



## ASSOCIATION and METROPOLITAN DISTRICT

### Budget & Finance Committee

#### Agenda

Monday, July 17, 2023

10:00 a.m.

**Committee Members:** Chair Terry Hostetler, Bill Archambault, Ray Nash, Craig Baldwin, Randy Lane, Richard Ferguson, John Recob, and Bev Havens

**Staff:** Jon Rea (CEO) and Jerry Counts (CFO)

1. Call meeting to order. Welcome guests. Chair's comments.
2. Changes or Additions to Budget & Finance Committee Report: June 16, 2023
3. **Monthly Operating Analysis Review** – June 2023
4. **Subcommittee and Other Reports:**
  - a. Audit Subcommittee (Bev Havens) – June 26, 2023, Report
  - b. Insurance Subcommittee (Randy Lane)
  - c. Capital Program Subcommittee (John Recob) June 22, 2023, Report
  - d. Investment (Terry Hostetler)
5. **Unfinished Business**
6. **New Business**
  - a. Discuss KeyBank Insured Cash Sweep Account (Jerry Counts)
  - b. Discuss Capital Program
  - c. Recommend Parking Structure Maintenance Plan – PS#1 & 3 (\$982,141.55)
  - d. Recommend Plumbing Infrastructure – B201 Construction Management and Advisory Services (\$66,180)
  - e. Recommend Emergency Repair of Building 243 Fire Main Leak (\$43,193.70)
  - f. Recommend Replacement of Toro Workman #513 and #515 (\$88,619)
  - g. Recommend Purchasing a New Vehicle for the Security Department (\$36,225)
  - h. Recommend Purchasing a Used Vehicle for the Security Department (\$19,713)
  - i. Recommend Increasing HGA Property Value and Earthquake Coverage for Insurance Renewal Period 2023-2024
  - j. Discuss Charging Stations at Heather Gardens (Richard Ferguson)
7. Members of the audience wishing to speak on non-agenda items. Time limit-3 minutes.
8. **Adjournment**

Members of the audience wishing to speak on agenda items will be recognized to tell when an agenda item is being addressed.

The next Budget and Finance Committee meeting will be Monday, August 14, 2023 at 10 a.m.

# HEATHER GARDENS ASSOCIATION

## Budget Exceptions Report

Through: 6/30/2023

	YTD ACTUAL	YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% Variance from Budget	Annual Budget	% of Annual Budget Spent
<b>OPERATIONS</b>						
Assessment Income - 2023	\$ 5,816,245	\$ 5,814,948	\$ 1,297	0.02%	\$ 11,629,896	50%
Planned Deficit from Oper Reserve	\$ -	\$ 150,000	\$ (150,000)	-100.00%	\$ 300,000	0%
Assessment Surplus - 2021	\$ 16,092	\$ 16,092	\$ -	0.00%	\$ 32,184	50%
Misc Income	\$ 214,098	\$ 74,168	\$ 139,930	188.67%	\$ 147,936	145%
<b>Total Income</b>	<b>\$ 6,046,435</b>	<b>\$ 6,055,208</b>	<b>\$ (8,773)</b>	<b>-0.14%</b>	<b>\$ 12,110,016</b>	<b>50%</b>
<b>Expenses:</b>						
General	\$ 2,327,032	\$ 2,390,793	\$ 63,761	2.67%	\$ 5,142,805	45%
Custodial	\$ 234,653	\$ 255,554	\$ 20,901	8.18%	\$ 496,677	47%
Contracts	\$ 125,610	\$ 157,611	\$ 32,001	20.30%	\$ 319,377	39%
Maintenance	\$ 1,219,880	\$ 1,318,167	\$ 98,287	7.46%	\$ 2,600,509	47%
Administration	\$ 651,892	\$ 723,502	\$ 71,610	9.90%	\$ 1,360,507	48%
Paint	\$ 180,126	\$ 184,762	\$ 4,636	2.51%	\$ 366,217	49%
Roads & Grounds	\$ 631,964	\$ 633,970	\$ 2,006	0.32%	\$ 1,267,900	50%
Security	\$ 280,546	\$ 327,547	\$ 47,001	14.35%	\$ 656,025	43%
Interest Expense	\$ 222	\$ -	\$ (222)		\$ -	
<b>Total Expenses</b>	<b>\$ 5,651,925</b>	<b>\$ 5,991,906</b>	<b>\$ 339,981</b>	<b>5.67%</b>	<b>\$ 12,210,017</b>	<b>46%</b>
<b>Net Operating Income/(Loss)</b>	<b>\$ 394,510</b>	<b>\$ 63,302</b>	<b>\$ 331,208</b>		<b>\$ (100,001)</b>	
<b>CAPITAL RESERVES</b>						
Capital Reserve Income	\$ 2,124,181	\$ 2,124,347	\$ (166)	-0.01%	\$ 4,248,694	50%
Interest Income	\$ 116,969	\$ 34,518	\$ 82,451	238.86%	\$ 74,300	157%
Capital Expenditures	\$ 809,028	\$ 2,000,050	\$ 1,191,022	59.55%	\$ 5,382,929	15%
Less Insurance Fund Income/(Expense)	\$ -	\$ -	\$ -			
<b>Net Capital Reserve Income</b>	<b>\$ 1,432,122</b>	<b>\$ 158,815</b>	<b>\$ 1,273,307</b>	<b>801.75%</b>	<b>\$ (1,059,935)</b>	
<b>GRAND TOTALS</b>	<b>\$ 1,826,632</b>	<b>\$ 222,117</b>	<b>\$ 1,604,515</b>	<b>722.37%</b>	<b>\$ (1,159,936)</b>	



# HEATHER GARDENS ASSOCIATION

## Budget Exceptions Report

Through: **6/30/2023**

### Executive Summary

<u>FHA - Key Requirements</u>	FHA - Req	HGA Actual
Percent of units that cannot be 60 days or more delinquent	15% (or 364 units)	1.15% (or 28 units)
Percent of operating revenue must be allocated to Capital Reserve	10%	24%
Percent owner-occupied units	50%	85.0%
Fidelity Bond equals 3 months of assessments plus capital reserve	\$ 15,928,285	\$ 15,000,000

<u>Capital Reserve Balance</u>	<u>6/30/2023</u>
Deferred Capital Reserve Liability (pg 9)	\$ 5,043,745
Capital Reserve Equity (pg 9)	5,047,448
Current Year Cap. Reserve Surplus (pg 13)	1,432,123
<b>Total Capital Reserve Balance</b>	<b>\$ 11,523,316</b>

	YTD ACTUAL	YTD BUDGET	VARIANCE	% Variance from Budget	Annual Budget	% of Annual Budget Spent
<b>Income Summary</b>	\$ 6,046,435	\$ 6,055,208	\$ (8,773)	-0.14%	\$ 12,110,016	50%

<b>Expense Summary</b>	\$ 5,651,925	\$ 5,991,906	\$ 339,981	5.67%	\$ 12,210,017	46%
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<b>Overall Expenses</b>	
<b>General</b>	A411.0, Planned Deficit, in the revenue section, is for the 2023 budgeted use of \$300k from the Operating Reserve. Higher interest rates continue to bolster our investment earnings and increase our income tax expense, as shown in accounts A404.2 and A626. Total utilities and property insurance were under budget by \$42.4K for the month, mainly driven by lower water and sewer costs. A652.1 for June exceeded budget by \$17.1K due to \$24.5K for repairs from supply line leaks and a failed baseboard heater, plus \$14.1K for water mitigation from the heavy rains.
<b>Custodial</b>	June costs were below budget by \$4.3K. YTD costs are nearly \$21K below budget.
<b>Contracts</b>	The Resident Renovation Insurance Manager was hired at the end of June.
<b>Maintenance</b>	June labor costs were over budget by \$9.2K because of lower charge-outs to departments and billable work for residents. This overage was offset by OPX costs being below budget by \$10.7K.
<b>Administration</b>	June costs were below budget by nearly \$5.5K. YTD costs are \$71.6K below budget.
<b>Paint</b>	June costs were below budget by \$4.1K due to lower paint supply costs.
<b>Roads &amp; Grounds</b>	June costs exceeded budget by \$6.1K due to \$2.9K in normal monthly PTO adjustment and \$1.6K in higher PT wages. Also, roll-off costs exceeded the budget by \$2.3K due to higher clean-up debris than budgeted.
<b>Security</b>	June costs exceeded budget by \$3.2K due to extra holiday pay and hourly rates being 5% higher due to benchmarking adjustments done in late 2022. The security manager departed on June 23. The new manager will start July 17. YTD costs are \$47K below budget.

