST FOR PROPOSALS. Before submitting a proposal, all Contractors shall examine the complete Request for Proposals packet.

IB-2. DETERMINATION OF NON-RESPONSIBLE CONTRACTOR. Contracts will not be awarded to any Contractor who is determined to be not responsible by the City Commission of the City of Fargo.

A Contractor may be determined to be a non-responsible Contractor for any one or more of the following reasons:

1. Inadequate financial resources to perform the Contract;
2. Inadequate experience, organization, or technical resources to perform the Contract;
3. Uncompleted work which the City of Fargo (the "City") determines might hinder or prevent prompt completion of additional work;
4. Default under previous or existing Contracts;
5. Failure to repay monies due the City resulting from overpayments;
6. Unsatisfactory performance on previous work or current contract(s), including but not limited to: (a) Noncompliance with contract requirements, or City's directives; (b) failure to complete work on time; (c) instances of substantial corrective work prior to acceptance; (d) instances of completed work that requires acceptance at reduced pay; and (e) production of non-specification work or materials; and
7. Any other facts or circumstances showing a reasonable likelihood of inability to perform the Contract.

IB-3. ADDENDA. Answers to all questions, inquiries, and requests for additional information will be issued only to those obtaining documents. Contractors may, during the quoting period, be advised by addenda of additions, deletions from, or changes to the requirements of the quote documents. The City is not responsible for the authenticity or correctness of oral interpretations of the quote documents or for information obtained through other than addenda. Receipt of addenda shall be considered part of the proposal documents.

Questions concerning the Request for Proposals must be made in writing at least forty-eight (48) hours in advance of the time set for quote opening, exclusive of Sundays and legal holidays. The City will respond in writing to all inquiries twenty (20) hours before the time set for quote opening to all Contractors obtaining proposal documents. In no event will questions be answered if made within twenty-four (24) hours prior to quote opening/reading.

IB-4. INVESTIGATION BY CONTRACTORS. Contractors must satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the location of and the conditions affecting the proposed work and as to the cost thereof. No information derived from maps, plans, specifications, profiles, or drawings, or from verbal statements by any official and/or other representative of the City, will relieve the Contractor from any risk or from fulfilling all of the terms of the Contract. The accuracy of the Contractor's interpretation of the facts disclosed by any preliminary investigations that may have been made by the City is not guaranteed. The Contractor shall not, at any time, make claims to additional payments or considerations on account of any misunderstanding regarding the nature or amount of the work to be done.

IB-4.1. Underground Utilities. Contractors are responsible for damage to any underground or

overhead piping, wiring or other utility property, occurring during any excavation or construction by Contractor. The Contractor, before commencing any excavation or construction shall locate the previously mentioned underground property by contacting the following: North Dakota One-Call at (800) 795-0555

IB-5. LEGAL CONDITIONS. Contractors are required to comply with the laws of the State of North Dakota and the City of Fargo Municipal Code.

IB-5.1. Federal Taxes. The City is exempt from Federal Tax on the transportation of property, and the Contractor shall not include such taxes.

IB-5.2. State Taxes. The current income clearance number issued by the State Tax Department shall be furnished by the Contractor to the City.

IB-5.3. Addenda Acknowledgement and License Requirements. All quotes must be in a sealed envelope plainly marked with the name and address of the Project, and attached to the outside of the quote envelope must be **A SEPARATE ENVELOPE CONTAINING A LIST OF ALL ADDENDA TO THE PLANS AND SPECIFICATIONS AND AN ACKNOWLEDGEMENT BY THE CONTRACTORS OF RECEIPT OF SUCH ADDENDA, AND THE CONTRACTOR'S LICENSE OR CERTIFICATE OF RENEWAL.**

All Contractors, except Contractors on a municipal, rural, and industrial water supply project authorized for funding under Public Law No. 99-294 [100 Stat. 426; 43 U.S.C. 390a], must be licensed for the full amount of the quote, as required by N.D. Cent. Code Section 43-07-05. A copy of the Contractor's License or Certificate of Renewal thereof, issued by the Secretary of State, must be enclosed in the quote envelope as required under N. D. Cent. Code Section 43-07-12. A Contractor must be the holder of a license at least ten (10) days prior to the date set for receiving quotes to be a qualified Contractors.

No proposal may be read or considered if it does not fully comply with these requirements and any deficient quote submitted must be resealed and will be returned to the Contractor immediately.

The City Commission reserves the right to reject any and all proposals and re-proposal the project until a satisfactory proposal is received.

IB-6. FORMS OF PROPOSAL. All proposals must be upon attached Proposal & Signature Form. The package must be enclosed in a sealed envelope and deposited with the City Auditor's Office, identifying the name of the Contractor and its contents. The quote must be signed by the principal or an authorized representative, with such authority properly evidenced.

IB-7. FILLING IN PROPOSALS. All prices must fully cover all items for which proposals are herein asked. Any proposal submitted on items not included in the proposal form shall be grounds for rejection of the entire proposal.

IB-8. CAUSES OF REJECTION. The City Commission may reject any and all proposals if in its opinion the best interests of the City will be served thereby. Proposals may be considered irregular and may be rejected if:

1. The proposal is not properly signed.
2. The Contractor fails to provide any of the required documents.

3. There are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may make the Request for Proposals incomplete, indefinite, or ambiguous.
4. A price per unit cannot be determined from the proposal, except in the case of authorized alternate pay items.
5. It is determined that the unit prices are materially unbalanced to the potential detriment of the City.

IB-9. WITHDRAWALS. A proposal may be withdrawn at any time prior to the expiration of the period during which proposals may be submitted by written request of the Contractor, which must be signed in the same manner and by the same person or persons who signed the Proposal Form. No proposal can be withdrawn thereafter.

IB-10. CONTRACTER'S BOND. Each proposal shall be accompanied by a bond to the City. Such bond shall be enclosed in the separate sealed envelope with the Contractor's license and addenda acknowledgement documents. The amount of the bond shall be at least 5% of the amount of the proposal.

Said bond shall be executed by the Contractor as principal and a surety company authorized to do business in the State of North Dakota as surety.

IB-11. CONTRACT. The successful Contractor will be required to execute a written Contract within ten (10) days after receiving such Contract for execution. The Contract shall be made a part of these requirements.

A corporation to which a Contract is awarded will, before the Contract is finally executed, if deemed desirable by the City Commission, be required to furnish certificates as to its corporate existence and evidence that the officer signing the Contract is duly authorized to do so on behalf of the corporation.

IB-12. CONTRACT BOND. The successful Contractor shall file a contract bond with the City Auditor in a sum equal to the full amount of the Contract. Said bond shall be executed by the Contractor as principal and a surety company authorized to do business in the State of North Dakota as surety.

The contract bond shall be made payable to the City and shall be conditioned on the Contractor's full and faithful performance of the work proposal. In the event of default, the bond shall be taken and held to be fixed and liquidated damages in favor of the City and the full amount thereof may be recovered from the Contractor and its sureties in an action by the City against them on their bonds. The sufficiency of any bond filed by a Contractor shall be determined by the City Commission at the time of considering proposals. If the City Commission shall at any time deem the bond of the Contractor insufficient, either in form or sufficiency of sureties, it may require the successful Contractor to furnish a new bond. Said bond to be approved by the City Commission, within such reasonable time as the City Commission may fix and if the Contractor shall fail to furnish such new bond within the time required after notice to do so, the Contract shall be cancelled and the Contractor's bond shall be liable the same as if the Contractor had failed to perform the Contract.

IB-13. PATENTS AND INFRINGEMENTS. The successful Contractor must protect and indemnify the City against any claim or demand for infringements on any patented article, invention, arrangement or appurtenances that may be used in connection with the construction, erection or maintenance of this work.

IB-14. INVITATIONS. Contractors are invited to be present at the opening of the quotes.

IB-15. ENFORCEMENT OF SPECIFICATIONS. The City will rigidly enforce each and every requirement of the Contract.

IB-16. COMPLIANCE WITH LABOR STANDARDS (DAVIS-BACON ACT) REQUIRED ON CONSTRUCTION PROJECTS FINANCED WITH FEDERAL FUNDS. Contractor must comply with all requirements of the Davis-Bacon Act on applicable projects.

IB-17. EQUAL OPPORTUNITY REGULATIONS. Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, or national origin and will comply with all employment laws and regulations. Failure to do so may result in termination of the Contract. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

IB-18. COMPLIANCE WITH ENVIRONMENTAL PROTECTION REGULATIONS. Contractors are required to comply with all applicable pollution control and environmental protection regulations.

IB-19. INSURANCE. Contractor shall secure insurance against hazards as enumerated herein. All policies shall be with companies satisfactory to the City and in amount and form as specified.

All certificates of insurance shall be on the form provided herein, and the said certificate shall state that ten (10) days written notice will be given to the City before the policy is cancelled or changed.

No Contractor or Subcontractor will be permitted to start any construction under the terms of the Contract until a certificate of all insurance as required herein is filed with the City.

IB-19.1. Public Liability and Property Damage. Contractor shall provide public liability and property damage insurance against risks resulting from the following:

A. Operations of Contractor;
B. Operations of Subcontractors (contingent);
C. Completed operations;
D. Contractual Liability (broad form); and
E. Property damage liability including:

1. Damage due to blasting;
2. Damage due to collapse;
3. Damage to underground facilities; and
4. Broad form property damage:

a. Premises and operations
b. Contractual

The liability limits of said insurance shall be as follows:

A. Bodily Injury

1. $1,000,000 each person
2. $1,000,000 each occurrence

3. $2,000,000 aggregate

B. Property Damage

1. $1,000,000 each occurrence
2. $1,000,000 aggregate
3. $2,000,000 aggregate (property damage auto)

IB-19.2. Automobile Liability. The Contractor shall provide automobile liability insurance covering operation of all vehicles which are either hired, owned, or non-owned as follows:

A. Bodily Injury

1. $1,000,000 each person
2. $1,000,000 each occurrence

B. Property Damage Liability

1. $1,000,000 each occurrence

IB-19.3. Workmen's Compensation. The Contractor shall be insured against liability for injury to employees in accordance with the laws of the State of North Dakota. A coverage certificate shall be furnished to the City prior to the commencement of any work.

IB-19.4. Railroad Protective Liability. In the event the contemplated project encroaches on any railroad sufficiently to require permission for construction from the railroad, the successful Contractor will be required to furnish to the railroad a Railroad Protective Liability Insurance Policy in a form acceptable to that railroad.

PROPOSAL & SIGNATURE FORM

The undersigned agrees that directly following the date of "Notice of Award" of this proposal, that they shall execute a City-drafted Contract. The undersigned further agrees that they will begin work on this project directly following the issuance of the Notice to Proceed and shall complete the work according the timeline provided with this proposal.

TIMELINE

Proposals will be received until **4:00 PM** on:	March 27, 2020
Project completion expected no later than:	December 31, 2020

In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals and waive informalities. It is further understood that this proposal may not be withdrawn for a period of **30 days** from the date of the opening of the proposals, unless otherwise determined by the City.

We, the undersigned, having familiarized ourselves with local condition under which the Work will be performed, and the Proposal Documents issued, do hereby propose to perform all herein indicated Work in accordance with those Proposal Documents, including any issued Addenda numbered as follows (if applicable): _____

PROPOSAL AMOUNT

For the sum of _____

_____ Dollars ($_____)

Contractor's Business Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____

Email: _____

_____

Signature of CEO or Owner's Representative or other Authorized Signatory *Date*

_____

Title

Submit Proposals To:
City of Fargo
Auditor's Office
225 4 St N
Fargo, ND 58102

NOTE: Non-Collusion Affidavit (see attached) and Bid Bond must be submitted with proposal.

NON-COLLUSION AFFIDAVIT

Submit this page with proposal

1519 1 Ave S Gladys Ray Shelter Facilities Improvements
CDBG-1519 1 Ave S

STATE OF _____

COUNTY OF _____SS

I, _____, the undersigned, after being
(Name of person signing this affidavit)

first duly cautioned and sworn, do depose and say:

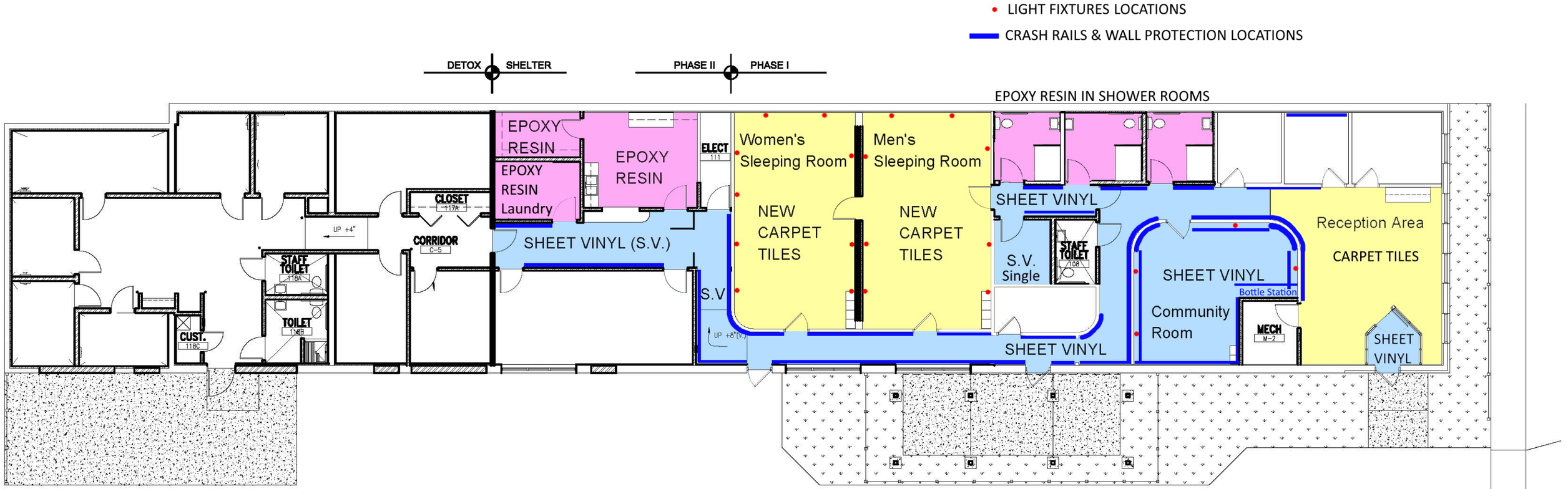
1. I am the representative of and have the authority to make this affidavit for and on behalf of the named entity _____, and that I have
(Name of Entity)
the authority to make this affidavit for and on behalf of said entity, which may be or has been selected as a Contractor/consultant/vendor for the City of Fargo.

2. In connection with this request for quotes, the said entity has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive submitting a proposal.

3. To the best of my knowledge and belief, the contents of this request for quotes has not been communicated by the entity or by any of the entity's employees or agents to any person who is not an employee or agent of the entity, and will not be communicated to any person who is not an employee or agent of the entity or the surety prior to the official opening of the quote.

4. I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____
(Authorized Signatory of Entity)


LIGHT FIXTURES LOCATIONS
CRASH RAILS & WALL PROTECTION LOCATIONS
DETOX
SHELTER
PHASE II
PHASE I
EPOXY RESIN IN SHOWER ROOMS
EPOXY RESIN
EPOXY RESIN Laundry
EPOXY RESIN
ELECT 111
Women's Sleeping Room
Men's Sleeping Room
NEW CARPET TILES
NEW CARPET TILES
SHEET VINYL
S.V. Single
STAFF TOILET 108
Reception Area
CARPET TILES
SHEET VINYL
Bottle Station
Community Room
MECH M-2
SHEET VINYL
SHEET VINYL (S.V.)
S.V
UP +8" (V.)
SHEET VINYL
CLOSET 117A
CORRIDOR C-5
UP +4"
STAFF TOILET 118A
TOILET 118B
CUST. 118C

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 l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(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 l(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)(ii), 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 journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 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 sub paragraph (1) of this paragraph.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable 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.

"General Decision Number: ND20200013 01/03/2020

Superseded General Decision Number: ND20190013

State: North Dakota

Construction Type: Building

County: Cass County in North Dakota.

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 $10.80 for calendar year 2020 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 $10.80 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 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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	01/03/2020

BOIL0647-006 03/01/2018

	Rates	Fringes
BOILERMAKER	$ 37.22	27.14

BRND0001-002 05/01/2018

	Rates	Fringes
BRICKLAYER	$ 33.68	13.42

ELEC1426-004 06/01/2019

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring)	$ 31.62	11.5%+10.80

IRON0512-006 05/01/2018

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 32.05	27.85

PLAS0633-001 05/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 30.33	14.90

PLUM0300-016 06/04/2018

	Rates	Fringes
PIPEFITTER	$ 34.44	16.42
PLUMBER	$ 34.44	16.42

SFND0669-002 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 34.02	19.29

---

* SHEE9010-002 06/03/2019

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 27.91	18.21

SUND2012-002 08/18/2014

	Rates	Fringes
CARPENTER (Drywall Finishing/Taping Only)	$ 21.22	7.11
CARPENTER, Excludes Drywall Finishing/Taping, Drywall Hanging, and Metal Stud Installation	$ 19.24	4.89
DRYWALL HANGER AND METAL STUD INSTALLER	$ 21.36	0.00
ELECTRICIAN (Low Voltage Wiring Only)	$ 21.14	5.73
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 15.80	2.60
LABORER: Common or General	$ 13.05	2.92
LABORER: Mason Tender - Brick	$ 15.32	0.00
LABORER: Mason Tender - Cement/Concrete	$ 14.54	3.41
OPERATOR: Backhoe/Excavator/Trackhoe	$ 26.00	3.82
OPERATOR: Crane	$ 26.18	9.39
OPERATOR: Forklift	$ 23.06	15.47
OPERATOR: Loader	$ 23.75	0.00
PAINTER (Brush and Roller)	$ 21.86	8.41
ROOFER	$ 16.37	2.84
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 27.27	7.76
TRUCK DRIVER: Dump Truck	$ 19.81	5.42

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 (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

==========

END OF GENERAL DECISION
"

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.:1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											

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 is 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

(over)

Date _____

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

do hereby state:

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

_____ on the
(Contractor or Subcontractor)

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

_____ 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

_____ from the full
(Contractor or Subcontractor)

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

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

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

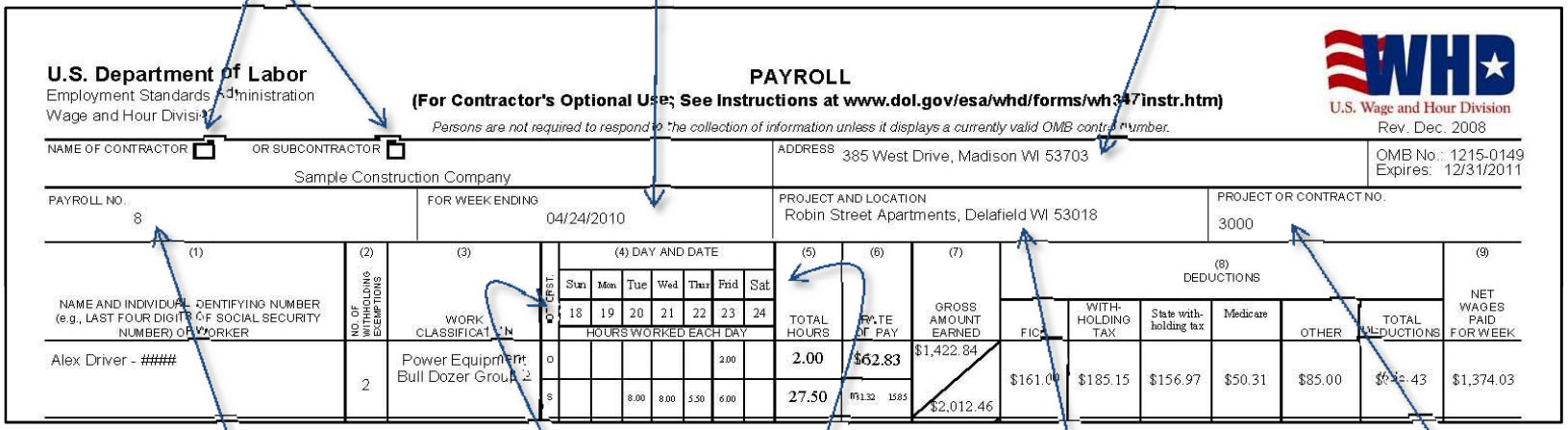
How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.

Check one of the boxes and list name of contractor or subcontractor

The last day of the payroll period.

Fill out completely with contractor or subcontractor address



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ Sample Construction Company

ADDRESS 385 West Drive, Madison WI 53703

PAYROLL NO. 8

FOR WEEK ENDING 04/24/2010

PROJECT AND LOCATION Robin Street Apartments, Delafield WI 53018

PROJECT OR CONTRACT NO. 3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE: Sun 18 / Mon 19 / Tue 20 / Wed 21 / Thur 22 / Frid 23 / Sat 24 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA / WITHHOLDING TAX / State withholding tax / Medicare / OTHER / TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2	O: 2.00	2.00	$62.83	$1,422.84	$161.00 / $185.15 / $156.97 / $50.31 / $85.00 / $[illegible]43	$1,374.03
			S: 8.00 8.00 5.50 6.00	27.50	1.32 1.585	$2,012.46		

Payrolls must be numbered sequentially and should be based on the weeks worked under a contract.

Type the word "Final" when the last payroll is submitted for the project.

Indicate the days and dates of the pay period. (should match week ending directly above)

The name and location of project.

The prime contractor should include the project number as listed in the loan

List each worker's name.

Only laborers and mechanics performing construction work under the contract should be listed.

Please note: Business Owners need only include their name, work classification including "owner" and the daily total hours worked.

Specify the job classification located in the contract wage decision and/or the corresponding job title.

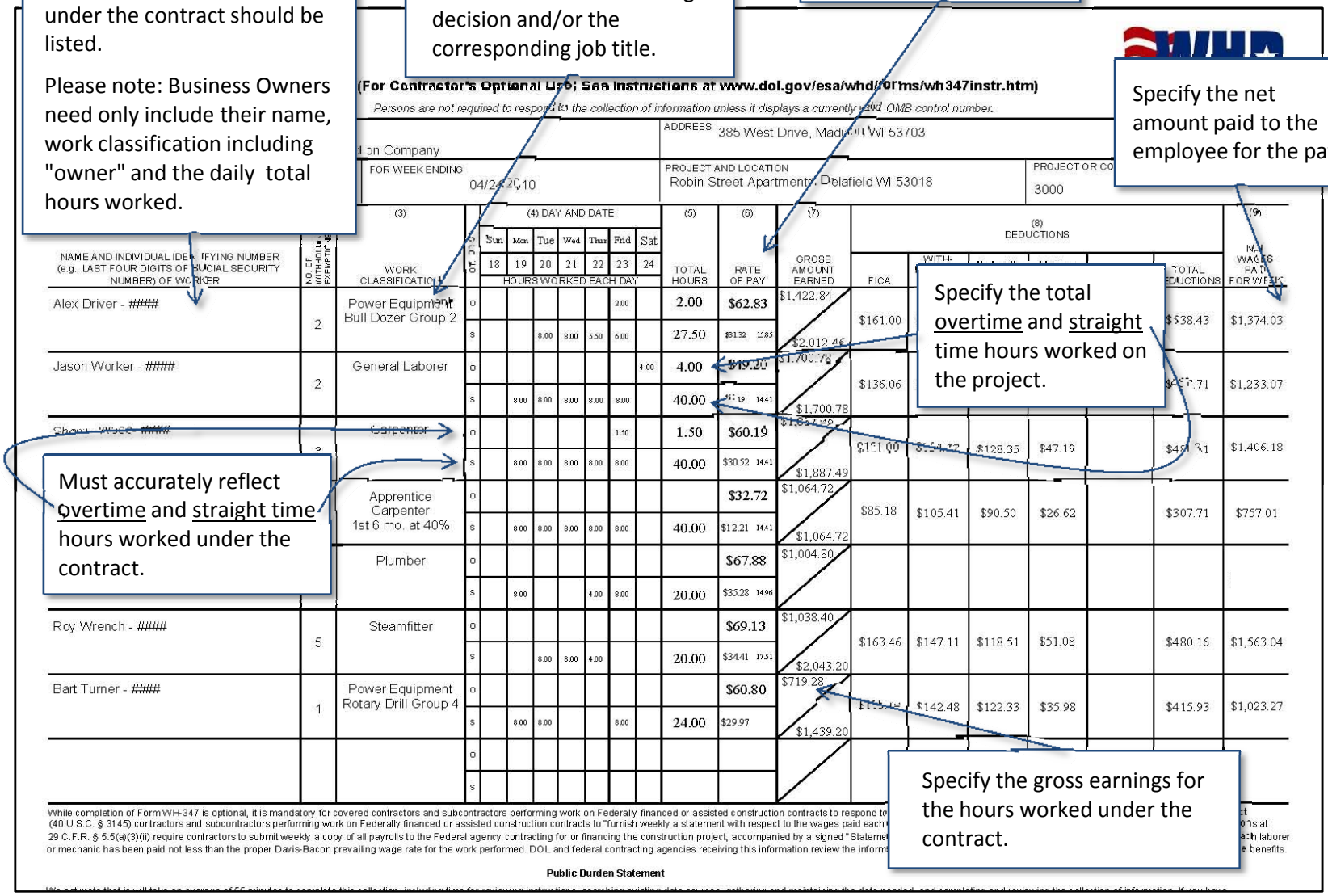
List hourly wage rate and fringes paid in cash (not those paid to plans)

Specify the net amount paid to the employee for the pay

Specify the total overtime and straight time hours worked on the project.

Must accurately reflect overtime and straight time hours worked under the contract.

Specify the gross earnings for the hours worked under the contract.



(For Contractor's Optional Use; See instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

ADDRESS 385 West Drive, Madison WI 53703

FOR WEEK ENDING 04/24/2010

PROJECT AND LOCATION Robin Street Apartments, Delafield WI 53018

PROJECT OR CO 3000

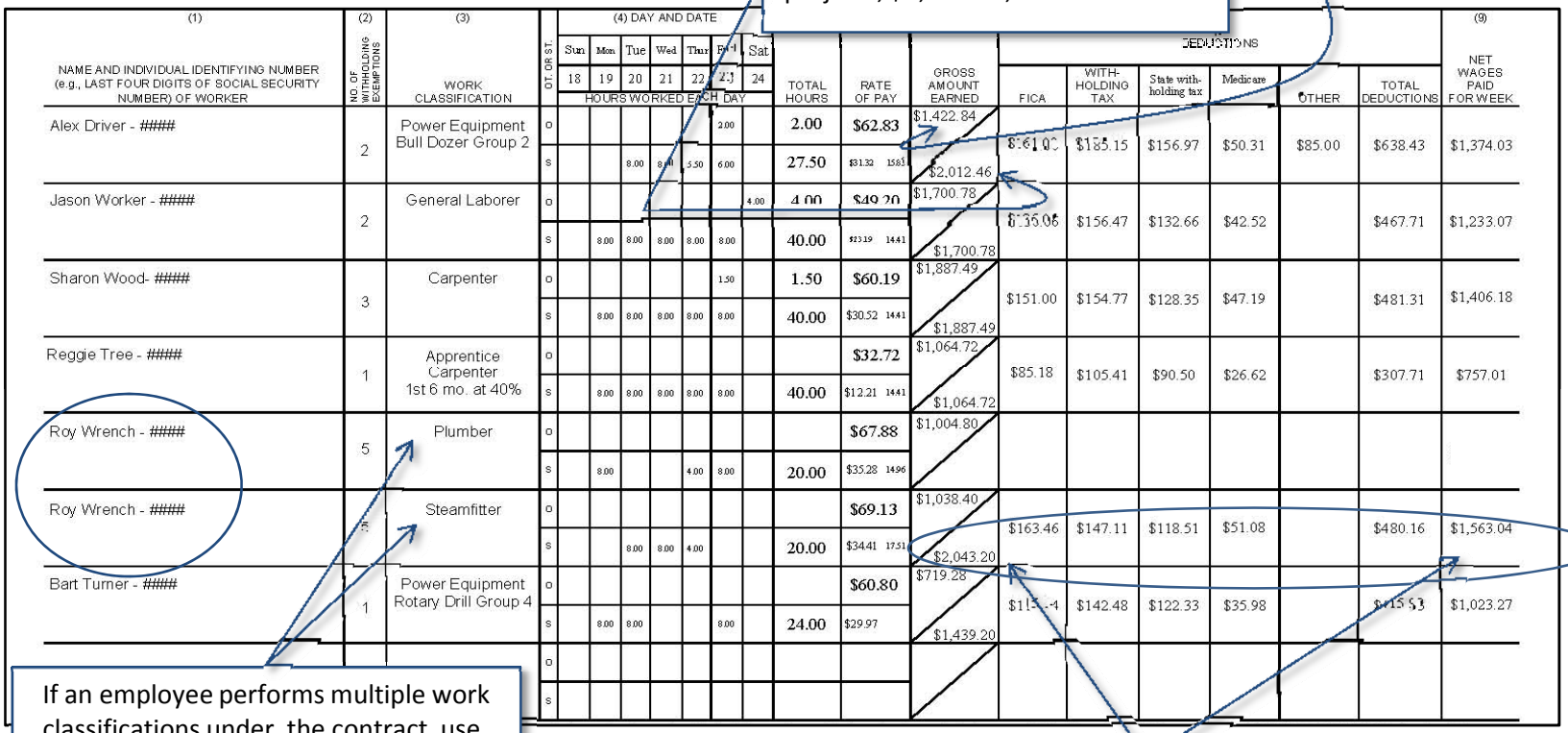
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O or S	(4) DAY AND DATE Sun 18	Mon 19	Tue 20	Wed 21	Thur 22	Fri 23	Sat 24	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-				TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2	O						2.00		2.00	$62.83	$1,422.84							
			S			8.00	8.00	5.50	6.00		27.50	$31.32 15.65	$2,012.46	$161.00					$538.43	$1,374.03
Jason Worker - ####	2	General Laborer	O							4.00	4.00	$19.20	$1,700.78							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$19.20 14.41	$1,700.78	$136.06					$457.71	$1,233.07
Sherri Worker - ####	3	Carpenter	O						1.50		1.50	$60.19	$1,887.49							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$30.52 14.41	$1,887.49	$151.10	$154.77	$128.35	$47.19		$481.31	$1,406.18
		Apprentice Carpenter 1st 6 mo. at 40%	O									$32.72	$1,064.72							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$12.21 14.41	$1,064.72	$85.18	$105.41	$90.50	$26.62		$307.71	$757.01
		Plumber	O									$67.88	$1,004.80							
			S		8.00			4.00	8.00		20.00	$35.28 14.96								
Roy Wrench - ####	5	Steamfitter	O									$69.13	$1,038.40							
			S			8.00	8.00	4.00			20.00	$34.41 17.51	$2,043.20	$163.46	$147.11	$118.51	$51.08		$480.16	$1,563.04
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4	O									$60.80	$719.28							
			S		8.00	8.00			8.00		24.00	$29.97	$1,439.20	$115.18	$142.48	$122.33	$35.98		$415.93	$1,023.27
			O																	
			S																	

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 (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 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 "Statemen 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 inform

Public Burden Statement

If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter the gross amount earned on this contract in the top half of column 7. Enter the gross amount earned during the week for all projects in the bottom half.