**HGA MONTHLY CAPITAL RESERVE REPORT FOR PERIOD ENDING:**

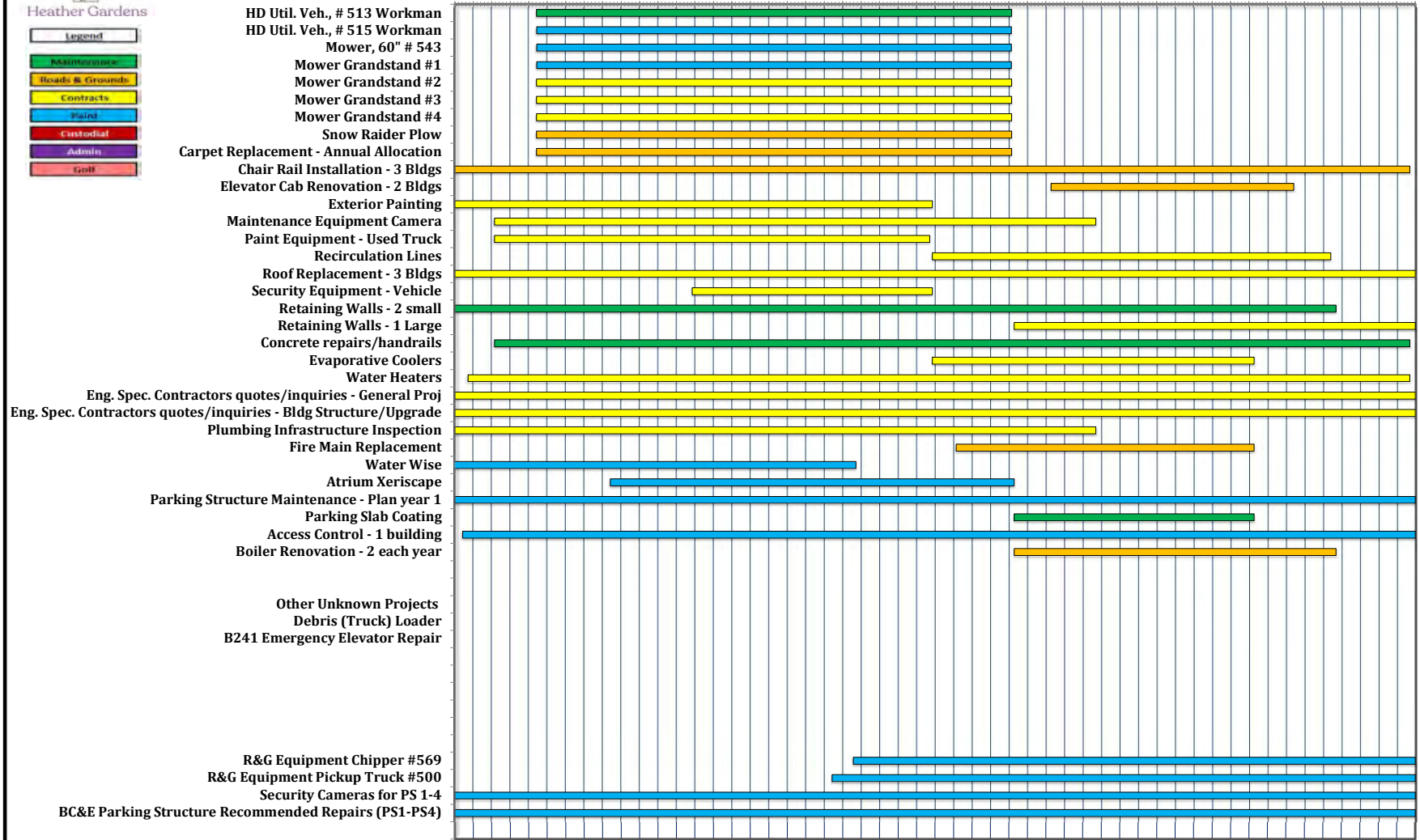
**June 2023**

STATUS	PROJECT OWNER	DEPT.	2023 APPROVED PROJECTS	ACCT	2023 APPROVED BUDGET AMOUNT	2023 SIGNED CONTRACT AMOUNT	% VAR	START DATE	FINISH DATE	#Days	2023 INVOICES PAID	UNDER/ (OVER) CONTRACT AMOUNT	% VAR FROM CONTRACT	UNDER / (OVER) BUDGET	PROJECT Notes / Comments
					A	B				D	B-C-D	A-C-D			
In Process	Matt	R&G	HD Util. Veh., # 513 Workman	F810	\$35,000		-100%	02/01/23	07/31/23	180		\$0	#DIV/0!	\$35,000	7/5/23 - Submitting for MC approval in July 2023
In Process	Matt	R&G	HD Util. Veh., # 515 Workman	F811	\$35,000		-100%	02/01/23	07/31/23	180		\$0	#DIV/0!	\$35,000	7/5/23 - Submitting for MC approval in July 2023.
Completed	Matt	R&G	Mower, 60" # 543	F812	\$18,000	\$14,779	-18%	02/01/23	07/31/23	180	\$14,266	\$513	-3%	\$3,734	5/2/23 - Mower Received
Completed	Matt	R&G	Mower Grandstand #1	F813	\$12,000	\$8,373	-30%	02/01/23	07/31/23	180	\$10,766	(\$2,394)	29%	\$1,234	5/2/23 - Mower Received
Completed	Matt	R&G	Mower Grandstand #2	F814	\$12,000	\$8,373	-30%	02/01/23	07/31/23	180	\$9,028	(\$656)	8%	\$2,972	5/2/23 - Mower Received
Completed	Matt	R&G	Mower Grandstand #3	F815	\$12,000	\$9,315	-22%	02/01/23	07/31/23	180	\$9,711	(\$396)	4%	\$2,289	5/2/23 - Mower Received
Completed	Matt	R&G	Mower Grandstand #4	F816	\$12,000	\$9,315	-22%	02/01/23	07/31/23	180	\$9,711	(\$396)	4%	\$2,289	5/2/23 - Mower Received
In Process	Matt	R&G	Snow Raider Plow	F817	\$13,455		-100%	02/01/23	07/31/23	180		\$0	#DIV/0!	\$13,455	2/3/23 - Researching
In Process	Don	Contracts	Carpet Replacement - Annual Allocation	F818	\$198,720	\$183,958	-7%	02/01/23	07/31/23	180	\$96,779	\$87,179	-47%	\$101,941	6/5/23 - Carpet Contractor started their work. Replacement is scheduled to go through 7/31/23
In Process	Jon H	Contracts	Chair Rail Installation - 3 Bldgs	F819	\$86,940	\$82,593	-5%	01/01/23	12/29/23	362	\$38,332	\$44,261	-54%	\$48,608	7/5/23 - B221 is expected to be finished by the end of July 2023. B 222 will begin following B221's completion.
not-started	Jon H	Contracts	Elevator Cab Renovation - 2 Bldgs	F820	\$47,508		-100%	08/15/23	11/15/23	92		\$0	#DIV/0!	\$47,508	6/30/23 - Conducted elevator cab inspection. Compiling information and determining which cab(s) need replacement.
Completed	Don	Contracts	Exterior Painting	F821	\$77,200	\$79,500	3%	01/01/23	07/01/23	181	\$87,400	(\$7,900)	10%	(\$10,200)	7/5/23 - DCC completed their work. Project is completed.
In Process	Manny	Maint.	Maintenance Equipment Camera	F822	\$11,432		-100%	01/16/23	09/01/23	228		\$0	#DIV/0!	\$11,432	6/5/23 - the type of camera has been determined, and we are now collecting pricing.
Completed	Manny	Paint	Paint Equipment - Used Truck	F823	\$37,013	\$29,116	-21%	01/16/23	06/30/23	165	\$29,455	(\$339)	1%	\$7,558	5/2/23 - Vehicle and added shelving has been installed. Project is Completed.
not-started	Jon H	Contracts	Recirculation Lines	F824	\$24,840		-100%	07/01/23	11/29/23	151		\$0	#DIV/0!	\$24,840	2/21/23 - Board approved in Feb.
In Process	Don	Contracts	Roof Replacement - 3 Bldgs	F825	\$1,707,750	\$1,723,602	1%	01/01/23	12/31/23	364	\$333,984	\$1,389,618	-81%	\$1,373,766	7/5/23 - B215 Roof is complete. Contractor is installing new downspouts and is expected to be completed 7/14/23. B241 Roof Replacement is scheduled to start on 7/6/23.
In Process	TJ	Security	Security Equipment - Vehicle	F826	\$36,225		-100%	04/01/23	07/01/23	91		\$0	#DIV/0!	\$36,225	5/2/23 - Capital Expenditure was submitted to the SEC Committee for approval.
In Process	Matt	R&G	Retaining Walls - 2 small	F827	\$24,840		-100%	01/01/23	12/01/23	334		\$0	#DIV/0!	\$24,840	7/5/23 - Received (1) price. Looking to receive (2) more.
not-started	Jon H	Contracts	Retaining Walls - 1 Large	F828	\$103,500		-100%	08/01/23	12/31/23	152		\$0	#DIV/0!	\$103,500	7/5/23 - Received (1) price. Looking to receive (2) more.
In Process	Jon H	Contracts	Concrete repairs/handrails	F829	\$238,050	\$238,050	0%	01/16/23	12/29/23	347	\$35,331	\$202,719	-85%	\$202,719	2/21/23 - Board approved in Feb.
not-started	Jon H	Contracts	Evaporative Coolers	F830	\$20,700		-100%	07/01/23	10/31/23	122		\$0	#DIV/0!	\$20,700	7/5/23 - researching
In Process	Jon H	Contracts	Water Heaters	F831	\$82,800		-100%	01/06/23	12/29/23	357		\$0	#DIV/0!	\$82,800	6/5/23 - B216 Water Heater installation scheduled for 6/12/23
not-started	Don	Contracts	Eng. Spec. Contractors quotes/inquiries - General Proj	F832	\$25,875		-100%	01/01/23	12/31/23	364		\$0	#DIV/0!	\$25,875	2/3/23 - As needed
not-started	Don	Contracts	Eng. Spec. Contractors quotes/inquiries - Bldg Structure/Upgrade	F833	\$25,875		-100%	01/01/23	12/31/23	364		\$0	#DIV/0!	\$25,875	2/3/23 - As needed
In Process	Don	Contracts	Plumbing Infrastructure Inspection	F834	\$150,000		-100%	01/01/23	09/01/23	243		\$0	#DIV/0!	\$150,000	7/5/23 - Submitting Bergeman Group's proposal in the July 2023 MC Meeting.
In Process	Jon H	Contracts	Fire Main Replacement	F835	\$36,225		-100%	07/10/23	10/31/23	113		\$0	#DIV/0!	\$36,225	7/5/23 - B243 Fire Main Replacement is scheduled to start on 7/10/23. Capital Expenditure to be included within the July 2023 MC Meeting.
Completed	Matt	Contracts	Water Wise	F836	\$51,750	\$24,990	-52%	05/01/22	06/02/23	397	\$22,492	\$2,498	-10%	\$29,258	7/5/23 - project is complete.
In Process	Don	Contracts	Atrium Xeriscape	F837	\$72,450		-100%	03/01/23	08/01/23	153		\$0	#DIV/0!	\$72,450	7/5/23 - Received board approval in June 2023. Released Building Envelope Consultants to start repair designs. Met with Engineer on 7/3/23.
In Process	Don	Contracts	Parking Structure Maintenance - Plan year 1	F838	\$1,004,392		-100%	01/01/23	12/31/23	364		\$0	#DIV/0!	\$1,004,392	7/5/23 - Submitting for approval to move forward with Restruction in July MC meeting. Restruction said they can start the work in October 2023.