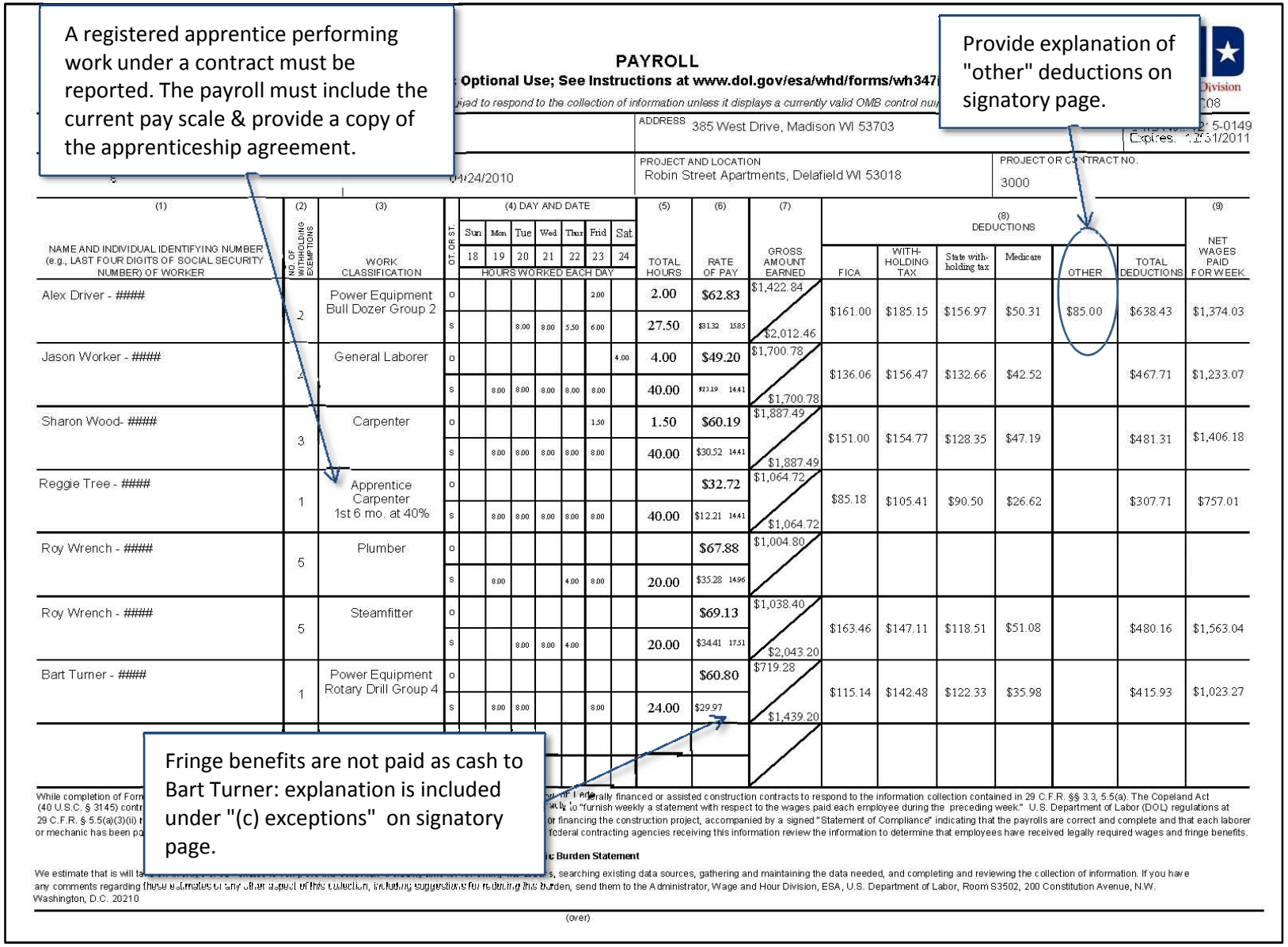
Alex Driver worked 29.5 hours on this contract and 12.5 hours on another contract.
The gross wages earned on this project, $1,422.84, is entered in the top half of column 7.
The gross wages earned on all projects, $2,012.46, is entered in the



(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE Sun 18	Mon 19	Tue 20	Wed 21	Thur 22	Fri 23	Sat 24	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	DEDUCTIONS FICA	WITH-HOLDING TAX	State with-holding tax	Medicare	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2	O						2.00		2.00	$62.83	$1,422.84							
			S			8.00	8.00	5.50	6.00		27.50	$51.32 15.81	$2,012.46	$61.00	$185.15	$156.97	$50.31	$85.00	$638.43	$1,374.03
Jason Worker - ####	2	General Laborer	O							4.00	4.00	$49.20	$1,700.78							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$23.19 14.41	$1,700.78	$35.06	$156.47	$132.66	$42.52		$467.71	$1,233.07
Sharon Wood- ####	3	Carpenter	O						1.50		1.50	$60.19	$1,887.49							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$30.52 14.41	$1,887.49	$151.00	$154.77	$128.35	$47.19		$481.31	$1,406.18
Reggie Tree - ####	1	Apprentice Carpenter 1st 6 mo. at 40%	O									$32.72	$1,064.72							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$12.21 14.41	$1,064.72	$85.18	$105.41	$90.50	$26.62		$307.71	$757.01
Roy Wrench - ####	5	Plumber	O									$67.88	$1,004.80							
			S		8.00			4.00	8.00		20.00	$35.28 14.96								
Roy Wrench - ####		Steamfitter	O									$69.13	$1,038.40							
			S			8.00	8.00	4.00			20.00	$34.41 17.51	$2,043.20	$163.46	$147.11	$118.51	$51.08		$480.16	$1,563.04
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4	O									$60.80	$719.28							
			S		8.00	8.00			8.00		24.00	$29.97	$1,439.20	$115.44	$142.48	$122.33	$35.98		$415.53	$1,023.27
			O																	
			S																	

If an employee performs multiple work classifications under the contract, use two or more lines to distinguish the different job classifications, hours worked, and hourly wage earned for each.

Combine the two classifications when recording the gross amount earned for this pay period, deductions, and net wages.



A registered apprentice performing work under a contract must be reported. The payroll must include the current pay scale & provide a copy of the apprenticeship agreement.

Provide explanation of "other" deductions on signatory page.

Fringe benefits are not paid as cash to Bart Turner: explanation is included under "(c) exceptions" on signatory page.

PAYROLL

Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347

...uired to respond to the collection of information unless it displays a currently valid OMB control nu...

Division

...08

...2 5-0149

Expires: ...1/31/2011

ADDRESS 385 West Drive, Madison WI 53703

...0/24/2010

PROJECT AND LOCATION Robin Street Apartments, Delafield WI 53018

PROJECT OR CONTRACT NO. 3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: Sun 18	Mon 19	Tue 20	Wed 21	Thur 22	Frid 23	Sat 24	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	State with-holding tax	Medicare	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2	O						2.00		2.00	$62.83	$1,422.84							
			S			8.00	8.00	5.50	6.00		27.50	$31.32 1585	$2,012.46	$161.00	$185.15	$156.97	$50.31	$85.00	$638.43	$1,374.03
Jason Worker - ####	4	General Laborer	O							4.00	4.00	$49.20	$1,700.78							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$23.19 1441	$1,700.78	$136.06	$156.47	$132.66	$42.52		$467.71	$1,233.07
Sharon Wood- ####	3	Carpenter	O						1.50		1.50	$60.19	$1,887.49							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$30.52 1441	$1,887.49	$151.00	$154.77	$128.35	$47.19		$481.31	$1,406.18
Reggie Tree - ####	1	Apprentice Carpenter 1st 6 mo. at 40%	O									$32.72	$1,064.72							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$12.21 1441	$1,064.72	$85.18	$105.41	$90.50	$26.62		$307.71	$757.01
Roy Wrench - ####	5	Plumber	O									$67.88	$1,004.80							
			S		8.00			4.00	8.00		20.00	$35.28 1496								
Roy Wrench - ####	5	Steamfitter	O									$69.13	$1,038.40							
			S			8.00	8.00	4.00			20.00	$34.41 1751	$2,043.20	$163.46	$147.11	$118.51	$51.08		$480.16	$1,563.04
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4	O									$60.80	$719.28							
			S		8.00	8.00			8.00		24.00	$29.97	$1,439.20	$115.14	$142.48	$122.33	$35.98		$415.93	$1,023.27
			O																	
			S																	

While completion of Form... (40 U.S.C. § 3145) contr... 29 C.F.R. § 5.5(a)(3)(ii) ... or mechanic has been p...

...erally 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 ...ect...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 ...or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer ...ederal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

...c Burden Statement

We estimate that is will ta... ...s, 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, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 04/28/2010

I, Tiffany Payer (Name of Signatory Party) Payroll Supervisor (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Sample Construction Company (Contractor or Subcontractor) on the Robin Street Apartments, Delafield WI (Building or Work); that during the payroll period commencing on the 18 day of 4, 2010, and ending the 24 day of 4, 2010, 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 Sample Construction Company (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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Alex Driver - #### - other deductions - $85 for child support

Explanation of "other"

(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

EXCEPTION (CRAFT)	EXPLANATION
Power Equipment Rotary Drill Group 4	paid directly to plan: health & dental at $12.50 per hour and Pension at $6.25 per hour

Explanation of exception to fringe benefits

REMARKS:

NAME AND TITLE	SIGNATURE
Robert Sample, Owner	

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.

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

City of Fargo
Planning & Development Department
Community Development Division
City Hall - 2nd Floor
225 4 St N
Fargo, ND 58102
701.241.1474
planning@fargond.gov

or contact the U.S. Department of Labor's Wage and Hour Division.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 REV 10/17

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

City of Fargo
Planning & Development Department
Community Development Division
City Hall - 2nd Floor
225 4 St N
Fargo, ND 58102
701.241.1474
planning@fargond.gov

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.

DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 SPA REV 10/17

U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

January 2012
Previous versions obsolete

INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

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

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

TABLE OF CONTENTS

INTRODUCTION i

CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES 1-1

1-1 DAVIS-BACON AND OTHER LABOR LAWS 1-1
a. The Davis-Bacon Act (DBA) 1-1
b. The Contract Work Hours and Safety Standards Act (CWHSSA) 1-1
c. The Copeland Act (Anti-Kickback Act) 1-2
d. The Fair Labor Standards Act (FLSA) 1-2
1-2 DAVIS-BACON REGULATIONS 1-2
1-3 CONSTRUCTION CONTRACT PROVISIONS 1-2
1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR 1-3
1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR 1-4

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS 2-1

SECTION - I THE BASICS

2-1 THE WAGE DECISION 2-1
a. The work classifications and wage rates 2-1
b. Posting the wage decision 2-2
2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES 2-2
a. Additional classification rules 2-2
b. Making the request 2-3
c. HUD review 2-3
d. DOL decision 2-3
2-3 CERTIFIED PAYROLL REPORTS 2-4
a. Payroll formats 2-4
b. Payroll certifications 2-4
c. "No work" payrolls 2-4
d. Payroll review and submission 2-5
e. Payroll retention 2-5
f. Payroll inspection 2-5
2-4 DAVIS-BACON DEFINITIONS 2-5
a. Laborer or mechanic 2-5
b. Employee 2-6
c. Apprentices and trainees 2-6
d. Prevailing wages or wage rates 2-7
e. Fringe benefits 2-7
f. Overtime 2-7
g. Deductions 2-8
h. Proper designation of trade 2-8
i. Site of work 2-8

SECTION - II REPORTING REQUIREMENT

2-5 COMPLETING A PAYROLL REPORT 2-9
a. Project and contractor/subcontractor information 2-9
b. Employee information 2-9
c. Work classification 2-9
d. Hours worked 2-10
e. Rate of pay 2-10
f. Gross wages earned 2-10
g. Deductions 2-11
h. Net pay 2-11
i. Statement of compliance 2-11
j. Signature 2-11

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS 2-12
a. On-site interviews 2-12
b. Project payroll reviews 2-12
2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS 2-12
a. Inadequate payroll information 2-12
b. Missing identification numbers 2-12
c. Incomplete payrolls 2-13
d. Classifications 2-13
e. Wage Rates 2-13
f. Apprentices and trainees 2-13
g. Overtime 2-13
h. Computations 2-13
i. Deductions 2-13
j. Fringe benefits 2-14
k. Signature 2-14
l. On-site interview comparisons 2-14
m. Correction certified payroll 2-14
2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES 2-14
a. Notification 2-14
b. Computing wage restitution 2-15
c. Correction certified payrolls 2-15
d. Review of correction CPR 2-15
e. Unfound workers 2-15

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS 3-1

3-1 INTRODUCTION 3-1
3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES 3-1
a. Additional classifications and wage rates 3-1
b. Findings of underpayment 3-2
3-3 WITHHOLDING 3-2
3-4 DEPOSITS AND ESCROWS 3-3
3-5 ADMINISTRATIVE SANCTIONS 3-4
a. DOL debarment 3-4
b. HUD sanctions 3-4
3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS 3-5

APPENDICIES

ACRONYMS AND SYMBOLS A-1
DAVIS-BACON - RELATED WEB SITES* A-2
HUD-4720, Project Wage Rate Sheet A-3
WH-347, Payroll Form/Statement of Compliance A-4

CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

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

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

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

CWHSSA does not apply to prime contracts of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

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

d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

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

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

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

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
http://www.wdol.gov

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the ***prime*** or ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

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

1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

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

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

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

SECTION I - THE BASICS

2-1 THE WAGE DECISION.

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

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

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

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.

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

a. **Additional classification rules.** Additional classifications and wage rates can be approved if:

1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).

2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)

3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,

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

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

c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

   If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

   If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 CERTIFIED PAYROLL REPORTS.

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

a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
www.dol.gov/whd/forms/wh347.pdf

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

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

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

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

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

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

2-4 DAVIS-BACON DEFINITIONS.

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

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

1. **Working foremen**. Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

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

b. **Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the Appendix).

c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

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

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

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

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

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

    1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

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

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

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

g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

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

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

i. **Site of work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

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

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

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

b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

   Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

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

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

2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

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

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

1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

   The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1 ½) + $5 = $20/hour.

f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

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

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

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

i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

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

j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.

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

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

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

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

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

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

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

    1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

    2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.

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

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

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

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

k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.

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

m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

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

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

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

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

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

e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

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

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

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

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

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

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

1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

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

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

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 WITHHOLDING.

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 DEPOSITS AND ESCROWS.