**HGA MONTHLY CAPITAL RESERVE REPORT FOR PERIOD ENDING:**

**June 2023**

STATUS	PROJECT OWNER	DEPT.	2023 APPROVED PROJECTS	ACCT	2023 APPROVED BUDGET AMOUNT	2023 SIGNED CONTRACT AMOUNT	% VAR	START DATE	FINISH DATE	#Days	2023 INVOICES PAID	UNDER/ (OVER) CONTRACT AMOUNT	% VAR FROM CONTRACT	UNDER / (OVER) BUDGET	PROJECT Notes / Comments
					A	B				D	B-C-D	A-C-D			
not-started	Jon H	Contracts	Parking Slab Coating	F839	\$62,100		-100%	08/01/23	10/31/23	91		\$0	#DIV/0!	\$62,100	
In Process	Jon H	Contracts	Access Control - 1 building	F840	\$46,575		-100%	01/04/23	12/31/23	361		\$0	#DIV/0!	\$46,575	5/2/23 - Waiting on Securitas, Dark Horse, ADP and J7 to submit pricing.
not-started	Jon H	Contracts	Boiler Renovation - 2 each year	F841	\$124,200		-100%	08/01/23	12/01/23	122		\$0	#DIV/0!	\$124,200	
<b>TOTAL 2023 FUNDED PROJECTS</b>					<b>\$4,446,415</b>	<b>\$2,411,964</b>	<b>-46%</b>				<b>\$697,255</b>	<b>\$1,714,709</b>	<b>-71%</b>	<b>\$3,749,160</b>	
<b>2023 CONTINGENCY PROJECTS</b> <small>Future event or circumstance which is possible, but cannot be predicted with certainty</small>															
			<b>Other Unknown Projects</b>	<b>F842.1 - F842.9</b>	<b>\$285,643</b>								#DIV/0!	\$285,643	
Completed	Matt	R&G	Debris (Truck) Loader	F842.1	\$10,800	\$10,800	0%			0	\$ 10,881	(\$81)	1%	(\$81)	4/5/23 - Purchased and Delivered Project is Complete.
Completed	Jon H	Contracts	B241 Emergency Elevator Repair	F842.2	\$14,057	\$14,057	0%			0	\$ 14,057	\$0	0%	\$0	2/21/23 - Board approved in Feb.
										0					
<b>TOTAL 2023 CONTINGENCY PROJECTS</b>					<b>\$310,500</b>	<b>\$24,857</b>					<b>\$24,938</b>	<b>(\$81)</b>	<b>\$0</b>	<b>\$285,562</b>	
<b>TOTAL 2023 CAPITAL RESERVE FUNDS</b>					<b>\$4,756,915</b>	<b>\$2,436,821</b>					<b>\$722,193</b>	<b>\$1,714,628</b>	<b>-70%</b>	<b>\$4,034,722</b>	
<b>2022 PROJECTS TO BE COMPLETED IN 2023</b>															
In Process	Matt	R&G	R&G Equipment Chipper #569	F787	\$20,188		-100%	06/01/23	12/31/23	213		\$0	#DIV/0!	\$20,188	2/3/23 - Approx \$34k short from budget amount. Will allocate excess from Contingency.
In Process	Matt	R&G	R&G Equipment Pickup Truck #500	F788	\$51,330		-100%	05/24/23	12/31/23	221		\$0	#DIV/0!	\$51,330	4/5/23 - Dealership confirmed the truck is being built.
In Process	Don	Contracts	Security Cameras for PS 1-4	F807.8	\$54,496		-100%	01/01/23	12/31/23	364		\$0	#DIV/0!	\$54,496	5/2/23 - waiting on Securitas, ADP, J7 and Dark Horse to provide pricing.
In Process	Don	Contracts	BC&E Parking Structure Recommended Repairs (PS1-PS4)	F801	\$500,000	\$392,237	-22%	01/01/23	12/31/23	364	\$86,836	\$305,401	-78%	\$413,164	5/12/23 - BC&E released bid documents to interested structural concrete contractors. Pre bid walk-through was held on 5/24/23. Contractors bids are due to the engineer by 6/12/23.
<b>TOTAL PRIOR YEAR PROJECTS</b>					<b>\$626,014</b>	<b>\$392,237</b>					<b>\$86,836</b>	<b>\$305,401</b>	<b>-78%</b>	<b>\$539,178</b>	
<b>GRAND TOTAL PER BUDGET</b>					<b>\$5,382,929</b>	<b>\$2,829,058</b>					<b>\$809,028</b>	<b>\$2,020,030</b>	<b>-71%</b>	<b>\$4,573,901</b>	
<b>PROJECTS TARGETED FOR COMPLETION IN 2023 BUT NOT IN THE PUBLISHED BUDGET</b>															
<b>TOTAL PRIOR YEAR PROJECTS NOT BUDGETED IN 2023</b>					<b>\$0</b>	<b>\$0</b>					<b>\$0</b>	<b>\$0</b>	<b>#DIV/0!</b>	<b>\$0</b>	
<b>GRAND TOTAL</b>					<b>\$5,382,929</b>	<b>\$2,829,058</b>					<b>\$809,028</b>	<b>\$2,020,030</b>	<b>-71%</b>	<b>\$4,573,901</b>	



Heather Gardens Association  
Investments  
06/30/23

Bank	Yield	Maturity	Principal	Fund	G/L Acct.
Raymond James - Cash/Interest Receivable/Investments - Operating Account	4.54%		\$ 258,960	Operating	A106/A106.05/A107.2/A115.1
KeyBanc Capital Mkts - Money Market - Federated Hermis Govt Oblig SS	4.70%		\$ 4,873,799	Operating	A108
Federal Home LN BKS 5.25%	5.15%		\$ 2,034,708	Operating	A108.01/A115.1
<b>TOTAL - OPERATING ACCT - CASH/INVESTMENTS</b>			<b>\$ 7,167,467</b>		
	0.555% -				
Raymond James - Cash/Interest Receivable/Investments - Capital Reserve	4.607%		\$ 5,462,128	Capital	A106.1/A106.11/A107.3/A107.4/A115.2/A115.3
Key Bank Capital Reserve Savings			\$ 3,419	Capital	A107
KeyBanc Capital Mkts - Money Market - Federated Hermis Govt Oblig SS	4.70%		\$ 3,949,478	Capital	A107.01
Federal Home LN BKS 5.25%	5.15%		\$ 2,034,708	Capital	A107.02/A115.2
<b>TOTAL CAPITAL RESERVE INVESTMENTS - CASH/INVESTMENTS</b>			<b>\$ 11,449,733</b>		
<b>TOTAL INVESTMENTS</b>			<b>\$ 18,617,200</b>		

HGA Detail of Investments

HGA INVESTMENTS - 6/30/2023				Accrued			= Short-Term/Current Assets		
		Face/Maturity	Amount	Interest	Premium	Maturity	Purchased	Accrued	
	YTM	Value	Invested	Purchased	Paid	Date	Date	Earnings	
<b>Purchases</b>									
CITIBANK NA SEMI-ANNUAL 3.3000 %	0.651%	200,000.00	218,843.59	2,549.59	16,294.00	8/24/2023	7/10/2020		
COMENITY CAPITAL BANK MONTHLY 3.3500 %	0.700%	100,000.00	108,730.92	-	8,730.92	10/17/2023	6/15/2020		
DISCOVER BK SEMI-ANNUAL 3.2000 %	0.590%	203,000.00	221,433.97	355.95	18,078.02	1/16/2024	7/31/2020		
GE MONEY BANK SEMI-ANNUAL 3.3000 %	0.837%	145,000.00	159,274.92	878.34	13,396.58	4/11/2024	6/15/2020		
GOLDMAN SACHS BANK USA SEMI-ANNUAL 2.8000 %	0.892%	140,000.00	150,676.64	579.95	10,096.69	4/24/2024	6/15/2020		
GOLDMAN SACHS BANK USA SEMI-ANNUAL 3.3000 %	0.846%	100,000.00	110,024.94	1,383.29	8,641.65	1/16/2024	6/15/2020		
MORGAN STANLEY BANK, NA SEMI-ANNUAL 3.4500 %	0.755%	100,000.00	109,409.25	444.25	8,965.00	11/1/2023	6/15/2020		
MORGAN STANLEY PRIVATE BANK NA SEMI-ANNUAL 3.1000 %	0.837%	158,000.00	172,618.87	1,945.78	12,673.09	1/24/2024	6/15/2020		
WELLS FARGO BANK NA MONTHLY 3.1000 %	0.740%	200,000.00	216,714.99	16.99	16,698.00	2/13/2024	7/10/2020		
CITY NB LOS ANGELES, CD SEMI-ANNUAL 4.5000 %	4.281%	245,000.00	246,418.22	422.88	995.34	1/13/2025	1/23/2023		
UBS BANK CD MONTHLY 4.5000 %	4.421%	245,000.00	245,548.73	181.23	367.50	1/21/2025	1/23/2023		
AMEX NATIONAL BANK SALT LAKE CITY, CD SEMI-ANNUAL 4.9000 %	4.150%	245,000.00	251,910.09	2,072.10	4,837.99	11/24/2025	1/23/2023		
STATE BANK & TRUST CD SEMI-ANNUAL 4.3000 %	4.405%	245,000.00	244,510.00	-	(490.00)	1/27/2025	1/24/2023		
MANUFACTURERS & TRADERS TC CD SEMI-ANNUAL 4.5000 %	4.606%	245,000.00	244,510.00	-	(490.00)	1/31/2025	1/25/2023		
AMERICAN NATIONAL BANK CD MONTHLY 4.4000 %	4.400%	245,000.00	245,206.74	206.74	(0.00)	1/23/2025	1/26/2023		
BMW BANK OF NORTH AMERICA CD 4.5% SEMI-MONTHLY	4.500%	245,000.00	245,151.03	151.03	-	4/14/2027	4/17/2023		
CAPITAL ONE BANK CD 4.95% SEMI-MONTHLY	4.298%	230,000.00	239,716.33	4,803.53	4,912.80	11/16/2026	4/17/2023		
MINNWEST BANK CD MV 4.5% MONTHLY	4.607%	115,000.00	114,726.87	70.89	(344.02)	5/18/2026	5/18/2023		
MORGAN STANLEY BANK, NA SALT LAKE CITY, CD SEMI-ANNUAL 4.2500 %	4.178%	100,000.00	100,269.86	69.86	200.00	2/2/2026	2/6/2023		
US TREASURY NOTES 2.125% 7/31/2024	3.224%	316,000.00	309,235.63	3,172.00		7/31/2024	7/20/2022		
US TREASURY NOTES 2.375% 8/15/2024	3.011%	245,000.00	241,913.77	2,587.90		8/15/2024	7/25/2022		
US TREASURY NOTES 2.375% 8/15/2024	3.188%	109,000.00	107,301.13	14.07		8/15/2024	8/16/2022		
US TREASURY NOTES 4.25% 9/30/2024	4.539%	100,000.00	99,464.84	233.52		9/30/2024	10/19/2022	40,114.79	All CDs and Bonds
Raymond James Bank Deposit Program		2,576.14							
Money Market - FIMM Treasury only	4.580%	50,722.61					10/26/2022	200.09	
Money Market - Goldman Sachs Financial Square Treasury Instruments		-					10/26/2022	-	
		4,329,298.75	4,403,611.33	22,139.89	123,563.56			40,314.88	A115.2
		A106.1/A106.11/A107.4							
<b>HGA OPERATING RJ ACCT 8380</b>									
Raymond James Bank Deposit Program - Savings		0.00							
US TREASURY NOTES 4.25% 9/30/2024	4.535%	235,000.00	233,760.74	548.76		9/30/2024	10/19/2022	2,483.23	A115.1
		A106/A106.05							
<b>Total CD's and US Treasury ACCT C650 &amp; 8380</b>		4,564,298.75	4,637,372.07	22,688.65	123,563.56				

HGA Detail of Investments

CAPITAL RESERVE RJ ACCT 502 - ANNUITIES		Current Value	Previous Month Value	Current Month Earnings	Amount Invested	Year with 0% Penalty	Purchase Date		
FIDELITY & GUARANTY LEF INS CO F&G SECURE MYGA 3 YEAR (MVA)	3.350%	259,377.19	258,677.58	699.61	250,000.00	5/17/2025	5/17/2022		
FORETHOUGHT LIFE INSURANCE CO SECUREFORE V2	3.100%	258,916.80	258,267.93	648.87	250,000.00	5/6/2025	5/6/2022		
GREAT AMERICAN LIFE INSURANCE CO SECURE GAIN 3 MVA	2.900%	258,418.09	257,813.26	604.83	250,000.00	5/2/2025	5/2/2022		
MIDLAND NATIONAL LIFE INSURANCE CO MNL GUARANTEE PRO	2.250%	256,527.94	256,060.50	467.44	250,000.00	5/2/2025	5/2/2022		
<b>Total Annuities</b>		1,033,240.02	1,030,819.27	2,420.75	1,000,000.00				
		<a href="#">A106.1/A115.3</a>							
<b>CAPITAL RESERVE RJ ACCT 502</b>									
Raymond James Bank Deposit Program - Savings		59,274.01	<a href="#">A107.3</a>						
<b>Total ACCT 502</b>		1,092,514.03							
<b>HGA OPERATING RJ ACCT 875</b>									
Raymond James Bank Deposit Program - Savings		21,476.61	<a href="#">A107.2</a>						
<b>Total ACCT 875</b>		21,476.61							
<b>HGA OPERATING KEYBANC ACCT 3297</b>									
Federal Home LN BKS 5.25%	5.150%	2,000,000.00	<a href="#">A108.01</a>		1,920.00	3/1/2024		<a href="#">34,708.33</a>	<a href="#">A115.1</a>
KeyBanc Capital Mkts - Money Market - Federated Hermes Govt Oblig SS	4.700%	4,873,799.29	<a href="#">A108</a>		<a href="#">A108.011</a>				
<b>Total ACCT 3297</b>		6,873,799.29							
<b>HGA CAPITAL RESERVE KEYBANC ACCT 4345</b>									
Federal Home LN BKS 5.25%	5.150%	2,000,000.00	<a href="#">A107.02</a>		1,920.00	3/1/2024		<a href="#">34,708.33</a>	<a href="#">A115.2</a>
KeyBanc Capital Mkts - Money Market - Federated Hermes Govt Oblig SS	4.700%	3,949,477.98	<a href="#">A107.01</a>		<a href="#">A107.021</a>				
<b>Total ACCT 4345</b>		5,949,477.98							
<b>HGA CAPITAL RESERVE KEYBANC ACCT 5363</b>									
KeyBank Savings Account		3,418.71	<a href="#">A107</a>						
<b>Total ACCT 5363</b>		3,418.71							
<b>Total of all Investments (Agrees to Investment Summary on Prior Page)</b>		<b>\$ 18,617,200</b>							

	6/30/2023	5/31/2023	4/30/2023	12/31/2022
<b>CURRENT ASSETS</b>				
Operating Bank Account	25,184	74,284	39,888	5,136,327
Money Mkt - Key Bank Operating	6,875,079	6,675,944	6,297,528	0
Raymond James Operating Savings	21,477	21,472	21,465	16,802
Savings-Capital Reserve	3,419	4,227	4,439	4,713,310
Money Mkt - Key Bank Cap Res	5,950,758	5,840,862	5,726,012	0
Raymond James Cap Reserve Savings	59,274	50,983	38,864	8,597
Raymond James - Cap Reserve Investments	2,016,955	2,019,922	2,023,288	2,650,186
Assessment Receivables	53,713	53,007	63,389	70,275
Allow Doubtful Acct	(65,450)	(65,450)	(65,450)	(65,000)
A/R - Other	73,981	88,671	81,182	103,938
AR - Insurance Claim	0	0	0	17,218
Interest Receivable	112,215	84,358	69,623	31,022
Inventory	228,069	235,202	224,763	223,487
Prepaid Insurance	465,980	621,306	776,633	1,397,939
Prepaid Expenses	23,472	26,799	30,127	32,495
Due To/From Seville	2,805	3,448	555	425
Due To/From - HGMD	99,213	61,209	86,302	136,705
<b>TOTAL CURRENT ASSETS</b>	<b>15,946,144</b>	<b>15,796,245</b>	<b>15,418,608</b>	<b>14,473,726</b>
<b>LONG-TERM INVESTMENTS (more than 12 mos)</b>				
Raymond James - Operating Investments	234,204	234,152	234,098	233,889
Raymond James - Cap Reserve Investments	3,330,152	3,334,655	3,328,430	2,709,377
Int Rec RJ Cap Res Annuities	33,240	30,819	28,161	18,622
<b>TOTAL LONG-TERM INVESTMENTS</b>	<b>3,597,596</b>	<b>3,599,626</b>	<b>3,590,689</b>	<b>2,961,888</b>
<b>BUILDING, LAND &amp; EQUIPMENT</b>				
FF&E (Equipment & Furniture)	1,580,522	1,580,522	1,580,522	1,611,234
ROU Asset	12,902	14,189	15,273	19,811
Accumulated Depreciation FF&E	(1,311,572)	(1,311,572)	(1,311,572)	(1,339,725)
<b>TOTAL BUILDING, LAND &amp; EQUIPMENT</b>	<b>281,852</b>	<b>283,138</b>	<b>284,222</b>	<b>291,320</b>
<b>TOTAL ASSETS</b>	<b>19,825,592</b>	<b>19,679,009</b>	<b>19,293,520</b>	<b>17,726,935</b>
<b>CURRENT LIABILITIES</b>				
Accounts Payable Trade	185,159	65,605	53,817	91,495
ROU Liability	13,690	14,939	16,005	20,637
Accounts Pay Other/Taxes Payable	357,613	377,506	298,044	329,551
Prepaid Monthly Assessments	303,978	318,891	279,656	290,141
Deferred Capital Reserve Liability	5,043,745	5,043,745	5,043,745	5,043,745
Accrued Payroll	91,972	271,524	223,911	106,768
Accrued PTO	269,906	269,975	283,709	283,802
Excess Assessments 2021	16,094	18,776	21,458	32,186
Excess Assessments 2022	206,485	206,485	206,485	206,485
Deferred Revenue-Comcast	45,488	46,498	47,509	51,553
Six MO Impound Fund	5,377,179	5,348,560	5,314,204	5,184,401
Unearned Revenue	4,729	5,556	4,497	3,248
<b>TOTAL CURRENT LIABILITIES</b>	<b>11,916,037</b>	<b>11,988,061</b>	<b>11,793,041</b>	<b>11,644,012</b>
<b>TOTAL CURRENT &amp; LONG TERM LIABILITIES</b>	<b>11,916,037</b>	<b>11,988,061</b>	<b>11,793,041</b>	<b>11,644,012</b>
<b>FUND EQUITY</b>				
Capital Improvement Reserve	5,047,448	5,047,448	5,047,448	4,992,092
Operating Fund	1,035,475	1,035,475	1,035,475	1,194,014
Net/Income (Loss)	1,826,632	1,608,026	1,417,556	(103,184)
<b>Total Equity</b>	<b>7,909,555</b>	<b>7,690,949</b>	<b>7,500,479</b>	<b>6,082,923</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>19,825,592</b>	<b>19,679,009</b>	<b>19,293,520</b>	<b>17,726,935</b>



2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
Assessments	971,997	996,840	(24,843)	5,832,337	5,981,040	(148,703)	11,962,080
Interest Income	26,725	638	26,087	117,936	3,460	114,476	6,920
Late Charges to Residents	70	250	(180)	1,286	1,500	(214)	3,000
Interest from Residents	(5)	0	(5)	(95)	0	(95)	0
Laundry Comm	2,620	3,501	(882)	19,574	21,008	(1,434)	42,016
Misc Income	6,499	3,300	3,199	38,018	19,800	18,218	39,600
Comcast Revenue	1,011	1,000	11	34,661	26,000	8,661	52,000
Hea 'N Yon Profits	0	0	0	2,457	2,400	57	4,400
Vendor Disc Taken	63	0	63	262	0	262	0
<b>Total Revenue</b>	<b>1,008,980</b>	<b>1,005,530</b>	<b>3,450</b>	<b>6,046,435</b>	<b>6,055,208</b>	<b>(8,773)</b>	<b>12,110,016</b>
<b>EXPENSES</b>							
General	385,204	396,558	11,354	2,327,031	2,390,792	63,761	5,142,805
Custodial	33,337	37,630	4,293	234,653	255,554	20,901	496,677
Contracts	22,213	24,919	2,706	125,610	157,611	32,001	319,377
Maintenance	213,278	214,772	1,494	1,219,880	1,318,167	98,287	2,600,509
Administration	94,124	99,634	5,510	651,892	723,502	71,609	1,360,507
Paint	25,283	29,334	4,052	180,126	184,762	4,636	366,217
Roads & Grounds	104,287	98,187	(6,100)	631,964	633,970	2,006	1,267,900
Security	54,727	51,550	(3,177)	280,546	327,547	47,000	656,025
Interest Expense	31	0	(31)	222	0	(222)	0
<b>Total Expenses</b>	<b>932,485</b>	<b>952,585</b>	<b>20,101</b>	<b>5,651,925</b>	<b>5,991,906</b>	<b>339,981</b>	<b>12,210,016</b>
<b>Surplus (Deficit)</b>	<b>76,495</b>	<b>52,944</b>	<b>23,551</b>	<b>394,510</b>	<b>63,302</b>	<b>331,208</b>	<b>(100,000)</b>
<b>INSURANCE CLAIMS</b>							
Net Insurance	0	0	0	0	0	0	0
<b>RESERVES</b>							
Capital Rsv Revenue	378,551	360,965	17,586	2,241,150	2,158,865	82,285	4,322,994
Less Expenses	236,439	1,063,198	826,759	809,028	2,000,050	1,191,022	5,382,929
<b>Net Surplus (Deficit)</b>	<b>142,111</b>	<b>(702,233)</b>	<b>844,344</b>	<b>1,432,123</b>	<b>158,815</b>	<b>1,273,308</b>	<b>(1,059,935)</b>
<b>Net Income/(Loss)</b>	<b>218,606</b>	<b>(649,289)</b>	<b>867,895</b>	<b>1,826,632</b>	<b>222,117</b>	<b>1,604,515</b>	<b>(1,159,935)</b>

2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
<b>PAYROLL EXPENSES BY DEPT</b>							
Custodial	30,544	33,037	2,493	200,200	215,786	15,586	424,723
Contracts	21,479	24,483	3,004	122,566	154,500	31,934	312,154
Maintenance	136,427	127,182	(9,245)	757,628	806,897	49,269	1,592,637
Administration	84,970	89,258	4,288	513,675	573,725	60,051	1,133,292
Paint	23,093	23,839	747	150,596	150,749	153	298,086
Roads & Grounds	87,000	82,497	(4,503)	484,025	486,566	2,541	975,268
Security	51,999	48,698	(3,301)	265,108	308,155	43,047	614,945
<b>TOTAL PAYROLL EXPENSES</b>	<u>435,512</u>	<u>428,994</u>	<u>(6,518)</u>	<u>2,493,797</u>	<u>2,696,378</u>	<u>202,581</u>	<u>5,351,105</u>
<b>OPERATING EXPENSES BY DEPT</b>							
General	385,204	396,558	11,354	2,327,031	2,390,792	63,761	5,142,805
Custodial	2,793	4,593	1,800	34,453	39,768	5,315	71,954
Contracts	734	436	(298)	3,044	3,111	67	7,223
Maintenance	76,851	87,590	10,739	462,251	511,270	49,019	1,007,872
Administration	9,154	10,376	1,222	138,218	149,776	11,558	227,215
Paint	2,190	5,495	3,305	29,531	34,013	4,483	68,131
Roads & Grounds	17,287	15,690	(1,597)	147,939	147,404	(535)	292,632
Security	2,728	2,852	124	15,438	19,392	3,954	41,079
<b>TOTAL OPERATING EXPENSES</b>	<u>496,941</u>	<u>523,591</u>	<u>26,650</u>	<u>3,157,906</u>	<u>3,295,527</u>	<u>137,622</u>	<u>6,858,911</u>
<b>TOTAL PAYROLL &amp; OPERATING</b>	<u>932,454</u>	<u>952,585</u>	<u>20,132</u>	<u>5,651,703</u>	<u>5,991,906</u>	<u>340,203</u>	<u>12,210,016</u>