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

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

a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

   If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

   1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

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

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

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

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

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

b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
http://www.dol.gov/whd/contracts/dbra.htm

DOL Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	

Project Name:	Wage Decision Number/Modification Number:
Project Number:	Project County:

Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		$
Bricklayers			$	Group #	BHR	Total Wage
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	Operators Fringe Benefits:		$
Plumbers			$	Group #	BHR	Total Wage
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Workers			$			$
Tapers			$			$
Tile Setters			$	Truck Drivers Fringe Benefits:		$
Other Classifications				Group #	BHR	Total Wage
			$			
			$			
			$			

Additional Classifications (HUD Form 4230-A)					
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL	Date of DOL Approval
			$		
			$		
			$		

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											

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 is 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

(over)

Date _____

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

do hereby state:

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

_____ on the
(Contractor or Subcontractor)

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

_____ 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

_____ from the full
(Contractor or Subcontractor)

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 Start. 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

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

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

U.S. Department of Housing and Urban Development
Office of Departmental Operations and Coordination
Washington, DC 20410

Email: www.OfficeofLaborRelations@hud.gov

Labor Relations Desk Guide
LR01.DG

EPOXY

Resinous Flooring Systems

DUR-A-FLEX®
INNOVATION FROM THE FLOOR UP

SHOP FLOOR WITH ARMOR TOP

DUR-A-FLEX® EPOXY FLOORING SYSTEMS

Exceptional durability, great looks, and outstanding value. The Dur-A-Flex family of epoxy flooring systems offers the most protection for your money, providing superior resistance to chemical spills, heavy equipment and continuous traffic. Install a seamless, sanitary, and easy to maintain surface that works as hard as you do, in any environment.

CA 01350
COMPLIANT

FLOOR SYSTEMS

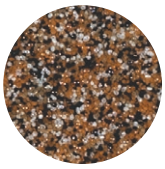
DUR-A-SHIELD II

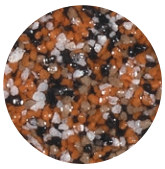
Consisting of a solvent-based epoxy primer coat plus a finish coat, Dur-A-Shield creates a high strength surface that is high gloss, easy to clean and resistant to abrasion, oil, gasoline, acids, and solvents.

DUR-A-QUARTZ

NFSI HIGH-TRACTION

Deluxe, multi-colored quartz aggregate fused with clear 100% solids epoxy provides resistance to solvents, acids, and other chemicals. Available in two grades: Q28 (fine) and Q11 (coarse), this system is a top choice for decorative quartz flooring applications. Certified by The National Floor Safety Institute (NFSI).


Q-28


Q-11

DUR-A-GARD & DUR-A-GARD SL

Dur-A-Gard forms a smooth, high gloss finish and is also available in an orange peel finish formulation. If standard slip resistant performance is required, Non-Skid Grit can be added during the application process. Dur-A-Gard SL contains special fillers for self leveling applications where thicker systems from 60-100 mils are desired.

MICRO

MACRO

DUR-A-CHIP

This decorative resurfacer fuses multi-color chips with 100% solids epoxy to provide a truly unique look. Chips are available in Macro and Micro sizes.

SHOP FLOOR

Natural colored quartz aggregate and pigmented Dur-A-Glaze Shop Floor epoxy make this the affordable industrial resurfacer. A solid color opaque, monolithic surface hides imperfections and stands up to abuse. Available in standard and course textures.

STANDARD

COARSE

DUR-A-CRETE
This heavy duty, trowel applied resurfacer, incorporating epoxy resins and specially graded aggregates is ideal for repair of badly spalled and eroded substrates.

MICA-FLEX E
A decorative floor system comprised of coats of 100% solids epoxy, natural mica flakes, and a durable UV resistant urethane topcoat. Mica flakes are available in macro and micro sizes.

ReFLEXions
A decorative, poured in place flooring system combining Dur-A-Flex's durable and reliable resin systems with the latest in effects pigments to produce inspiring one-of-a-kind looks.

ELECTRO STATIC DISSIPATIVE FLOOR SYSTEMS

DUR-A-GARD ESD
An epoxy-based ESD system offering low odor with a smooth finish. Good abrasion and chemical resistance in a two-component system.

ARMOR-STAT ESD
An epoxy-urethane ESD system offering superior abrasion and chemical resistance makes it one of the longest-wearing ESD floor systems available in the industry. The three-step system offers our highest static protection from primer through urethane topcoat. Excellent UV resistance ensures consistent color throughout the life of the floor.

FINISH TOPCOATS

ARMOR TOP®
This three component aliphatic urethane protective coating was formulated for high traffic areas to protect against chemicals and wear. It is recommended as a final topcoat over all Dur-A-Flex epoxy floor systems.

ACCELERA®
No odor, fast curing and UV resistant; recommended for all of our epoxy floor systems or when an odor free topcoat is required.

DUR-A-GLAZE NOVOLAC
This 100% solids, no VOC, epoxy coating is specified as a topcoat when the ability to withstand corrosion and high heat is a priority.

DUR-A-GARD

DUR-A-CHIP

DUR-A-FLEX®
INNOVATION FROM THE FLOOR UP

Standard Colors

#Not available in Armor Top

**Not available in Shop Floor

Mica-Flake

All mica samples shown contain metallic flakes. Available in macro and micro sizes.

Earthstone Blends

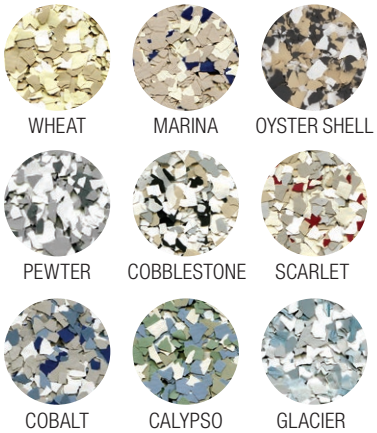
Available in macro size only.

ReFLEXions Standard Colors

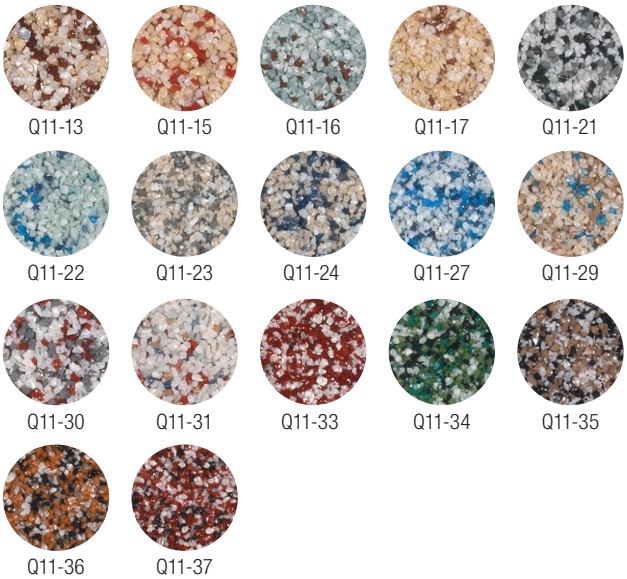
*Due to natural ambering nature of epoxy, light colors should be avoided as the primary color in ReFLEXions floor systems.

Micro Chip Blends

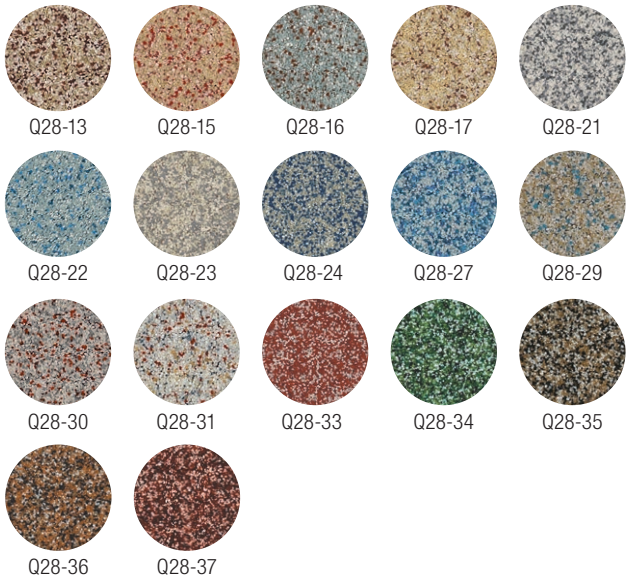
Macro Chip Blends



Quartz Blends - Q11



Quartz Blends - Q28



The samples shown are only close approximations and should not be used for specification purposes. Contact Dur-A-Flex to obtain actual samples for best color selection.

8/19

CONNECTICUT | GEORGIA | ILLINOIS | CALIFORNIA
TOLL FREE 800-253-3539 | 860-528-9838 | DUR-A-FLEX.COM

DUR-A-FLEX®
INNOVATION FROM THE FLOOR UP

DUR-A-FLEX
INNOVATION FROM THE FLOOR UP

PRODUCT DATA SHEET

95 Goodwin Street
East Hartford, CT 06108

Tel: 800-253-3539 • Fax: 860-528-2802 • www.dur-a-flex.com • contact_us@dur-a-flex.com

DUR-A-GARD SL

DESCRIPTION

DUR-A-GARD SL is a combination of pigmented SHOP FLOOR 100% solids epoxy and a special blend of natural quartz aggregates and fillers. The epoxy and aggregates are fused together during application to form an extremely durable, easy to clean, monolithic surface. It protects concrete floors from chemical attack and industrial abuse, as well as restores damaged, old concrete to better than new condition. This floor system was designed for ultimate cleanability, and for areas where dirt or dust cannot be tolerated. The high gloss finish is stain resistant and virtually unaffected by oil, grease, gasoline, strong detergents, salt, etc.

BENEFITS

- Stain Resistant
- Durable
- Easy to Clean
- Minimal Downtime
- Multiple Thicknesses
- Abrasion Resistant

LIMITATIONS

To achieve proper hiding the color White must be applied at a thickness of 100 mils. This product is best suited for application in temperatures between 60°F and 90°F. Substrate must be clean, sound, and dry. Certain colors appear white when scratched. Smoke Blue should be top coated with Armor-Top to reduce the "White" appearance of scratches.

TYPICAL USES

DUR-A-GARD SL is best suited for application over concrete but can be applied to other properly prepared substrates such as wood or brick pavers.

- Pharmaceutical Facilities
- Plastics Facilities
- Laboratories
- Clean Rooms
- Assembly Areas
- Light Manufacturing

COLORS

DUR-A-GARD SL is available in standard colors (see Limitations). Please refer to the Standard Color Chart on our website.

PACKAGING

DUR-A-GARD SL epoxy is available in 1-gallon cans, 5-gallon pails and 50-gallon drums. The filler is available in 50 lb bags and the aggregate is available in 100 lb bags. DUR-A-GARD SL components have a shelf life of one year in the original unopened containers.

SURFACE PREPARATION

This product requires preparation in order to perform as expected. Substrate must be profiled, clean, sound, and dry. Substrate must be primed with DUR-A-SHIELD, DUR-A-GLAZE #4 WB, DUR-A-GLAZE MVP, or DUR-A-GLAZE. Please refer to the master Surface Preparation Guide on our website for more information.

APPLICATION METHOD/SPREAD RATES

DUR-A-GARD SL is applied with a notched squeegee or gage rake. DUR-A-GARD SL will yield a 60 – 100 mil thickness in one application depending on substrate type and condition. See DUR-A-GARD SL application instruction sheet for complete instructions.

GUIDE SPECIFICATIONS

This product is part of the DUR-A-FLEX family of polymer systems. Three part guide specifications can be found on our website.

DRAWINGS AND DETAILS

Standard CAD drawings and details are available for coves, drains, breaches, transitions on our website.

JOINT GUIDELINES

Refer to the Joint Guidelines for complete details on our website.

MOISTURE CONCERNS

Please refer to the Floor Evaluation Guidelines at www.dur-a-flex.com for complete details.

CLEANING

This product is considered to be a low maintenance flooring solution however certain textures and service environments require specific procedures. Please refer to the master Cleaning Guide on our website.

CHEMICAL RESISTANCE

This product is resistant to most common chemicals. Please refer to the master Chemical Resistance Chart on our website for actual resistance to specific chemicals/reagents.

DUR-A-GARD S/L TECHNICAL INFORMATION		
Color	Available in Standard	
Mix Ratio (by volume)	1 part hardener to 2 parts resin	
Viscosity at 70°F	700 cps	
Pot Life at 70°F	20-25 minutes	
Cure Time, Touch Dry at 70°F	4-6 hours	
Toxicity	Non-toxic	
Physical Property	**Test Method**	**Result**
Hardness (Shore D)	ASTM D-2240	70-80
Compressive Strength	ASTM D-695 ASTM C-579	16,000 psi 10,500 psi
Tensile Strength	ASTM D-638 ASTM C-307	3,000 psi 1,950 psi
Tensile Elongation	ASTM D-638	7.50%
Flexural Strength	ASTM D-790 ASTM C-580	4,000 psi 2,900 psi
Flexural Modulus of Elasticity	ASTM D-790	5.5×10^{5}
Linear Expansion	ASTM D-696	2×10^{-5}
Bond Strength to Concrete	ASTM D-4541	400 psi substrate fails
Indentation	MIL D-3134	.025 MAX
Impact Resistance	MIL D-3134	Pass
Water Absorption	ASTM D-570	0.04%
Heat Resistance Limitation		140°F - 200°F
Flammability	ASTM D-635	Self Extinguishing
Flame Spread/NFPA 101	ASTM E-84	Class A
Abrasion Resistance CS17 Wheel 1000 GM Load 1000 Cycles	ASTM D-4060	35 mg loss
Coefficient of Friction	ASTM D-2047	>0.6
VOC Content		0 g/l

IMPORTANT!

Before using DUR-A-FLEX products, read and understand its accompanying Safety Data Sheet & Application Instructions for important safety information.

STANDARD TERMS AND CONDITIONS OF SALE, INCLUDING STANDARD WARRANTY APPLY - VISIT **DUR-A-FLEX.COM** FOR THE LATEST VERSION

DUR-A-FLEX
INNOVATION FROM THE FLOOR UP

EARTHSTONE CHIP BLENDS

FLINT

CARBON

LEDGE

OLIVINE

FIELDSTONE

MESA

ADOBE

PEBBLE

FOSSIL

The samples shown are only close approximations and should not be used for specification purposes.
Contact Dur-A-Flex to obtain actual samples for best color selection. Due to its unique manufacturing process some lot-to-lot variation may occur. Earthstone Chip Blends are available in macro size only.