2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
<b>REVENUE SUMMARY</b>							
A404.2 Investment Income Operati	28,629	638	27,991	125,755	3,830	121,925	7,660
A404.2 Bank Charges	(1,744)	0	(1,744)	(6,827)	0	(6,827)	0
A404.3 Premium Amortization	(160)	0	(160)	(640)	0	(640)	0
A404.4 RJ Advis. Fees Operating	0	0	0	(352)	(370)	18	(740)
A408 Insurance	150,229	150,233	(4)	901,331	901,398	(67)	1,802,796
A408.4 Insurance Adj 2021	10,724	10,724	0	64,344	64,344	0	128,688
A409 Water & Sewer	124,915	124,907	8	749,416	749,442	(26)	1,498,884
A409.4 Water & Sewer Adj 2021	(16,907)	(16,907)	0	(101,442)	(101,442)	0	(202,884)
A410 Gas & Electric	115,897	115,896	1	695,515	695,376	139	1,390,752
A410.4 Gas & Elec Adj 2021	(3,718)	(3,718)	0	(22,308)	(22,308)	0	(44,616)
A411 Maintenance	578,274	578,122	152	3,469,982	3,468,732	1,250	6,937,464
A411.0 Planned Deficit	0	25,000	(25,000)	0	150,000	(150,000)	300,000
A411.4 Maintenance Adj 2021	12,583	12,583	0	75,498	75,498	0	150,996
A414 Late Charges to Residents	70	250	(180)	1,286	1,500	(214)	3,000
A414.5 Interest from Residents	(5)	0	(5)	(95)	0	(95)	0
A415 Laundry Commissions	2,620	3,501	(882)	19,574	21,008	(1,434)	42,016
A416 Miscellaneous Income	6,499	3,300	3,199	38,018	19,800	18,218	39,600
A416.2 Comcast Revenue	1,011	1,000	11	34,661	26,000	8,661	52,000
A417 Heather 'N Yon Profits	0	0	0	2,457	2,400	57	4,400
A418 Vendor Discounts Taken	63	0	63	262	0	262	0
<b>TOTAL REVENUE</b>	<b>1,008,980</b>	<b>1,005,530</b>	<b>3,450</b>	<b>6,046,435</b>	<b>6,055,208</b>	<b>(8,773)</b>	<b>12,110,016</b>
<b>ASSOC GENERAL EXPENSES</b>							
A622 Payment In Lieu Of Taxes	0	0	0	0	0	0	30,375
A624 Personal Property Tax	0	0	0	7,946	5,000	(2,946)	5,000
A626 Income Taxes	10,073	4,584	(5,489)	56,774	27,500	(29,274)	55,000
A628 Bad Debt Expense	0	0	0	0	0	0	7,500
A640 Electric - High Rises	34,474	33,145	(1,329)	184,609	177,110	(7,498)	370,435
A641 Electric - Parking	1,109	999	(110)	5,789	5,448	(340)	11,517
A642 Electric - Town Homes	1,473	1,138	(335)	6,391	5,072	(1,319)	12,028
A643 Gas - High Rises	28,588	34,996	6,409	435,582	435,116	(466)	952,159
A652 Insurance Coverages	155,327	155,139	(188)	934,046	930,833	(3,213)	1,931,479
A652.1 Insurance - Claims	42,149	25,000	(17,149)	116,170	163,000	46,830	313,000
A653 HRA Admin Costs/Misc	8,844	1,937	(6,906)	37,350	10,072	(27,278)	20,893
A660 Legal Fees	6,890	4,617	(2,273)	17,506	27,702	10,196	55,404
A671 Outside Services	0	350	350	788	2,100	1,312	3,300
A672 Communications Expense	1,412	1,924	512	8,467	11,471	3,004	23,015
A673 Annual Meeting/Election	0	0	0	90	0	(90)	20,000
A675 Incentive Program	128	0	(128)	3,291	3,000	(291)	35,700
A676 Loss or (Gain) on Dispos	0	0	0	(18,654)	0	18,654	0
A698 Water & Sewer	94,738	132,728	37,990	530,886	587,368	56,482	1,296,000
A700 Interest Expense	31	0	(31)	222	0	(222)	0
<b>TOTAL ASSOC GENERAL EXPEN</b>	<b>385,235</b>	<b>396,558</b>	<b>11,323</b>	<b>2,327,253</b>	<b>2,390,792</b>	<b>63,539</b>	<b>5,142,805</b>

2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
<b>CAPITAL RESERVE FUND</b>							
<b>REVENUE SUMMARY</b>							
F608 Capital Reserve	354,060	354,058	2	2,124,181	2,124,347	(166)	4,248,694
F611.1 Capital Reserve Investmen	39,845	9,600	30,245	202,678	57,600	145,078	115,200
F611.2 Premium Amortization	(3,127)	(2,693)	(434)	(21,204)	(18,682)	(2,522)	(32,100)
F611.3 Raymond James Advisory Fe	0	0	0	(6,379)	(4,400)	(1,979)	(8,800)
F611.4 Income Taxes	(12,227)	0	(12,227)	(58,126)	0	(58,126)	0
<b>TOTAL REVENUE</b>	<b>378,551</b>	<b>360,965</b>	<b>17,586</b>	<b>2,241,150</b>	<b>2,158,865</b>	<b>82,285</b>	<b>4,322,994</b>
<b>EXPENSE SUMMARY</b>							
F787 R&G Equipment Chipper #56	0	0	0	0	20,188	20,188	20,188
F788 R&G Equipment Pick-up #50	0	0	0	0	51,330	51,330	51,330
F801 BC&E PS Recommended Repai	1,125	44,100	42,975	86,836	235,500	148,664	500,000
F807.8 Parking Structure Securit	0	0	0	0	54,496	54,496	54,496
F810 HD Util. Veh., # 513 Work	0	0	0	0	35,000	35,000	35,000
F811 HD Util. Veh., # 515 Work	0	0	0	0	35,000	35,000	35,000
F812 Mower, 60" # 543	0	0	0	14,266	18,000	3,734	18,000
F813 Mower Grandstand #1	0	0	0	10,766	12,000	1,234	12,000
F814 Mower Grandstand #2	0	0	0	9,028	12,000	2,972	12,000
F815 Mower Grandstand #3	0	0	0	9,711	12,000	2,289	12,000
F816 Mower Grandstand #4	0	0	0	9,711	12,000	2,289	12,000
F817 Snow Raider Plow	0	0	0	0	13,455	13,455	13,455
F818 Carpet Replacement - Annu	4,800	33,120	28,320	96,779	165,600	68,821	198,720
F819 Chair Rail Installation -	13,946	9,660	(4,286)	38,332	28,980	(9,352)	86,940
F820 Elevator Cab Renovation -	0	0	0	0	23,754	23,754	47,508
F821 Exterior Painting	87,400	25,733	(61,667)	87,400	25,733	(61,667)	77,200
F822 Maintenance Equipment Cam	0	0	0	0	11,432	11,432	11,432
F823 Paint Equipment - Used Tr	0	0	0	29,455	37,013	7,558	37,013
F824 Recirculation Lines	0	0	0	0	0	0	24,840
F825 Roof Replacement - 3 Bldg	111,328	569,250	457,922	333,984	569,250	235,266	1,707,750
F826 Security Equipment - Vehi	0	36,225	36,225	0	36,225	36,225	36,225
F827 Retaining Walls - 2 small	0	12,420	12,420	0	24,840	24,840	24,840
F828 Retaining Walls - 1 Large	0	103,500	103,500	0	103,500	103,500	103,500
F829 Concrete repairs/handrail	17,840	22,192	4,352	35,331	104,895	69,564	238,050
F830 Evaporative Coolers	0	0	0	0	10,350	10,350	20,700
F831 Water Heaters	0	0	0	0	41,400	41,400	82,800
F832 Eng. Spec. Contractors -	0	0	0	0	12,000	12,000	25,875
F833 Eng. Spec. Contractors -	0	0	0	0	12,000	12,000	25,875
F834 Plumbing Infrastructure I	0	150,000	150,000	0	150,000	150,000	150,000
F835 Fire Main Replacement	0	5,175	5,175	0	10,350	10,350	36,225
F836 Water Wise	0	12,937	12,937	22,491	38,812	16,321	51,750
F837 Atrium Xeriscape	0	0	0	0	0	0	72,450
F838 Parking Structure Mainten	0	0	0	0	0	0	1,004,392
F839 Parking Slab Coating	0	8,871	8,871	0	17,742	17,742	62,100
F840 Access Control - 1 buildi	0	5,175	5,175	0	15,525	15,525	46,575
F841 Boiler Renovation - 2 eac	0	24,840	24,840	0	49,680	49,680	124,200
F842 Contingency Projects	0	0	0	0	0	0	310,500
F842.1 R&G Debris Holder	0	0	0	10,881	0	(10,881)	0
F842.2 B241 Emergency Elevator R	0	0	0	14,057	0	(14,057)	0
<b>TOTAL EXPENSES</b>	<b>236,439</b>	<b>1,063,198</b>	<b>826,759</b>	<b>809,028</b>	<b>2,000,050</b>	<b>1,191,022</b>	<b>5,382,929</b>
<b>GROSS SURPLUS (DEFICIT)</b>	<b>142,111</b>	<b>(702,233)</b>	<b>844,344</b>	<b>1,432,123</b>	<b>158,815</b>	<b>1,273,308</b>	<b>(1,059,935)</b>
<b>BALANCE TO CASH (A107)</b>							
A302 Cap Imprv Reserve	0	0	0	5,047,448	0	(5,047,448)	0
ADD: Cap Reserve Revenue	378,551	360,965	(17,586)	2,241,150	2,158,865	(82,285)	4,322,994
LESS: Cap Reserve Expens	(236,439)	(1,063,198)	(826,759)	(809,028)	(2,000,050)	(1,191,022)	(5,382,929)
Int Rec CDs & Annuities	21,001	0	(21,001)	108,263	0	(108,263)	0
<b>TOTAL BALANCE TO CASH</b>	<b>163,112</b>	<b>(702,233)</b>	<b>(865,345)</b>	<b>6,587,834</b>	<b>158,815</b>	<b>(6,429,019)</b>	<b>(1,059,935)</b>

HG Heather Gardens Association  
Monthly Operating Analysis  
06/30/2023

2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
INSURANCE PROCEEDS	_____	_____	_____	_____	_____	_____	_____
TOTAL INSURANCE PROCEEDS	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET INSURANCE CLAIM	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET	
<b>CUSTODIAL SERVICES</b>								
<b>WAGES/BENEFITS</b>								
J500	Salaries - FTP	29,087	28,581	(506)	181,857	179,370	(2,487)	355,155
J510	Salaries - Part Time	3,137	6,363	3,226	25,158	39,706	14,548	77,884
J520	Salaries - Overtime	704	220	(483)	3,199	3,385	185	8,072
J540	Taxes - Payroll	2,735	3,154	420	19,559	23,584	4,025	42,951
J550	Retirement Expense	132	193	61	583	1,215	632	2,418
J553	Insurance - Personnel	1,830	2,528	698	12,918	15,167	2,248	31,850
J574	Recruit / Train / Service	0	210	210	520	1,450	930	2,710
J580	PEO Administration	1,910	524	(1,387)	7,185	3,141	(4,044)	6,282
J588	Workers Comp Insurance	0	454	454	0	2,726	2,726	5,452
	<b>TOTAL WAGES/BENEFITS</b>	<b>39,534</b>	<b>42,228</b>	<b>2,694</b>	<b>250,979</b>	<b>269,743</b>	<b>18,764</b>	<b>532,773</b>
J675.2	Salary Charge Out - Opera	(10,990)	(11,161)	(171)	(62,842)	(65,844)	(3,002)	(132,022)
J675.2	Salary Charge from CH	1,999	1,970	(29)	12,062	11,887	(175)	23,971
	<b>NET WAGES/BENEFITS</b>	<b>30,544</b>	<b>33,037</b>	<b>2,493</b>	<b>200,200</b>	<b>215,786</b>	<b>15,586</b>	<b>424,723</b>
<b>OPERATING EXPENSES</b>								
J621	Fuel Expense	129	0	(129)	532	410	(122)	908
J621.1	Mileage Reimbursement	305	500	195	2,315	3,000	685	6,000
J639	Software & IT	62	60	(2)	379	360	(19)	720
J645	Uniforms	0	0	0	4,648	3,800	(848)	3,800
J680	Radio Communication	0	29	29	0	174	174	348
J683	Repairs - Equipment	306	254	(52)	2,874	1,524	(1,350)	3,048
J684	Supplies	1,992	3,750	1,758	15,965	22,500	6,535	45,000
J691	Licenses	0	0	0	0	0	0	130
J699	Window Cleaning	0	0	0	7,740	8,000	260	12,000
	<b>TOTAL OPERATING EXPENSES</b>	<b>2,793</b>	<b>4,593</b>	<b>1,800</b>	<b>34,453</b>	<b>39,768</b>	<b>5,315</b>	<b>71,954</b>
	<b>TOTAL CUSTODIAL SERVICES</b>	<b>33,337</b>	<b>37,630</b>	<b>4,293</b>	<b>234,653</b>	<b>255,554</b>	<b>20,901</b>	<b>496,677</b>

2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET	
<b>CONTRACTS</b>								
<b>WAGES/BENEFITS</b>								
K500	Salaries - FT	17,546	19,951	2,405	100,835	125,342	24,507	253,532
K540	Taxes - Payroll	1,167	1,616	449	8,367	11,422	3,055	22,169
K550	Retirement Expense	1,068	858	(210)	4,594	5,390	796	10,653
K553	Insurance - Personne	1,154	1,844	689	6,431	11,063	4,632	23,232
K574	Recruiting, Training Serv	0	50	50	88	300	212	600
K580	PEO Administration	544	86	(458)	2,251	516	(1,736)	1,031
K588	Workers Comp Insurance	0	78	78	0	468	468	936
	<b>TOTAL WAGES/BENEFITS</b>	<b>21,479</b>	<b>24,483</b>	<b>3,004</b>	<b>122,566</b>	<b>154,500</b>	<b>31,934</b>	<b>312,154</b>
	<b>NET WAGES/BENEFITS</b>	<b>21,479</b>	<b>24,483</b>	<b>3,004</b>	<b>122,566</b>	<b>154,500</b>	<b>31,934</b>	<b>312,154</b>
<b>OPERATING EXPENSES</b>								
K621.1	Mileage Reimbursement	240	86	(154)	697	511	(186)	1,023
K639	Software & IT	411	225	(186)	1,420	1,350	(70)	2,700
K645	Uniforms	0	0	0	394	500	106	500
K662	Office Supplies	83	125	42	532	750	218	3,000
	<b>TOTAL OPERATING EXPENSES</b>	<b>734</b>	<b>436</b>	<b>(298)</b>	<b>3,044</b>	<b>3,111</b>	<b>67</b>	<b>7,223</b>
	<b>TOTAL CONTRACTS EXPENSES</b>	<b>22,213</b>	<b>24,919</b>	<b>2,706</b>	<b>125,610</b>	<b>157,611</b>	<b>32,001</b>	<b>319,377</b>

2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
MAINTENANCE							
WAGES/BENEFITS							
M500 Salaries - FTP	108,598	109,137	539	649,111	685,033	35,922	1,357,506
M520 Salaries - Overtime	4,941	3,807	(1,134)	14,847	17,758	2,911	37,794
M540 Taxes - Payroll	8,830	9,239	409	58,185	65,483	7,299	124,290
M550 Retirement Expense	3,754	3,501	(252)	16,421	21,787	5,366	43,254
M553 Insurance - Personnel	9,191	13,158	3,966	54,457	78,946	24,489	165,786
M574 Recruit/Train/Services	1,501	1,424	(77)	5,347	8,543	3,196	17,086
M580 PEO Administration	4,932	1,069	(3,863)	18,678	6,412	(12,267)	12,823
M588 Workers Comp Insurance	0	904	904	0	5,423	5,423	10,847
<b>TOTAL WAGES/BENEFITS</b>	<b>141,746</b>	<b>142,238</b>	<b>492</b>	<b>817,046</b>	<b>889,385</b>	<b>72,339</b>	<b>1,769,387</b>
M675.2 Salary Charge Out - Opera	(1,776)	(8,634)	(6,858)	(30,508)	(43,950)	(13,443)	(99,675)
M675.3 Salary Charge Out-Residen	(3,544)	(6,423)	(2,879)	(28,910)	(38,537)	(9,628)	(77,075)
<b>NET WAGES/BENEFITS</b>	<b>136,427</b>	<b>127,182</b>	<b>(9,245)</b>	<b>757,628</b>	<b>806,897</b>	<b>49,269</b>	<b>1,592,637</b>
OPERATING EXPENSES							
M621 Fuel Expense	392	248	(144)	2,382	2,038	(344)	4,075
M621.1 Mileage Reimbursement	2,568	2,300	(268)	11,667	13,800	2,133	27,600
M639 Software & IT	2,856	3,200	344	16,266	19,200	2,934	38,400
M640 Electric	287	336	49	2,114	2,065	(50)	4,237
M643 Gas	24	43	19	1,159	1,025	(135)	2,066
M644 Elevator	13,513	15,000	1,487	89,740	90,000	261	180,000
M645 Uniforms	1,020	1,000	(20)	12,583	12,500	(83)	13,000
M646 Maintenance Shop Repairs	962	1,466	504	6,463	8,796	2,333	17,592
M654 Lamp Replacement	441	1,000	559	3,211	7,800	4,589	15,800
m662 Office Supplies	474	1,200	726	2,608	10,200	7,592	17,400
M665 Rent - Equipment	0	0	0	0	1,000	1,000	1,000
M671 Outside Contractors - Mis	960	2,200	1,240	960	10,025	9,065	18,625
M671.1 Glass Replacement	376	3,000	2,624	35,156	19,000	(16,156)	35,000
M671.3 Boiler/HVAC Repairs	0	1,200	1,200	1,177	2,400	1,223	7,200
M671.4 Roof Repairs	0	2,500	2,500	0	2,500	2,500	7,500
M671.5 Electrical	0	2,500	2,500	0	15,000	15,000	30,000
M671.6 Concrete Repairs	1,390	2,000	610	1,390	4,000	2,610	8,000
M671.7 Siding Repairs	0	3,000	3,000	0	3,000	3,000	3,000
M671.8 Sewer/Plumbing	12,165	8,000	(4,165)	31,635	50,000	18,365	100,000
M672 Door Repair	0	1,250	1,250	7,038	7,500	462	15,000
M680 Radio Communications	62	140	78	311	840	529	1,680
M683 Repairs - Equipment	743	370	(373)	4,110	2,020	(2,090)	4,000
M684 Supplies - Misc	2,573	2,180	(393)	19,747	12,980	(6,767)	26,000
M684.1 HVAC/Plumbing	13,128	9,800	(3,328)	85,155	93,300	8,145	155,100
M684.2 Electrical	1,439	2,300	861	12,101	14,000	1,899	28,000
M684.3 Hardware/Fasteners	0	150	150	940	2,100	1,160	4,200
M684.4 Safety Equipment	52	0	(52)	461	2,000	1,539	4,000
M684.5 Doors & Door Hardware	4,414	2,200	(2,214)	23,815	13,200	(10,615)	26,400
M684.6 Roof & Sealant Materials	166	2,133	1,967	688	2,733	2,045	10,000
M684.7 Chemicals	3,250	4,500	1,251	25,876	29,000	3,124	73,000
M684.8 Tools	187	900	713	2,767	5,400	2,633	10,800
M684.9 Billable Supplies	(2,509)	(3,825)	(1,316)	(19,472)	(22,951)	(3,479)	(45,902)
M685 TV Repairs	0	300	300	97	1,800	1,703	3,600
M690 ROU Equip Leases	226	0	(226)	1,358	0	(1,358)	0
M691 Licenses	5,463	5,500	37	12,700	16,000	3,300	47,500
M694 Trash Removal	10,229	9,500	(729)	66,047	57,000	(9,047)	114,000
<b>TOTAL OPERATING EXPENSES</b>	<b>76,851</b>	<b>87,590</b>	<b>10,739</b>	<b>462,251</b>	<b>511,270</b>	<b>49,019</b>	<b>1,007,872</b>
<b>TOTAL MAINTENANCE EXPENSE</b>	<b>213,278</b>	<b>214,772</b>	<b>1,494</b>	<b>1,219,880</b>	<b>1,318,167</b>	<b>98,287</b>	<b>2,600,509</b>