3/18

CONNECTICUT | GEORGIA | ILLINOIS | CALIFORNIA | Tel: 860.528.9838 | Fax: 860.528.2802 | www.Dur-A-Flex.com

Inspiring Great Spaces®

Armstrong FLOORING

PRODUCT SPEC PAGE

DIAMOND 10 TECHNOLOGY

Medintech® I Medintone™

Homogeneous Sheet Flooring

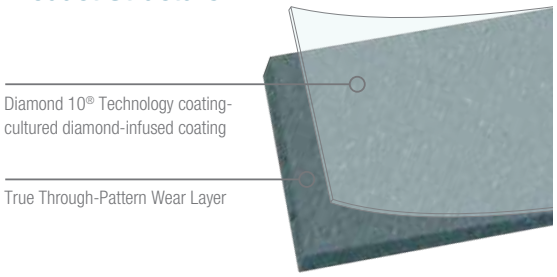
Product Information

Construction	Product Line	International Product Specifications	Overall Thickness Wear Layer Thickness	Factory Finish	Installation	Maintenance Options
Homogeneous	Medintech® Medintone™	ASTM F1913	0.080 in. (2.0 mm) 0.080 in. (2.0 mm)	Diamond 10® Technology coating	Full Spread Adhesives S-599, S-543, Flip® Spray Adhesive, S-240 Epoxy Seams – Heat Weld or S-761 Seam Adhesive S-580 Flash Cove Adhesive	Polish No Polish – Spray Buff No Polish – No Buff

Packaging

Roll Length	Roll Width	Shipping Weight
Up to 98.4 ft (30 m)	6 ft. 7 in. (2.0 m)	Approx. 5.71 lbs. /sq. yd. (3.1 kg /sq. m)

Product Structure



Testing

	Performance	Test Method	Minimum Requirement	Performance vs. Requirement
ASTM F 1913	Total Thickness	ASTM F 386	≥ 0.075 in.	Meets
	Residual Indentation	ASTM F 1914	≤ 0.007 in.	Meets
	Static Load Resistance @ 250 psi	ASTM F 970	≤ 0.005 in.	Meets
	Flexibility	ASTM F 137	1 ½ inch mandrel no cracks or breaks in wear surface	Meets
	Resistance to Chemicals	ASTM F 925	No more than slight change in surface dulling, attack or staining	Meets
	Resistance to Heat	ASTM F 1514	ΔE ≤ 8	Meets
	Resistance Light	ASTM F 1515	ΔE ≤ 8	Meets
Additional	Fire Test Data – Flame Spread	ASTM E 648	0.45 W/cm^2 or more - Class I	Meets
	Fire Test Data – Smoke Evolution	ASTM E 662	450 or less	Meets
	Fire Test Data – Canada	CAN\ULC S-102.2	Use dependent	Flame Spread - 15 Smoke Developed - 90
	Static Load Resistance	ASTM F970*	≤ 0.005 in.	2000 psi
	Wear Group Classification per EN649-volume loss	EN660-2	--	Wear Group T ≤ 2.0 mm^3
	Bacteria Resistance	ISO 846: Part C	--	No Observed Growth
	ADA Standards for Accessible Design	Chapter 3 Section 302.1	Floor surfaces shall be stable, firm and slip-resistant	Meets
	Antistatic Properties	EN 1815	≤ 2.0 kV	Meets (antistatic)
	Static Coefficient of Friction**	ASTM D2047/ UL 410	≥ 0.5	Meets

* Testing at loads above 175 psi is outside the scope of the test method. Since testing is conducted on uninstalled flooring, results do not consider the performance of the adhesive, underlayment, or subfloor. These test results are not an indicator of the installed flooring system performance.

** Using the James Machine as described in D2047 and as directed in UL 410 for floor covering materials (FCM) using a leather foot under dry conditions. The application of site-applied floor sealers, polishes and other types of finishes routinely used to maintain resilient flooring materials will change the walking surface and consequently the SCOF value.

PRODUCT SPEC PAGE

Medintech® I Medintone™

Homogeneous Sheet Flooring

Sustainability

Certification Attribute	Standard	3rd party Certification/Certifier
Low Emitting Material	CDPH v1.1 (2017) a.k.a CHPS 01350	FloorScore
Environmental Product Declaration (EPD)	ISO 14025	Yes/ASTM International
Plant Certifications	ISO 9001-Quality Standards ISO 14001-Environmental Management	Certified

Performance	Standard	Requirements	Performance vs. Requirements
TVOC Range	CDPH vl.1 (2017) a.k.a CHPS 01350	<0.5 mg/m^3	Meets
Low Emitting Adhesives S-543 S-599 S-240 Flip® Spray Adhesive S-580	SCAQMD Rule #1168	Less than 50 g/L	S-543 Exceeds -0 g/L S-599 Exceeds -14 g/L S-240 Exceeds -10 g/L Flip® Exceeds -0 g/L S-580 Exceeds - 0 g/L
Material Ingredients/Transparency	LEED v4 (Option 1) WELL™ Feature 97	Content disclosure to 1000 ppm	Meets (See Armstrong Flooring Product Declaration)
Fundamental Material Safety Toxic Materials Reduction	WELL™ Feature 11 and 25	No asbestos, free of lead and phthalates (DEHP, DBP, BBP, DIDP, DNOP)	Meets
Recycled Content	ISO 14021	Contains recycled content	Meets - 5% Pre-Consumer

Limited Warranty

10 year Commercial Limited Warranty when installed in accordance with the Armstrong Flooring Guaranteed Installation Systems manual, F-5061.

F-9555-719
Printed in United States of America.
© 2019 AFI Licensing LLC.
Armstrong® and Armstrong Logo are trademarks of AWI Licensing LLC.
FloorScore® is a registered trademark of the Resilient Floor Covering Institute.
LEED® is a registered trademark of the United States Green Building Council
All other marks are trademarks of Armstrong Flooring, Inc. or its subsidiaries.

Homogeneous Sheet

Medintech Diamond 10 Technology coating

Overview

Designed to provide beautiful, easy-to-clean and long-lasting floors, Medintech with Diamond 10 Technology coating offers a soft color palette that creates a home-like feel for comforting and healing environments. As part of Continuum Solutions, these colors can stand alone or coordinate nicely across the Armstrong Flooring portfolio to create unique design concepts and solutions for every space.

Using cultured diamonds with all the properties of natural diamonds, our Diamond 10 Technology coating provides category leading scratch, stain and scuff resistance. Coupled with more than 30 years of performance in sterile and aseptic environments, Medintech is a proven fit for medical and healthcare spaces.

Homogenous Sheet with Diamond 10 Technology Coating

Write a Review To Win

Homogenous Sheet with Diamond 10 Technology Coating

Made with Diamond 10 Technology coating, Homogenous Sheet can withstand heavy traffic and staining for a true low-maintenance floor perfect for healthcare and education environments.

Browse Medintech Diamond 10 Technology coating Colors & Options

Showing 1-18 of 18 Products

Almond
84163

Low Gloss
6.58 ft. x up to 98.4 ft.

Ambrosia
84660

Low Gloss
6.58 ft. x up to 98.4 ft.

Brushed Sand
84970

CONTACT US

Low Gloss
6.58 ft. x up to 98.4 ft.

Campanula Buff
84860

Low Gloss
6.58 ft. x up to 98.4 ft.

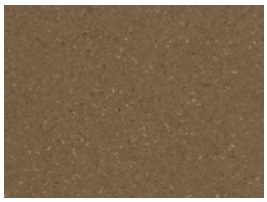
Carthamus Champagne
84950

Low Gloss
6.58 ft. x up to 98.4 ft.

Chateau Gray
84620

Low Gloss
6.58 ft. x up to 98.4 ft.

Write a Review To Win



Cocoa Natural
84672

Low Gloss
6.58 ft. x up to 98.4 ft.

Color Fleck
84410

Low Gloss
6.58 ft. x up to 98.4 ft.

Dahlia Sky
84880

Low Gloss
6.58 ft. x up to 98.4 ft.

/

Desert Gold
84390

Low Gloss
6.58 ft. x up to 98.4 ft.

Freesia Pearl
84850

Low Gloss
6.58 ft. x up to 98.4 ft.

Golden Glow
84515

Low Gloss
6.58 ft. x up to 98.4 ft.

Ixia
84760

Low Gloss
6.58 ft. x up to 98.4 ft.

Oatmeal
84129

Low Gloss
6.58 ft. x up to 98.4 ft.

Pumice Stone
84320

Low Gloss
6.58 ft. x up to 98.4 ft.

CONTACT US

Salt 'N Pepper
84680

Low Gloss
6.58 ft. x up to 98.4 ft.

Sandalwood
84526

Low Gloss
6.58 ft. x up to 98.4 ft.

Silver Gray
84197

Low Gloss
6.58 ft. x up to 98.4 ft.

Write a Review To Win

Information Library

Specifications

Medintone & Medintech Spec Page | **PDF**

Medintone & Medintech with Diamond 10 Technology Coating Guide Specification | **PDF**

Brochures

Medintone & Medintech with Diamond 10 Technology Coating Brochure | **PDF**

Installation & Maintenance

Homogeneous Sheet Installation Guide | **PDF**

Medintone & Medintech with Diamond 10 Technology Coating Heat Welding Tips | PDF

Medintone & Medintech with Diamond 10 Technology Coating Maintenance Recommendations | PDF

Warranty & SDS

Commercial Resilient Limited Warranty | PDF

Resilient Sheet and Tile Safety Data Sheet | PDF

Design & CAD Files

Medintech with Diamond 10 Technology Coating SketchUp Palette | SKP

Medintech with Diamond 10 Technology Coating Revit Package | ZIP

Sustainability

Environmental Product Declaration - Homogeneous Sheet | PDF

Health Product Declaration - Medintone & Medintech with Diamond 10 Technology | PDF

FloorScore Certification - Vinyl Sheet | PDF

Medintone & Medintech Light Reflectivity Values | PDF

CONTACT US

Technical / Test Reports

Medintone & Medintech with Diamond 10 Technology Coating ASTM E 648 | PDF

Medintone & Medintech with Diamond 10 Technology Coating ASTM E 662 | PDF

Medintone & Medintech with Diamond 10 Technology Coating CAN/ULC S102.2 | PDF

Write a Review To Win

Specifications

General Specifications

AVAILABLE SIZE	6 ft. 7 in. W up to 98.4 ft. L (2.0 m W up to 30 m L) Max Roll Size: 55 yd^2
GAUGE (THICKNESS)	**Product:** 0.080 in. (2.0 mm) **Wear Layer:** 0.080 in. (2.0 mm)
INTERNATIONAL SPECIFICATIONS	ASTM F1913 ISO 10581 (Type I)
WARRANTY	10-Year Commercial Resilient Limited Warranty

Installation & Maintenance

MAINTENANCE OPTIONS	**Low Maintenance:** ° No Polish, No Buff ° No Polish, Spray Buff ° No Polish, Dry Buff **Traditional Maintenance:** Polish
ADHESIVES	**High Moisture:** Flip Spray Adhesive, 93% RH **High Moisture:** S-543, 90% RH, 5 lbs. MVER **High Moisture:** S-599, 85% RH, 5 lbs. MVER **Epoxy:** S-240, 90% RH, 8 lbs. MVER **Flash Cove:** S-580
COMPANION PRODUCTS	**Wall Base:** Rubber, Vinyl **Weld Rods:** P: Patterned, S: Solid (Aseptic Spaces) S-761 Seaming System: (Non-Aseptic Spaces) **Transitions:** Metal, Wood, Vinyl Stair Treads, Risers, Rubber Tiles

Write a Review To Win

Sustainability

ON&ON™ SUSTAINABILITY FOR LIFE™

Product is recyclable through the On&On™ Floor Recycling Program and may be subject to limitations.

EPD/APD

EPD (Environmental Product Declarations) indicate a product that has been third-party certified (Type III) with regard to life-cycle environmental impacts that conform to ISO 14025, 14040, 14044, and ISO 21930. APD (Armstrong Flooring Product Declarations) disclose product ingredients, reporting their Chemical Abstracts Service Registry Number (CASRN®), role, and screening against regulatory and non-regulatory references; provide a snapshot of environmental impact reports in our EPDs; detail key sustainability information; and summarize performance attributes of the product.

RESPONSIBLE MANUFACTURING

Armstrong Flooring is a responsible manufacturer, implementing and using processes that are both socially and environmental responsible, including deliberate raw materials and product testing and selection for the highest quality products.

LOW VOC

Product has been tested and complies with the California Department of Public Health (CDPH) Standard Method V1.1 (2010) and/or the South Coast Air Quality Management District Rule #1168.

FLOORSCORE

FloorScore® provides third-party certification that products are tested and comply with the California Department of Public Health (CDPH) Standard Method for Testing and Evaluating Volatile Organic Chemical (VOC) Emissions. As part of FloorScore certification, manufacturing processes, supply chain, and chemical sources are also verified and audited. FloorScore certified products meet strict Indoor Air Quality (IAQ) requirements

OP FREE

Product contains no Ortho-Phthalates.

© 2020 AFI Licensing LLC, All Rights Reserved

Write a Review To Win

FLOOR

TERRACE™

COLORBODY™ PORCELAIN

daltile®

IMAGINE WHAT'S POSSIBLE™

Cover photo features Terrace™ Walnut 6 x 36 in a staggered brick-joint pattern on the floor.
Above photo features Terrace™ Cherry 6 x 36 in a staggered brick-joint pattern on the floor.

A Contemporary Take on Traditional Wood Looks

Experience the countryside with the Terrace series. This durable wood-look tile is easier to maintain than traditional wood floors, making it ideal for high-traffic areas. Available in six warm colors, Terrace creates a welcoming ambiance in any space.

- NATURAL BEAUTY
  - Wood-look ColorBody™ Porcelain with a contemporary edge
  - Offered in six warm colors
- ORGANIC APPEAL
  - Easier to maintain than traditional wood floors
  - Its durability and versatile nature makes it ideal for high-traffic areas and commercial installations

CERTIFIED PORCELAIN™ TILE
0.5% or less water absorption

Professional TILE SOLUTIONS

TERRACE™

COLORBODY™ PORCELAIN

FLOOR TILE

BIANCO P100

CHERRY P104

HICKORY P101

ESPRESSO P105

GOLD P102

WILLOW P106

WALNUT P103

IRONWOOD P107

FLOOR

TERRACE™

COLORBODY™ PORCELAIN

SIZES

		Thickness	Sq. Ft. per Carton	Pieces per Carton
6 x 36 Floor Tile	(5-3/4" x 35-3/4") (14.60 cm x 90.80 cm)	1/2"	12.00	8

FLOOR APPLICATIONS

	Target DCOF Wet	Suitable
Dry Level - Interior	N/A	✓
Wet Level - Interior	≥ 0.42	✓
Exterior Applications, pook deciking & other wet areas with minimal footwear	≥ 0.60	
Ramps & Inclines	≥ 0.65	

OTHER APPLICATIONS

	Suitable
Walls / Backsplashes	✓
Countertops	✓
Pool Linings	

APPLICATION NOTES:

Suitable for exterior applications in freezing and non-freezing climates when proper installation methods are followed.

TRIM

Type	Number	Size	Pieces per Carton
Bullnose	S-43H9	3 x 18	32

Bullnose trim is intended to coordinate with floor tile in the standard 90-degree installation position.

INSTALLATION

Grout Joint Recommendation	Shade Variation
3/16"	High (V3)

TEST RESULTS

	ASTM#	Results
Water Absorption	C373	< 0.5%
Breaking Strength	C648	> 400 lbs
Scratch Hardness	MOHS	8.0
Chemical Resistance	C650	Resistant

NOTES

Special consideration must be given when installing tiles greater than 15 inches. Please refer to daltile.com/LargeTiles for more information.

Special care should be taken when grouting with dark pigmented colors. A grout release is recommended to prevent finely powdered pigments from lodging in the pores of the surface. Use of a latex modified thin-set is recommended for installation.

Since there are variations in all fired ceramic products, tile and trim supplied for your particular installation may not match these samples. Final color selection should be made from actual tiles and trim and not from tile samples or color reproductions. Manufactured in accordance with ANSI A137.1 standards.

Water, oil, grease, etc. create slippery conditions. Floor applications with exposure to these conditions require extra caution in product selection. Not for use on ramps.

For additional information, refer to "Factors to Consider" at daltile.com/Factors.

©2017 Daltile (1/17)

Wilsonart®
HIGH WEAR LAMINATE

Tough Enough to Take it.

Some surfaces simply have to take a beating and still keep their good looks. That's where Wilsonart® High Wear Laminate comes in. Built to take the extra wear that comes with high traffic commercial projects, Wilsonart High Wear Laminate is more than seven times the industry standard for abrasion resistance on high pressure laminate. A low-cost alternative to stone, granite or other hard surfaces, with improved wear resistance over standard laminates, Wilsonart High Wear Laminate is also available in hundreds of colors and designs, and a wide variety of sizes.

Key Features

- More than 7X the abrasion and scuff resistance than traditional laminate
- 3 product types: 107HW-General Purpose, 335HW-Vertical Grade and 350HW-Postforming
- Available in 4' and 5' widths and 8', 10', and 12' lengths
- #60 Matte finish texture
- Available in most Wilsonart Laminate standard designs. See availability at Wilsonart.com.

Certification Compliance

- Exceeds NEMA LD-3 2005 requirements for wear resistance
- UL GREENGUARD Gold Certification for Low Chemical Emissions
- Class II/B ASTM E-84 approved
- National Sanitation Foundation (NSF) #35 approved for food contact
- ASTM E-84 American Society for Testing Materials
- L-P 508H U.S. Federal Specification (for government facilities)
- ANSI/NEMA LD3-2005 conformance
- HUD Mobile Home Construction and Safety Standard (24CFR) Part 3280.203 approved
- FMVSS (US Federal Motor Vehicle Safety Standard) 302 approved for vehicle interiors
- SCS-certified with up to 34% post-consumer recycled content
- FSC Solutions available upon request

Recommended Applications

- Transaction counters
- Cafeteria tabletops and service areas
- Computer work stations and desk tops
- Business offices, nurses' stations and libraries
- Hematology labs
- Reception areas

Specify Wilsonart High Wear Laminate

Pattern #: _____ Finish: #60

Pattern Name: _____ Product Type: 107HW, 335HW, 350HW

Wilsonart

©2014 Wilsonart LLC. 2400 Wilson Place P.O. Box 6110 Temple, TX 76503-6110
For Samples: Wilsonart.com 800-433-3222 BR0508-14

MIX From responsible sources FSC® C015606

Wilsonart literature is printed using environmentally responsible processes and paper.

PHANTOM PEARL 8211 Wilsonart

Standard HPL Finish

28 GLOSS LINE FINISH WITH AEON™ | 8211K-28

Features +

WHERE TO BUY

FIND YOUR NEAREST LOCATIONS

Homeowners Commercial Buyers

Enter Zipcode FIND

ORDER A SAMPLE

28 Gloss Line

Size

1

Add to Cart

VIEW FULL SHEET

DOWNLOAD IMAGES

Sign In | Register

Description +

Pattern Availability

Specifications +

Warranty Info +

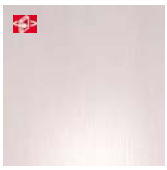
Care & Maintenance +

AVAILABLE FINISHES

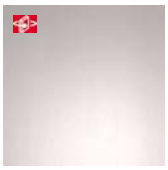
CLICK TO VIEW

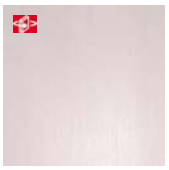
See Pattern Availability for Finish/Product Type combination Availability

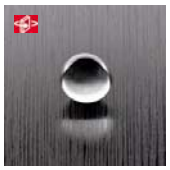
*Standard HPL Finish

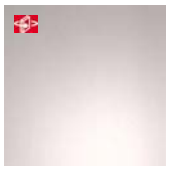

28 Gloss Line*

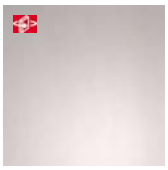
01 High Gloss

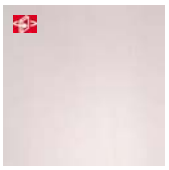

07 Textured Gloss


12 SoftGrain


18 Linearity


38 Fine Velvet Texture


60 Matte


78 FineGrain

RELATED PRODUCTS

PHANTOM CHARCOAL
8214

PHANTOM COCOA
8213

PHANTOM ECRU
8212

WHITE CYPRESS
7976

VAPOR STRANDZ
4939

Subscribe

About Us

Wilsonart, a world-leading engineered surfaces company, is driven by a mission to create surfaces people love, with service they can count on, delivered by people who care. The Company manufactures and distributes High Pressure Laminate, Quartz, Solid Surface, Coordinated TFL and Edgebanding and other decorative engineered surfaces for use in the office, education, healthcare, residential, hospitality, and retail markets. Operating under the Wilsonart®, Arborite®, Bushboard™, Durcon®, KML®, Laminart®, Mermaid™, New Leaf, Polyrey®, Ralph Wilson®, Resopal®, Shore™, Technistone® and Wetwall™ brands, the company continuously redefines decorative surfaces through improved performance and award-winning designs.

Company | Where to Buy | Contact Us

Wilsonart is a business unit of Wilsonart Engineered Surfaces. www.wilsonartengineeredsurfaces.com

Sign In | Register

Copyright © 2020 Wilsonart LLC. All Rights Reserved.

Mohawk Group

QB389 Drifted Ground Tile 12BY36

Iconic Earth Collection

Mohawk Group

DESIGN

Tufted Pile Weight:	**16.0 oz. per sq. yd. (542 g/m2)**
Product Type:	**Tile**
Construction:	**Tufted**
Minimum Sq. Yd.:	**No Minimum**
Surface Texture:	**Textured Patterned Loop**
Gauge:	**1/12 (47.00 rows per 10 cm)**
Density:	**7,200**
Weight Density:	**116,640**
Stitches Per Inch:	**11.0 (43.31 per 10 cm)**
Finished Pile Thickness:	**.081" (2.05 mm)**
Dye Method:	**Solution Dyed**
Backing Material:	**EcoFlex ICT**
Fiber Type:	**Colorstrand® SD Nylon**
Pattern Repeat:	**Not Applicable**
Size:	**12" x 36" (.3048 m x .9144 m)**
Installation Method:	**Monolithic, Half Lap, Brick Ashlar, Basket Weave, Plank Half Lap, Monolithic Stepping, Random, Herringbone**
Stain Release Technology:	**Sentry Plus Stain Protection**
Soil Release Technology:	**Sentry Soil Protection**
Foot Traffic Recommendation TARR:	**Heavy**

SUSTAINABILITY

IAQ Green Label Plus:	**CRI Green Label Plus GLP1098**
Pre-Consumer Recycled Content:	**46%**
NSF 140:	**EcoFlex ICT - NSF 140 Gold**
Declare Label:	**Declared**

PERFORMANCE

Static:	**AATCC-134 Under 3.5 KV**
Flammability:	**ASTM E 648 Class 1 (Glue Down)**
Smoke Density:	**ASTM E 662 Less than 450**

SERVICE

Warranties:	**Lifetime Limited Carpet Tile Warranty, Lifetime Limited Colorfastness to Light, 10 Year Limited Colorfastness to Atmospheric Contaminants, 10 Year Limited Stain Warranty, Lifetime Static**

152
Rugged Range
Quickship Available

358
Classic Ridge
Quickship Available

751
Perfect Paths
Quickship Available

859
Downing Stone
Quickship Available

862
Canyon Clay
Quickship Available

883
Wild Terrain
Quickship Available

955
Solid Ground
Quickship Available

983
Clean Slate
Quickship Available

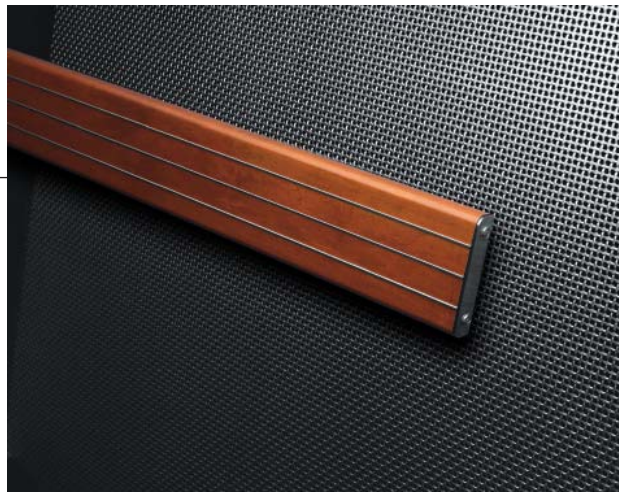
999
Daring Drift
Quickship Available

Hughesville, PA | 800.233.8493 | 570.546.5941
Mississauga, ON | 888.895.8955 | 905.274.3611
www.c-sgroup.com

CRWS-2

Product Data

This 5 1/2" high Renaissance™ wood crash rail features stainless steel strips.



Real Wood | Real Metal

Technical Data:

- 5 1/2" (139.7mm) height
- 1" (25.4mm) wall offset
- Supplied to field verified dimensions only with factory-finished stainless steel ends
- Maximum rail length is 12' (3.7m)
- Minimum rail length is 7" (177.5mm)
- 1" (25.4mm) stainless steel mounting clips
- 1/8" (3.2mm) wide stainless steel accent strips

Features:

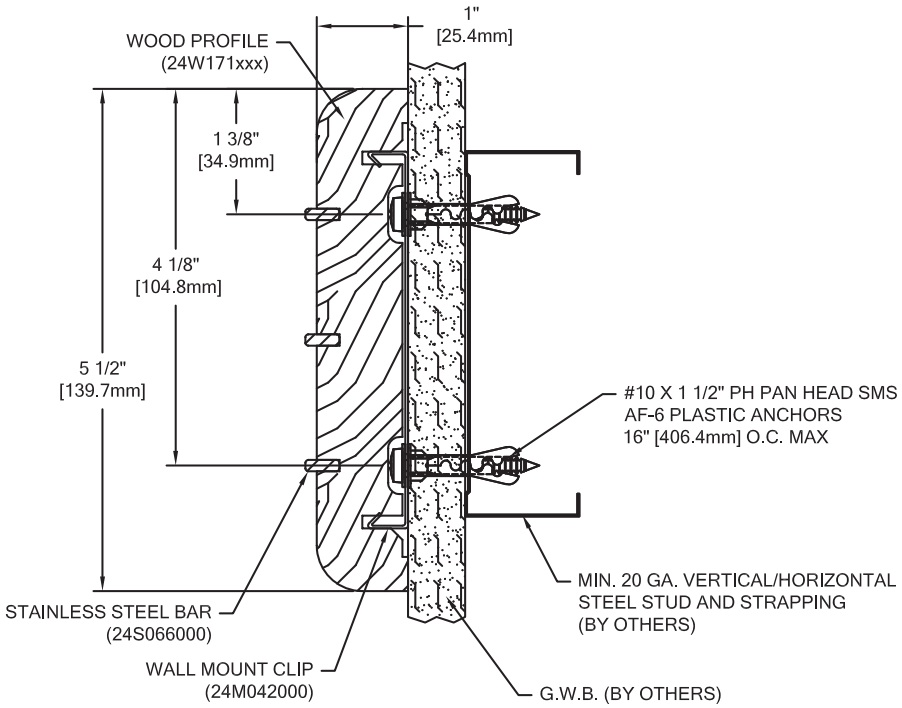
- Tested in accordance with ASTM E84 Class A/1 fire characteristics
- CA 01350 protocol for low VOC
- 5 year product warranty
- Factory-finished wood crash rail
- Low VOC water based wood finishes

Options:

- Custom wood finishes
- FSC certified wood
- Factory-finished wood ends
- Factory-finished wood inside and outside corners; odd angle outside corner available
- Powder coat finishes available

Similar Models:

- CRWS-1 - 5 1/2" (141.2mm) height; 1" (25.7mm) wall offset
- CRWS-3 - 5 1/2" (139.7mm) height; 1 3/8" (35.5mm) wall offset



© Copyright 2017 Construction Specialties, Inc.

Hughesville, PA | 800.233.8493 | 570.546.5941
Mississauga, ON | 888.895.8955 | 905.274.3611
www.c-sgroup.com

SUGGESTED SPECIFICATIONS
SECTION 10 26 00
CS Acrovyn Model CRWS-2

Part 1 - General
1.01 Summary
A. This section includes the following types of wall protection systems:
1. Crash Rails
B. Related sections: The following sections contain requirements related to this section:
1. Handrails, Corner Guards, Bumper Guards, Accent Rails, Wall Covering, Wall Panels, Door Protection; refer to section 10 26 00 "Wall and Door Protection"
2. Blocking in walls for fasteners; refer to section 09 22 00 "Supports for Plaster and Gypsum Board"

1.02 References
A. National codes (IBC, UBC, SBCCI, BOCA and Life Safety)
B. American Society for Testing and Materials (ASTM)
C. California 01350 specification

1.03 Submittals
General: Submit the following in accordance with conditions of contract and Division 1 specification section 01 33 00 "Submittal Procedures":
A. Product data and detailed specifications for each system component and installation accessory required, including installation methods for each type of substrate.
B. Shop drawings showing locations, extent and installation details of crash rails. Show methods of attachment to adjoining construction.
C. Samples for verification purposes: Submit the following samples, as proposed for this work, for verification of color, finish and end cap attachment and alignment:
1. 12" (304.8mm) long sample of each model specified including end cap.
D. Maintenance data for wall protection system components for inclusion in the operating and maintenance manuals specified in Division 1.

1.04 Quality Assurance
A. Installer qualifications: Engage an installer who has no less than 3 years experience in installation of systems similar in complexity to those required for this project.
B. Manufacturer's qualifications: Not less than 5 years experience in the production of specified products and a record of successful in-service performance.
C. Code compliance: Assemblies should conform to all applicable codes including IBC, UBC, SBCCI, BOCA, Life Safety and CA 01350.
D. Fire performance characteristics: Provide wood and metal components tested in accordance with ASTM E84 for Class A/1 fire characteristics.
E. Single source responsibility: Provide all components of the wall protection system manufactured by the same company to ensure compatibility of color, texture and physical properties.

1.05 Delivery, Storage and Handling
A. Deliver materials to the project site in unopened original factory packaging clearly labeled to show manufacturer.
B. Store materials in original, undamaged packaging in a cool, dry place out of direct sunlight and exposure to the elements. A minimum room temperature of 40°F (4°C) and a maximum of 100°F (38°C) should be maintained.
C. Material must be stored flat.

1.06 Project Conditions
A. Materials must be acclimated in an environment of 65°-75°F (18°-24°C) for at least 24 hours prior to beginning the installation.
B. Installation areas must be enclosed and weatherproofed before installation commences.

Part 2 - Products
2.01 Manufacturers
A. Interior surface protection products specified herein and included on the submittal drawings shall be manufactured by Construction Specialties, Inc.

2.02 Materials
A. Solid Wood Components: Shall be manufactured from plain sawn, FAS grade hardwood, kiln dried to a moisture content of 6% to 10%. All wood components shall be factory finished. Wood components to be final coated with catalyzed, high solids, clear conversion varnish using a two coat process. Finish shall be in accordance with specified AWI finish system. Coverage shall be a minimum of 3-5 mils. Gloss shall be measured on 60° gloss meter as per ASTM D523.
B. Stainless steel components shall be fabricated from type 304 stainless steel with a #4 satin finish; minimum strength and durability properties as specified in ASTM A276.

2.03 Crash Rails
A. Wood/Stainless Steel Crash Rails to be CS Acrovyn: Surface mounted assembly consisting of wood rail furnished with stainless steel trim and end caps. Attachment hardware shall be appropriate for wall construction.
1. Model CRWS-2 5 1/2" (139.7mm) high solid wood crash rail assembly with (3) rows of 1/8" (3.2mm) wide stainless steel strips. Furnished cut-to-size only with standard stainless steel end caps or optional wood end caps; both factory installed with Black vertical reveals to allow for proper expansion and contraction of materials. Select from one of Renaissance™ wood species and finishes. FSC certified wood can be specified. Custom woods and finishes available.

2.04 Finishes
A. General: Comply with NAAMM "Metal Finishes Manual" for recommendations relative to applications and designations of finishes.

2.05 Fabrication
A. General: Fabricate wall protection systems to comply with requirements indicated for design, dimensions, detail, finish and member sizes. All based upon required field verified dimensions.
B. Preassemble components in shop as much as possible to minimize field assembly.
C. Fabricate components with wood joints lightly chamfered. Provide surfaces free of chipping, dents and other imperfections.

Part 3 - Execution
3.01 Examination
A. Verification of conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.
1. Do not proceed until unsatisfactory conditions have been corrected.