2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET	
ADMINISTRATION								
WAGES/BENEFITS								
O500	Salaries - FTP	69,742	72,323	2,581	430,851	461,054	30,203	911,730
O520	Salaries - Overtime	406	650	244	1,644	3,900	2,256	7,800
O540	Taxes - Payroll	5,231	5,152	(79)	36,165	41,633	5,467	76,431
O550	Retirement Expense	3,661	2,773	(888)	15,923	17,408	1,485	34,417
O553	Insurance - Personnel	3,802	5,881	2,079	24,122	35,286	11,164	74,100
O574	Recruit/Train/Services	0	1,200	1,200	387	7,200	6,813	14,400
O580	PEO Administration	2,079	500	(1,580)	5,849	2,998	(2,852)	5,996
O588	Workers Comp Insurance	0	647	647	(1,383)	3,882	5,265	7,763
	<b>TOTAL WAGES/BENEFITS</b>	<b>84,921</b>	<b>89,125</b>	<b>4,205</b>	<b>513,558</b>	<b>573,360</b>	<b>59,802</b>	<b>1,132,636</b>
O675.2	Salary Charge Out	50	133	83	116	365	249	655
	<b>NET WAGES/BENEFITS</b>	<b>84,970</b>	<b>89,258</b>	<b>4,288</b>	<b>513,675</b>	<b>573,725</b>	<b>60,051</b>	<b>1,133,292</b>
OPERATING EXPENSES								
O639	Software and Internet Fee	1,227	1,038	(189)	14,098	14,515	417	27,244
O639.5	IT Services	2,075	3,300	1,225	16,000	19,800	3,800	39,600
O656	Professional Services	0	0	0	62,250	62,150	(100)	64,250
O659	Miscellaneous	0	215	215	0	1,290	1,290	2,580
O661	Administrative Expense	51	300	249	2,429	3,350	921	7,350
O662	Office Supplies & Postage	1,146	2,173	1,027	13,348	17,514	4,166	34,202
O663	Publications	0	0	0	5,032	7,000	1,968	7,000
O689	Telephone Expense	3,619	2,681	(937)	17,367	16,088	(1,279)	32,176
O690	ROU Equip Leases	1,036	669	(367)	4,395	4,744	349	9,488
O695	Marketing	0	0	0	3,300	3,325	25	3,325
	<b>TOTAL OPERATING EXPENSES</b>	<b>9,154</b>	<b>10,376</b>	<b>1,222</b>	<b>138,218</b>	<b>149,776</b>	<b>11,558</b>	<b>227,215</b>
	<b>TOTAL ADMINISTRATIVE EXPE</b>	<b>94,124</b>	<b>99,634</b>	<b>5,510</b>	<b>651,892</b>	<b>723,502</b>	<b>71,609</b>	<b>1,360,507</b>

2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
<b>PAINTING</b>							
<b>WAGES/BENEFITS</b>							
P500 Salaries - FTP	18,239	20,063	1,824	123,720	125,912	2,192	249,256
P520 Salaries - Overtime	7	100	93	104	200	96	600
P540 Taxes - Payroll	1,505	1,633	128	11,086	12,097	1,011	22,565
P550 Retirement Expense	544	313	(232)	2,436	1,955	(481)	3,873
P553 Insurance - Personnel	1,804	1,202	(602)	10,120	7,212	(2,908)	15,146
P574 Recruit/Train/Services	0	0	0	222	200	(22)	300
P580 PEO Administration	994	227	(766)	3,794	1,364	(2,430)	2,729
P588 Workers Comp Insurance	0	302	302	0	1,809	1,809	3,618
<b>TOTAL WAGES/BENEFITS</b>	<b>23,093</b>	<b>23,839</b>	<b>747</b>	<b>151,482</b>	<b>150,749</b>	<b>(733)</b>	<b>298,086</b>
P675.2 Salary Charge Out - Opera	0	0	0	(886)	0	886	0
<b>NET WAGES/BENEFITS</b>	<b>23,093</b>	<b>23,839</b>	<b>747</b>	<b>150,596</b>	<b>150,749</b>	<b>153</b>	<b>298,086</b>
<b>OPERATING EXPENSES</b>							
P621 Fuel Expense	182	197	14	819	1,270	451	2,300
P621.1 Mileage Reimbursement	0	38	38	0	228	228	456
P639 Software & IT	74	85	11	453	510	57	1,020
P645 Uniforms	0	0	0	1,682	1,800	118	3,600
P680 Radio Communications	0	0	0	0	0	0	800
P683 Repairs - Equipment	0	450	450	384	1,400	1,016	2,800
P684 Supplies	1,933	4,700	2,767	25,844	28,200	2,356	56,400
P689 Telephone Expense	0	25	25	0	150	150	300
P691 Licenses	0	0	0	348	455	107	455
<b>TOTAL OPERATING EXPENSES</b>	<b>2,190</b>	<b>5,495</b>	<b>3,305</b>	<b>29,531</b>	<b>34,013</b>	<b>4,483</b>	<b>68,131</b>
<b>TOTAL PAINTING EXPENSES</b>	<b>25,283</b>	<b>29,334</b>	<b>4,052</b>	<b>180,126</b>	<b>184,762</b>	<b>4,636</b>	<b>366,217</b>

2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET	
<b>ROADS &amp; GROUNDS</b>								
<b>WAGES/BENEFITS</b>								
R500	Salaries - FTP	66,854	60,099	(6,755)	393,201	377,246	(15,955)	748,509
R510	Salaries - Part Time	8,074	6,512	(1,562)	10,690	12,360	1,670	31,072
R520	Salaries - Overtime	551	959	408	3,054	7,772	4,718	17,370
R540	Taxes - Payroll	5,984	5,737	(247)	36,206	37,759	1,553	72,196
R550	Retirement Expense	1,407	1,419	12	6,029	8,345	2,316	16,736
R553	Insurance - Personnel	6,641	6,281	(360)	35,448	37,688	2,240	79,144
R574	Recruit/Train/Services	0	375	375	609	2,250	1,641	4,500
R575	Employee Incentive	0	0	0	70	0	(70)	0
R580	PEO Administration	3,554	676	(2,878)	12,159	4,057	(8,101)	8,114
R588	Workers Comp Insurance	0	531	531	0	3,188	3,188	6,376
	<b>TOTAL WAGES/BENEFITS</b>	<b>93,065</b>	<b>82,589</b>	<b>(10,476)</b>	<b>497,465</b>	<b>490,666</b>	<b>(6,800)</b>	<b>984,017</b>
R675.2	Salary Charge Out-Operati	(6,065)	(92)	5,973	(13,440)	(4,099)	9,341	(8,748)
	<b>NET WAGES/BENEFITS</b>	<b>87,000</b>	<b>82,497</b>	<b>(4,503)</b>	<b>484,025</b>	<b>486,566</b>	<b>2,541</b>	<b>975,268</b>
<b>OPERATING EXPENSES</b>								
R621	Fuel Expense	3,371	2,337	(1,034)	12,623	12,633	10	26,237
R635	Tree & Shrub Replacement	0	0	0	0	0	0	5,500
R639	Software & IT	335	270	(65)	1,995	2,306	311	3,926
R640	Electric	215	252	37	1,586	1,561	(24)	3,191
R643	Gas	18	32	14	870	769	(101)	1,549
R645	Uniforms	0	0	0	9,909	10,000	91	10,000
R647	Extermination	1,000	1,000	0	6,000	6,000	0	12,000
R665	Rent - Equipment	0	0	0	349	1,500	1,151	6,000
R670	Asphalt Repairs	0	0	0	0	0	0	4,200
R671	Outside - Contractors	614	729	115	18,877	20,011	1,134	38,385
R680	Radio Communications	0	400	400	0	800	800	800
R682	Snow Removal Supplies	0	0	0	21,622	20,855	(767)	33,355
R683	Repairs - Equipment	1,594	3,000	1,406	5,445	16,765	11,320	33,765
R684	Supplies	3,907	4,000	93	33,351	29,363	(3,988)	61,363
R684.1	Irrigation - Supplies	1,258	1,000	(258)	7,186	9,888	2,702	20,388
R689	Telephone Expense	89	70	(19)	610	420	(190)	840
R691	Licenses	113	100	(13)	1,240	3,944	2,704	4,544
R694	Trash Removal	4,773	2,500	(2,273)	26,275	10,589	(15,686)	26,589
	<b>TOTAL OPERATING EXPENSES</b>	<b>17,287</b>	<b>15,690</b>	<b>(1,597)</b>	<b>147,939</b>	<b>147,404</b>	<b>(535)</b>	<b>292,632</b>
	<b>TOTAL ROADS &amp; GROUNDS EXP</b>	<b>104,287</b>	<b>98,187</b>	<b>(6,100)</b>	<b>631,964</b>	<b>633,970</b>	<b>2,006</b>	<b>1,267,900</b>

2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET	
<b>SECURITY</b>								
<b>WAGES/BENEFITS</b>								
S500	Salaries - FTP	40,991	37,268	(3,723)	206,979	230,809	23,830	459,722
S520	Salaries - Overtime	476	161	(315)	4,544	3,842	(702)	7,168
S540	Taxes - Payroll	3,385	3,275	(110)	19,191	22,767	3,577	43,020
S550	Retirement Expense	748	896	148	3,336	5,574	2,237	11,084
S553	Insurance - Personnel	3,843	5,459	1,616	19,654	32,752	13,098	68,780
S560	Employee Incentive	885	850	(35)	5,339	5,100	(239)	10,200
S574	Recruit/Train/Services	0	167	167	268	3,575	3,307	7,500
S580	PEO Administration	1,671	365	(1,306)	5,797	2,192	(3,605)	4,385
S588	Workers Comp Insurance	0	257	257	0	1,544	1,544	3,087
	<b>TOTAL WAGES/BENEFITS</b>	<b>51,999</b>	<b>48,698</b>	<b>(3,301)</b>	<b>265,108</b>	<b>308,155</b>	<b>43,047</b>	<b>614,945</b>
<b>OPERATING EXPENSES</b>								
S621	Fuel Expense	1,109	757	(352)	4,100	4,222	122	8,389
S621.1	Mileage Reimbursement	176	0	(176)	176	0	(176)	0
S639	Software & IT	621	750	129	4,525	4,500	(25)	9,000
S645	Uniforms	219	200	(19)	3,426	3,800	374	7,500
S659	Miscellaneous	0	140	140	0	840	840	1,680
S680	Radio Communications	0	125	125	0	750	750	1,500
S683	Repairs - Equipment	0	300	300	800	1,800	1,000	3,600
S684	Supplies	0	300	300	461	1,800	1,339	4,850
S689	Telephone Expense	604	280	(324)	1,951	1,680	(271)	3,360
S691	Licenses	0	0	0	0	0	0	1,200
	<b>TOTAL OPERATING EXPENSES</b>	<b>2,728</b>	<b>2,852</b>	<b>124</b>	<b>15,438</b>	<b>19,392</b>	<b>3,954</b>	<b>41,079</b>
	<b>TOTAL SECURITY EXPEN</b>	<b>54,727</b>	<b>51,550</b>	<b>(3,177)</b>	<b>280,546</b>	<b>327,547</b>	<b>47,000</b>	<b>656,025</b>