3.02 Preparation
A. Surface preparation: Prior to installation, clean substrate to remove dirt, debris and loose particles. Perform additional preparation procedures as required by manufacturer's instructions.
B. Protection: Take all necessary steps to prevent damage to material during installation as required in manufacturer's installation instructions.

3.03 Installation
A. Install the work of this section in strict accordance with the manufacturer's recommendations and the required field verified dimensions.
B. Use only approved mounting hardware, and locating all components firmly into position, level and plumb.
C. Temperature at the time of installation must be between 65°-75°F (18°-24°C) and be maintained for at least 48 hours after the installation.

3.04 Cleaning
A. General: Immediately upon completion of installation, clean rails and accessories in accordance with manufacturer's recommended cleaning method.
B. Remove surplus materials, rubbish and debris resulting from installation as work progresses and upon completion of work.

3.05 Protection
A. Protect installed materials to prevent damage by other trades. Use materials that may be easily removed without leaving residue or permanent stains.

© Copyright 2017 Construction Specialties, Inc.

ACROVYN WALL PANEL OPTIONS: *PLEASE FILL OUT THE TABLE BELOW FOR THE DESIRED WALL PANEL OPTIONS. SEE BELOW DETAILS FOR CLARIFICATION ON OPTIONS:*

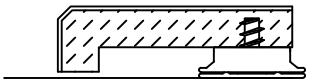
1. MOUNTING SYSTEM CAN BE EITHER PERMANENT ADHESIVE OR OUR DEMOUNTABLE SURE SNAP™ CLIP SYSTEM.
2. PANEL DEPTH IS 3/8" FOR PERMANENT ADHESIVE AND CAN BE 3/4", 1" OR 2" AROUND PERIMETER FOR SURE SNAP™. PLEASE SELECT DESIRED DEPTH.
3. WALL PANEL EDGE CAN BE EITHER WRAPPED BEVELED, WRAPPED SQUARE, OR *UNFINISHED SQUARE EDGE.
4. *PANEL EDGE TRIM MUST ONLY BE SELECTED IF GETTING AN UNFINISHED SQUARE EDGE PANEL. SELECT TRIM 1-6 FROM BELOW DETAILS. PANELS THAT ARE ORDERED WITH TRIMS WILL COME STANDARD WITH TRIMS INSTALLED ON ALL (4) SIDES. IF TRIMS ARE DESIRED ON LESS THAN (4) SIDES, THE PANELS WILL REQUIRE CUSTOM PRICING.
5. PANEL SIZE IS THE OVERALL SIZE OF THE PANEL. (SURE SNAP PANELS RANGE 3" X 4" MIN TO 46" X 118" MAX) (PERMANENT ADHESIVE PANELS RANGE FROM (3" X 4" MIN TO 47" X 119" MAX)
6. REVEAL TYPE CAN BE EITHER BUTTED, **REVEAL WITH PAINTED WALL, OR **REVEAL WITH ***.040" X 1-1/2" WIDE ACROVYN SHEET REVEAL STRIPS.
7. **REVEAL WIDTH IS SPACE BETWEEN THE PANELS, IF THEY ARE NOT BUTTED. STANDARD REVEAL WIDTH IS 3/8".
8. ***.040" ACROVYN SHEET REVEAL STRIP COLOR MUST ONLY BE SELECTED IF GETTING A REVEAL WITH .040" ACROVYN SHEET REVEAL STRIP.
9. WALL PANEL COLOR CAN BE SELECTED FROM ONE OF THE CS STANDARD COLORS, ****CHAMELEON™ PATTERNS, OR ACROVYN BY DESIGN IMAGES.
10. ****GRAIN DIRECTION IS ONLY FOR CHAMELEON™ PATTERNS. (VERTICAL OR HORIZONTAL)

NOTE: FOR INFORMATION ON DETAILS OF REVEALS, END WALL AND CORNER CONDITIONS, PLEASE SEE TEAR SHEETS FOR SPECIFIC OPTIONS AND DETAILS.

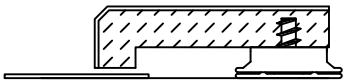
WALL PANEL FABRICATION SCHEDULE

MOUNTING SYSTEM	PANEL DEPTH	WALL PANEL EDGE	*PANEL EDGE TRIM	PANEL SIZE (VERT. X HORIZ.)	REVEAL TYPE	**REVEAL WIDTH	***ACROVYN SHEET REVEAL STRIP COLOR	WALL PANEL COLOR	****GRAIN DIRECTION

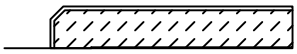
WRAPPED EDGE PANEL OPTIONS



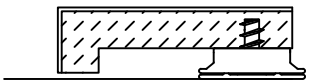
WRAPPED BEVELED EDGE
WITH SURE SNAP™
ON A PAINTED WALL



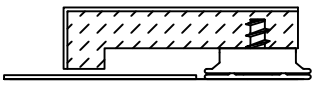
WRAPPED BEVELED EDGE
WITH SURE SNAP™
AND ***.040" ACROVYN SHEET REVEAL STRIPS



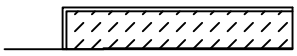
WRAPPED BEVELED EDGE
WITH PERMANENT ADHESIVE



WRAPPED SQUARE EDGE
WITH SURE SNAP™
ON A PAINTED WALL

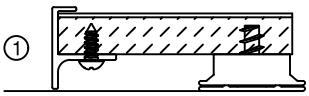


WRAPPED SQUARE EDGE
WITH SURE SNAP™
AND ***.040" ACROVYN SHEET REVEAL STRIPS

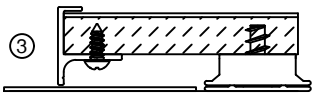


WRAPPED SQUARE EDGE
WITH PERMANENT ADHESIVE

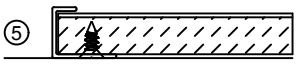
*UNFINISHED EDGE PANEL OPTIONS
WITH ALUMINUM TRIMS



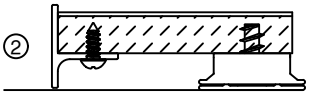
① SURE SNAP™ WITH
PICTURE FRAME TRIM
ON A PAINTED WALL



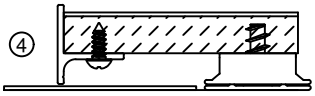
③ SURE SNAP™ WITH
PICTURE FRAME TRIM
AND ***.040" ACROVYN SHEET REVEAL STRIPS



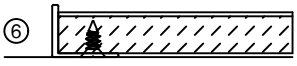
⑤ PERMANENT ADHESIVE PANEL WITH
PICTURE FRAME TRIM



② SURE SNAP™ WITH
THIN TRIM ON A PAINTED WALL



④ SURE SNAP™ WITH THIN TRIM
AND ***.040" ACROVYN SHEET REVEAL STRIPS



⑥ PERMANENT ADHESIVE PANEL WITH
THIN TRIM

ACROVYN®
WALL PANELS

CS Acrovyn

Hughesville, PA |800.233.8493 |570.546.5941
Mississauga, ON |888.895.8955 |905.274.3611
www.c-sgroup.com

© Copyright 2017 Construction Specialties, Inc.

PROJECT:	**REVISION:**
JOB NO.:	**F&F:**
CUSTOMER:	
REP:	**DATE:**
DRAWN BY:	**SHEET NO:**

Hughesville, PA 800.233.8493 570.546.5941
Mississauga, ON 888.895.8955 905.274.3611
www.c-sgroup.com

SUGGESTED SPECIFICATIONS
SECTION 10 26 00
CS Acrovyn Model CRWS-2

Part 1 - General

1.01 Summary

A. This section includes the following types of wall protection systems:
  1. Crash Rails

B. Related sections: The following sections contain requirements related to this section:
  1. Handrails, Corner Guards, Bumper Guards, Accent Rails, Wall Covering, Wall Panels, Door Protection; refer to section 10 26 00 "Wall and Door Protection"
  2. Blocking in walls for fasteners; refer to section 09 22 00 "Supports for Plaster and Gypsum Board"

1.02 References

A. National codes (IBC, UBC, SBCCI, BOCA and Life Safety)
B. American Society for Testing and Materials (ASTM)
C. California 01350 specification

1.03 Submittals

General: Submit the following in accordance with conditions of contract and Division 1 specification section 01 33 00 "Submittal Procedures":

A. Product data and detailed specifications for each system component and installation accessory required, including installation methods for each type of substrate.
B. Shop drawings showing locations, extent and installation details of crash rails. Show methods of attachment to adjoining construction.
C. Samples for verification purposes: Submit the following samples, as proposed for this work, for verification of color, finish and end cap attachment and alignment:
  1. 12" (304.8mm) long sample of each model specified including end cap.
D. Maintenance data for wall protection system components for inclusion in the operating and maintenance manuals specified in Division 1.

1.04 Quality Assurance

A. Installer qualifications: Engage an installer who has no less than 3 years experience in installation of systems similar in complexity to those required for this project.
B. Manufacturer's qualifications: Not less than 5 years experience in the production of specified products and a record of successful in-service performance.
C. Code compliance: Assemblies should conform to all applicable codes including IBC, UBC, SBCCI, BOCA, Life Safety and CA 01350.
D. Fire performance characteristics: Provide wood and metal components tested in accordance with ASTM E84 for Class A/1 fire characteristics.
E. Single source responsibility: Provide all components of the wall protection system manufactured by the same company to ensure compatibility of color, texture and physical properties.

1.05 Delivery, Storage and Handling

A. Deliver materials to the project site in unopened original factory packaging clearly labeled to show manufacturer.
B. Store materials in original, undamaged packaging in a cool, dry place out of direct sunlight and exposure to the elements. A minimum room temperature of 40°F (4°C) and a maximum of 100°F (38°C) should be maintained.
C. Material must be stored flat.

1.06 Project Conditions

A. Materials must be acclimated in an environment of 65°-75°F (18°-24°C) for at least 24 hours prior to beginning the installation.

© Copyright 2017 Construction Specialties, Inc.

B. Installation areas must be enclosed and weatherproofed before installation commences.

Part 2 - Products

2.01 Manufacturers

A. Interior surface protection products specified herein and included on the submittal drawings shall be manufactured by Construction Specialties, Inc.

2.02 Materials

A. Solid Wood Components: Shall be manufactured from plain sawn, FAS grade hardwood, kiln dried to a moisture content of 6% to 10%.

B. Stainless steel components shall be fabricated from type 304 stainless steel with a #4 satin finish; minimum strength and durability properties as specified in ASTM A276.

2.03 Crash Rails

A. Wood/Stainless Steel Crash Rails to be CS Acrovyn: Surface mounted assembly consisting of wood rail furnished with stainless steel trim and end caps. Attachment hardware shall be appropriate for wall construction.

1. **Model CRWS-2 5 1/2" (139.7mm) high solid wood crash rail assembly with (3) rows of 1/8" (3.2mm) wide stainless steel inserts. Furnished cut-to-size only with standard stainless steel end caps or optional wood end caps; both factory installed with Black vertical reveals to allow for proper expansion and contraction of materials. Select from one of Renaissance™ wood species and finishes. FSC certified wood can be specified. Custom woods and finishes available.**

2.04 Finishes

A. All wood components shall be factory finished. Wood components to be final coated with water based, high solids, clear lacquer using a two coat process. Finish shall be in accordance with specified AWI finish system. Coverage shall be a minimum of 3-5 mils. Gloss shall be measured on 60° gloss meter as per ASTM D523.

B. General: Comply with NAAMM “Metal Finishes Manual” for recommendations relative to applications and designations of finishes.

2.05 Fabrication

A. General: Fabricate wall protection systems to comply with requirements indicated for design, dimensions, detail, finish and member sizes. All based upon required field verified dimensions.

B. Preassemble components in shop as much as possible to minimize field assembly.

C. Fabricate components with wood joints lightly chamfered. Provide surfaces free of chipping, dents and other imperfections.

Part 3 - Execution

3.01 Examination

A. Verification of conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.

1. Do not proceed until unsatisfactory conditions have been corrected.

3.02 Preparation

A. Surface preparation: Prior to installation, clean substrate to remove dirt, debris and loose particles. Perform additional preparation procedures as required by manufacturer's instructions.

B. Protection: Take all necessary steps to prevent damage to material during installation as required in manufacturer’s installation instructions.

3.03 Installation

A. Install the work of this section in strict accordance with the manufacturer's recommendations and the required field verified dimensions.

B. Use only approved mounting hardware, and locating all components firmly into position, level and plumb.

© Copyright 2017 Construction Specialties, Inc.

C. Temperature at the time of installation must be between 65°-75°F (18°-24°C) and be maintained for at least 48 hours after the installation.

3.04 Cleaning

A. General: Immediately upon completion of installation, clean rails and accessories in accordance with manufacturer's recommended cleaning method.

B. Remove surplus materials, rubbish and debris resulting from installation as work progresses and upon completion of work.

3.05 Protection

A. Protect installed materials to prevent damage by other trades. Use materials that may be easily removed without leaving residue or permanent stains.

© Copyright 2017 Construction Specialties, Inc.

English Tower Lobby

Parkview Hospital Randallia – Parkview Health System

Location: Fort Wayne, Indiana

Architect, Contractor: Vintage Archonics

Products: Acrovyn® Wall Panels

Construction Specialties®
Making Buildings Better™

Woodgrain-patterned wall panels are a warm welcome into the English Tower lobby.

About the Project

More than 570 babies are born each year at Parkview Hospital Randallia's Family Birthing Center in Fort Wayne, Indiana. As the local community has continued to grow, the birthing center required upgrades to meet residents' healthcare needs and ensure that families felt welcome.

The hospital's $55 million renovation created a more modern and welcoming environment for patients and their families. One major project element was the Family Birthing Center's relocation to the more accessible first floor, which allowed its bustling English Tower lobby to be re-envisioned.

Design Goals

Growing research shows that thoughtfully designed healthcare environments can reduce anxiety, satisfy patients and improve outcomes. With a clear understanding of the impact of design on the patient experience, Vintage Archonics redesigned the birthing center's English Tower lobby to emphasize a soothing atmosphere with ample room for new parents, friends and family according to Parkview Health System's vision.

"As the demand for our care and services has exceeded our expectations, we continue to make significant investments into new services and improvements at our hospital to provide patients with the highest quality of care," said Michael Zawahri, finance manager at Parkview Health. "When we redesigned the Family Birthing Center, we recognized the need to provide better access to the unit for patients, staff and visitors. Our design goal was an open, warm aesthetic."

"Our design goal was an open, warm aesthetic."

Results

Vintage Archonics upgraded the birthing center's English Tower lobby with a grand staircase, a spacious elevator and an accessible guest services desk. The 33-foot lobby walls were refreshed with Construction Specialties' revitalized Acrovyn Wall Panel system in a warm Brazilian Nut woodgrain from the new Chameleon™ pattern collection.

The installation was a breeze with the new Sure Snap™ mounting system. In fact, the product's simple installation method was a key factor in the designers' product selection decision.

Acrovyn Wall Panels provide a polished, crisp upgrade for the lobby walls.

"The lobby walls could be installed in a short period of time without compromising quality."

"When we first saw the wall panel system, we were impressed with the new method of installation," said Jessica Detweiler, architect at Vintage Archonics.

Acrovyn Wall Panels consist of a PVC-free rigid sheet embedded with a moisture-resistant barrier, providing high-quality protection and durability.

"The expansive lobby was brought to life by the more than 215 panels, which make it feel even more spacious and open," said Detweiler. Now, the Family Birthing Center's expansive new English Tower lobby is as stunningly beautiful as it is functional.

English Tower Lobby

Parkview Hospital Randallia – Parkview Health System

Explore our full product offerings in action.

Acrovyn Wall Protection + Doors | Acrovyn Wall Covering + Panels

Architectural Louvers | Architectural Grilles + Vision Barriers | Cubicle Curtains + Tracks | Entrance Mats + Grids

Expansion Joint Covers | Explosion + Pressure Relief Vents | Fire + Smoke Vents | Sun Controls

ELKAY®
SPECIFICATIONS

Elkay EZH2O Bottle Filling Station & Single High Efficiency Vandal-Resistant Cooler Filtered 8 GPH Stainless
Model LVRCGRN8WSK

PRODUCT SPECIFICATIONS

Elkay ezH2O® Bottle Filling Station, & Single High Efficiency Vandal-Resistant Cooler, Filtered 8 GPH Stainless. Chilling Capacity of 8.0 GPH (gallons per hour) of 50° F drinking water, based on 80° F inlet water and 90° F ambient, per ASHRAE 18 testing. Features shall include Hands Free, Visual Filter Monitor, Filtered, High Efficiency, Green Ticker™, Laminar Flow, Antimicrobial, Real Drain, Vandal Resistant. Furnished with Vandal Resistant StreamSaver ™ bubbler. Electronic Bottle Filler Sensor With Mechanical Front Bubbler Button activation. Product shall be Wall Mount (On Wall), for Indoor applications, serving 1 station(s). Unit shall be certified to UL 399 and CAN/CSA C22.2 No. 120. Unit shall be lead-free design which is certified to NSF/ANSI 61 & 372 (lead free) and meets Federal and State low-lead requirements.

Special Features:	Hands Free, Visual Filter Monitor, Filtered, High Efficiency, Green Ticker™, Laminar Flow, Antimicrobial, Real Drain, Vandal Resistant
Finish:	Stainless Steel
Power:	115V/60Hz
Bubbler Style:	Vandal Resistant StreamSaver ™
Activation by:	Electronic Bottle Filler Sensor With Mechanical Front Bubbler Button
Mounting Type:	Wall Mount (On Wall)
Chilling Option*:	8.0 GPH
Full Load Amps	5.5
Rated Watts:	260
Dimensions (L x W x H):	18-1/16" x 18-5/8" x 39-3/4"
Approx. Shipping Weight:	94 lbs.
Installation Location:	Indoor
No. of Stations Served:	1
*Based on 80° F inlet water & 90° F ambient air temp for 50° F chilled drinking water.	

- Mechanically-Activated bubbler continues to supply water in event of service disruptions.
- Visual Filter Monitor: LED Filter Status Indicator for when filter change is necessary.
- Filter is certified to NSF 42 and 53 for lead, particulate, chlorine, taste and odor reduction. 3,000 gal. capacity.
- High-performance compressor and insulation greatly reduce energy consumption.
- Green Ticker: Informs user of number of 20 oz. plastic water bottles saved from waste.
- Laminar flow provides clean fill with minimal splash.
- Silver Ion Antimicrobial protection on key plastic components to inhibit the growth of mold and mildew.
- Real Drain System eliminates standing water.

PART:_____QTY: _____

PROJECT:_____

CONTACT:_____

DATE:_____

NOTES:_____

APPROVAL:_____

AMERICAN PRIDE. A LIFETIME TRADITION.
Like your family, the Elkay family has values and traditions that endure. For almost a century, Elkay has been a family-owned and operated company, providing thousands of jobs that support our families and communities.

Included with Product: Water Cooler (LVRCGRN8WS), Bottle Filler (LZWSR), Filter

▼ Ships in multiple boxes.

PRODUCT COMPLIANCE

ADA & ICC A117.1

ASME A112.19.3/CSA B45.4

Buy American Act

CAN/CSA C22.2 No. 120

GreenSpec®

NSF/ANSI 42, 53, 61, & 372 (lead free)

UL 399

Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

Installation Instructions (PDF)

5 Year Limited Warranty on the refrigeration system of the unit. Electrical components and water system are warranted for 12 months from date of installation. **Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.**

Warranty (PDF)

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

COOLING SYSTEM

- Compressor: Hermetically-sealed, reciprocating type, single phase. Sealed-in lifetime lubrication.
- Condenser: Fan cooled, copper tube with aluminum fins. Fan motor is permanently lubricated.
- Cooling Unit: Combination tube-tank type. Continuous copper tubing with is fully insulated with EPS foam that meets UL requirements for self-extinguishing material.
- Refrigerant Control: Refrigerant HFC-134a is controlled by accurately calibrated capillary tube for positively trouble-free operation.
- Temperature Control: Easily accessible enclosed adjustable thermostat is factory preset. Requires no adjustment other than for altitude requirements.

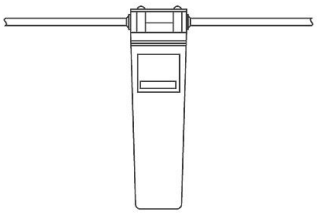
OPTIONAL ACCESSORIES

51300C - WaterSentry Plus Replacement Filter (Bottle Fillers)
98324C - Accessory - Cane Apron for HAC, HVR, EMABF & VRC Models (Stainless)
WSF6000R-2PK - WaterSentry Fresh 6000 CTO Filter - Replacement (2pack)

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

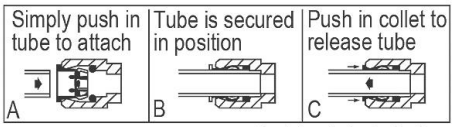
NOTICE
This water cooler must be connected to the water supply using a dielectric coupling. The cooler is furnished with a non-metallic strainer which meets this requirement. The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system.

IMPORTANT! INSTALLER PLEASE NOTE:
These units are designed and built to provide water to the user which has not been altered by materials in the cooler waterway. The grounding of electrical equipment such as telephone, computers, etc. to water lines is a common procedure. This grounding may be in the building but may also occur away from the building. This grounding can cause electrical feedback into a water cooler creating an electrolysis which results in a metallic taste or an increase in the metal content of the water. This condition is avoidable by installing the cooler using the proper materials as shown.
Bottle Filler unit will mount on bracket attached to wall by 6 holes (as shown).
Water and electrical will connect through pre-punched hole in basin.
These products are designed to operate on 20 psi to 105 psi supply line pressure.

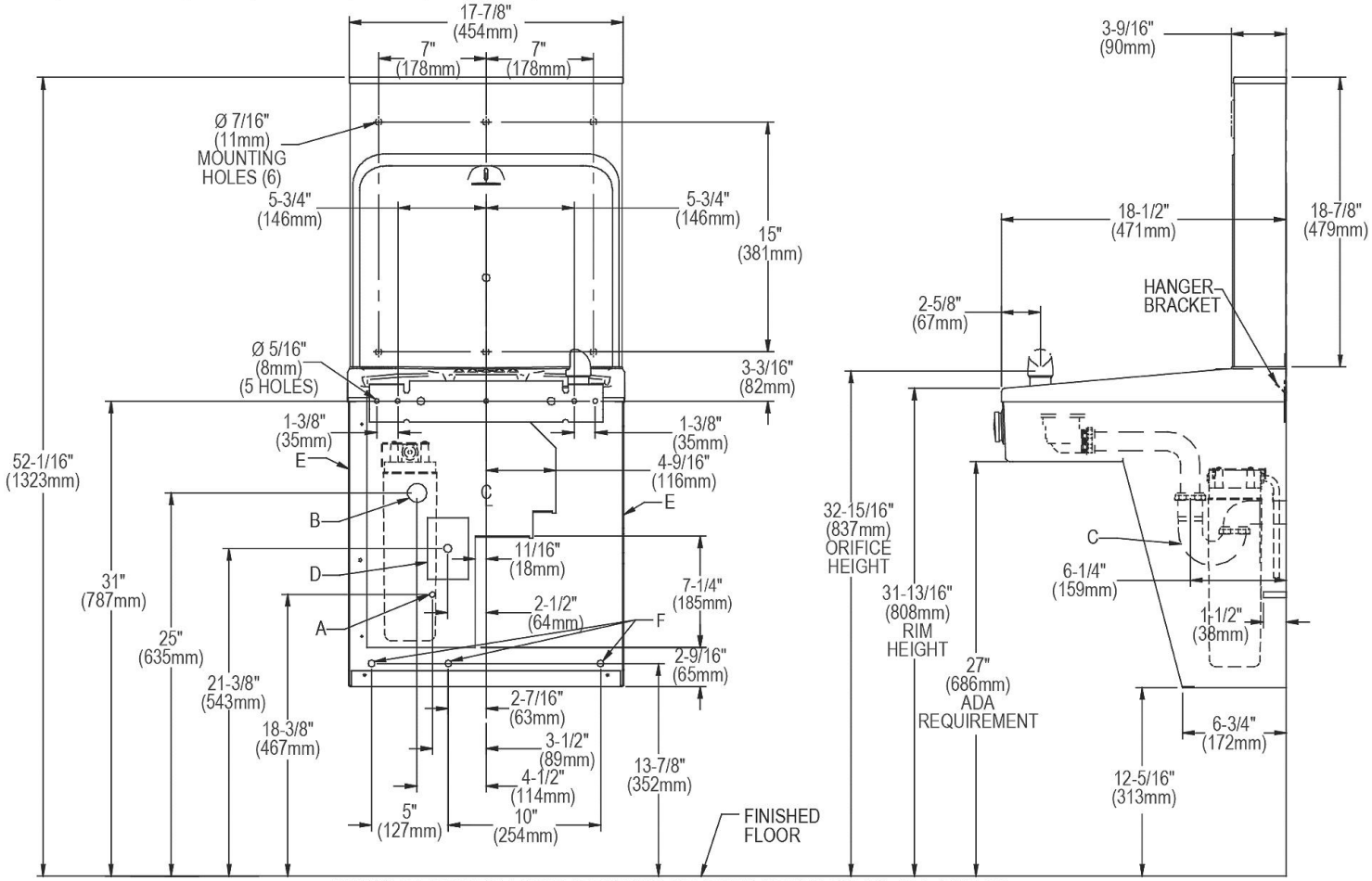


WaterSentry® Plus Filter System

OPERATION OF QUICK CONNECT FITTINGS



Pushing tube in before pulling it out helps to release tube



LEGEND: REDUCE HEIGHT BY 3 INCHES FOR INSTALLATION OF CHILDRENS ADA COOLER
A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.
B = Recommended Waste Outlet location. To accommodate 1-1/4" nominal drain. Drain stub 2" (51mm) out from wall.
C = 1-1/4" Trap (not furnished).
D = Electrical Supply (3) Wire Recessed Box Duplex Outlet.
E = Insure proper ventilation by maintaining 6" (152mm) minimum clearance from cabinet louvers to wall.
F = 7/16" (11mm) Bolt Holes for fastening to wall.
Note : New Installations Must Use Ground Fault Circuit Interrupter (GFCI). It is highly recommended that the circuit be dedicated and the load protection be sized for 20 amps.

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

© 2019

ROUGH-HOUSE™

RHL712D SERIES

PROJECT INFORMATION

Job Name _____

Fixture Type _____

Catalog Number _____

Approved by _____

PRODUCT FEATURES:

» Surface wall mount – 7"W×13"H×3"D

» 18-gauge cold rolled steel housing

» UV-Stabilized high impact polycarbonate lens

» ADA Compliant

» One year guarantee

SPECIFICATIONS

HOUSING: 18-gauge CRS. TGIC polyester powder coat finished – 5-step pre-treatment.

LENS: UV-stabilized, high impact pearlescent polycarbonate. Smooth exterior, linear prismatic interior. Nominal thickness .156". Lens locked in place with tamper-resistant stainless steel Torx® with center pin fasteners.

END CAPS/BANDS: High impact resistant injection molded black or white polycarbonate.

HARDWARE: Two stainless steel, tamper-resistant Torx fasteners.

ELECTRICAL: Available in 3500K, 4000K, and 5000K color temperatures, 80 CRI. 120-277VAC, 50/60Hz electrical input with high power factor electronic, constant-current driver (>.90 PF). Standard 0-10V dimming with 1-100% range; maximum driver source of 200 µA.

INSTALLATION: Standard four-point mounting required for One Year Guarantee. For surface conduit installation, end cap interior is provided with drill points for field drilling.

PHOTOMETRICS: Photometry tested to the IESNA LM-79-08 standard by an ILAC/ISO17025 accredited laboratory. For additional photometric data, please go to www.kenall.com.

WARRANTY: Limited five (5) year LED warranty.

LISTINGS: Luminaire is certified to UL Standards by Intertek Testing Laboratory for Damp Location. ADA compliant.

LED ADA

ORDERING INFORMATION (Ex: RHL712D-MW-PP-20L40K-DV)

Model	Finish	Lens Type	Lamp Type	Voltage	Options
RHL712D				**DV**	

Finish
MW Matte White
MB Matte Black

Lens
PIA Pearlescent High Impact Acrylic
PP Pearlescent Polycarbonate

Lamp Type
10L35K 10 Watt 3500K LED
10L40K 10 Watt 4000K LED
10L50K 10 Watt 5000K LED
20L35K 20 Watt 3500K LED
20L40K 20 Watt 4000K LED
20L50K 20 Watt 5000K LED

Voltage
DV 120-277 Volts

Options
FS Single Fuse & Holder
PH Phillips Head Lens Retention Screw

This product complies with the Buy American Act: manufactured in the United States with more than 50% of the component cost of US origin. It may be covered by patents found at www.kenall.com/patents.Content of specification sheets is subject to change; please consult www.kenall.com for current product details. ©2019 Kenall Mfg.Co.

ROUGH-HOUSE™

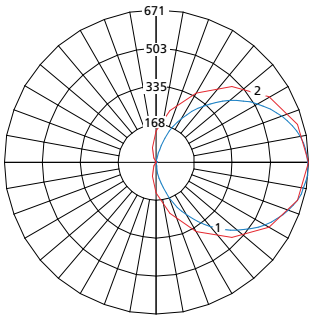
RHL712D SERIES

PERFORMANCE

Lamp Type	Initial Delivered Lumens @ 25°C	Efficacy (lm/W)	Input Power (W)	Drive Current (mA)	Estd. L_{70} LED Life (Hrs)
10L35K	1109	84	13	94	85,000
10L40K	1109	84	13	94	85,000
10L50K	1209	91	13	94	85,000
20L35K	2140	89	24	94	65,000
20L40K	2140	89	24	94	65,000
20L50K	2333	97	24	94	65,000

Information subject to change. Visit www.kenall.com for IES files and additional information.

Model: RHL712D-MW-PP-20L40K-DV

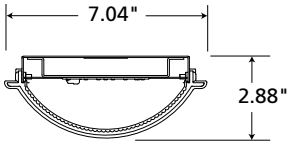


Max Candela = 671 Located At Horizontal Angle = 0, Vertical Angle = 87.5

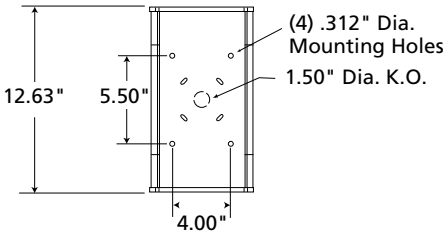
1 - Vertical Plane Through Horizontal Angles (0-180) (Through Max. Cd.)
2 - Horizontal Cone Through Vertical Angle (87.5) (Through Max. Cd.)

DIMENSIONAL DATA

CROSS SECTION



MOUNTING HOLES



This product complies with the Buy American Act: manufactured in the United States with more than 50% of the component cost of US origin. It may be covered by patents found at www.kenall.com/patents.Content of specification sheets is subject to change; please consult www.kenall.com for current product details. ©2019 Kenall Mfg.Co.