# HEATHER GARDENS METROPOLITAN DISTRICT

## Budget Exceptions Report

Through: 6/30/2023

	YTD ACTUAL	YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% Variance from Budget	Annual Budget	% of Annual Budget Spent
Total Revenue	\$ 1,933,497	\$ 1,938,191	\$ (4,694)	-0.2%	\$ 3,705,026	52%
Cost of Goods Sold	\$ 98,218	\$ 112,212	\$ 13,994	12.5%	\$ 234,140	42%
Gross Profit	<u>\$ 1,835,279</u>	<u>\$ 1,825,979</u>	<u>\$ 9,300</u>	0.5%	<u>\$ 3,470,886</u>	
Operating Expenses	\$ 1,241,560	\$ 1,338,214	\$ 96,654	7.2%	\$ 3,009,041	41%
<b>Net Operating Income/(Loss)</b>	<u>\$ 593,719</u>	<u>\$ 487,765</u>	<u>\$ 105,954</u>		<u>\$ 461,845</u>	
Capital Improvements Exp	\$ 64,693	\$ 43,000	\$ (21,693)	-50.4%	\$ 822,414	8%
Non-Operating (Inc)/Exp	\$ -	\$ -	\$ -		\$ -	
<b>Net Surplus/(Loss)</b>	<u>\$ 529,026</u>	<u>\$ 444,765</u>	<u>\$ 84,261</u>		<u>\$ (360,569)</u>	

### Executive Summary

#### Club House

Revenue	\$ 83,563	\$ 98,966	\$ (15,403)	-15.6%	\$ 196,479	43%
Expenses	\$ 375,352	\$ 435,058	\$ 59,704	13.7%	\$ 881,232	43%
<b>Net Subsidy</b>	<u>\$ (291,789)</u>	<u>\$ (336,092)</u>	<u>\$ 44,301</u>		<u>\$ (684,753)</u>	

#### Golf

Revenue	\$ 199,302	\$ 200,709	\$ (1,407)	-0.7%	\$ 504,624	39%
Expenses	\$ 316,496	\$ 358,768	\$ 42,271	11.8%	\$ 760,610	42%
<b>Net Subsidy</b>	<u>\$ (117,194)</u>	<u>\$ (158,059)</u>	<u>\$ 40,864</u>		<u>\$ (255,986)</u>	

#### Restaurant

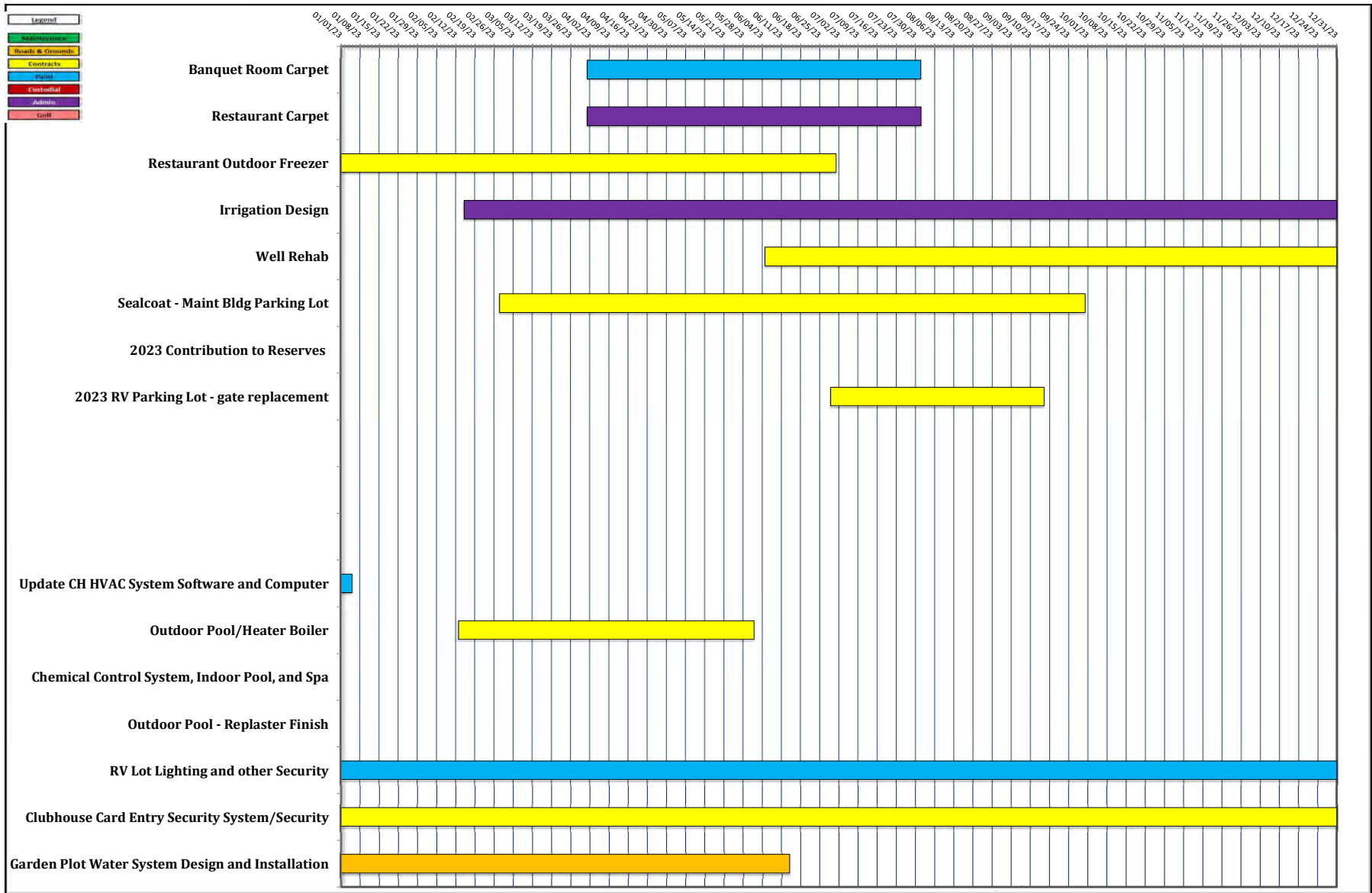
Revenue	\$ 286,322	\$ 326,713	\$ (40,391)	-12.4%	\$ 675,363	42%
Cost of Goods Sold	\$ 90,414	\$ 104,872	\$ 14,458	13.8%	\$ 216,506	42%
Gross Profit	<u>\$ 195,908</u>	<u>\$ 221,841</u>	<u>\$ (25,933)</u>	-11.7%	<u>\$ 458,857</u>	
Expenses	\$ 248,339	\$ 278,977	\$ 30,638	11.0%	\$ 562,957	44%
<b>Net Subsidy</b>	<u>\$ (52,431)</u>	<u>\$ (57,136)</u>	<u>\$ 4,705</u>		<u>\$ (104,100)</u>	

Restricted Funds	Total		Net	Cash Balance
	Total Revenue	Expenses	Surplus/(Loss)	
Conservation Trust Fund	\$ 11,963	\$ 9,906	\$ 2,057	\$ 155,043
Debt Service Fund	\$ 426,120	\$ 154,146	\$ 271,974	\$ 397,942
Foundation Fund	\$ 3,521	\$ 3,335	\$ 186	\$ 186,906

**HGMD MONTHLY CAPITAL RESERVE REPORT FOR PERIOD ENDING:**

**June 2023**

STATUS	PROJECT OWNER	DEPT.	2023 APPROVED PROJECTS	ACCT	2023	2023	% VAR	START DATE	FINISH DATE	#DAYS	2023 INVOICES PAID	+/-	%	TOTAL	PROJECT
					APPROVED BUDGET AMOUNT A	SIGNED CONTRACT AMOUNT B						SIGNED CONTRACT AMOUNT B-C-D	VAR FROM CONTRACT	UNDER / (OVER) BUDGET A-C-D	
In Process	Cormac	Restaurant	Banquet Room Carpet	D601	\$11,966		-100%	04/01/23	08/01/23	122		\$0	#DIV/0!	\$11,966	7/5/23 - received pricing from 3 contractors. Waiting on contractors to provide carpet tile samples
In Process	Cormac	Restaurant	Restaurant Carpet	D601	\$11,194		-100%	04/01/23	08/01/23	122		\$0	#DIV/0!	\$11,194	7/5/23 - received pricing from 3 contractors. Waiting on contractors to provide carpet tile samples
In Process	Cormac	Restaurant	Restaurant Outdoor Freezer	D601	\$30,000		-100%	01/01/23	07/01/23	181		\$0	#DIV/0!	\$30,000	5/24/23 - Sent completed HGMD Cap Ex and bids to Evelyn to determine approval process.
In Process	Brian/Greg	Golf	Irrigation Design	D601	\$13,031		-100%	02/15/23	12/31/23	319	\$5,000	(\$5,000)	#DIV/0!	\$8,031	2/3/23 - Researching
not-started	Brian/Greg	Golf	Well Rehab	D601	\$115,408		-100%	06/05/23	12/31/23	209		\$0	#DIV/0!	\$115,408	6/5/23 - L&G to discuss scope with Golf Pro
In Process	Don	Maint Bldg	Sealcoat - Maint Bldg Parking Lot	D601	\$35,000		-100%	02/28/23	09/30/23	214		\$0	#DIV/0!	\$35,000	5/24/23 - Sent completed HGMD Cap Ex and bids to Evelyn to determine approval process.
<b>TOTAL 2023 FUNDED PROJECTS</b>					<b>\$216,599</b>	<b>\$0</b>					<b>\$5,000</b>	<b>(\$5,000)</b>	<b>#DIV/0!</b>	<b>\$211,599</b>	
<i>2023 CONTINGENCY PROJECTS Future event or circumstance which is possible, but cannot be predicted with certainty</i>															
not-started	Management	Management	2023 Contribution to Reserves	D601	\$302,134					0		\$0	#DIV/0!	\$302,134	
In Process	Jon H	Admin.	2023 RV Parking Lot - gate replacement	D601	\$38,025			06/29/23	09/15/23	78	\$3,160	(\$3,160)	#DIV/0!	\$34,865	7/5/23 - HGMD Board Approved. Contractor has been determined.
							#DIV/0!			0		\$0	#DIV/0!	\$0	
					<b>\$340,159</b>	<b>\$0</b>					<b>\$3,160</b>	<b>(\$3,160)</b>	<b>#DIV/0!</b>	<b>\$336,999</b>	
<b>TOTAL CAPITAL RESERVE FUNDS</b>					<b>\$556,758</b>	<b>\$0</b>					<b>\$8,160</b>	<b>(\$8,160)</b>	<b>#DIV/0!</b>	<b>\$548,598</b>	
<b>2022 PROJECTS TO BE COMPLETED IN 2023</b>															
Completed	Jon H	Clubhouse	Update CH HVAC System Software and Computer	D601.2	\$5,395	\$5,395	0%	01/01/23	01/05/23	4	\$5,395	\$0	0%	\$ -	
Completed	Jon H	Clubhouse	Outdoor Pool/Heater Boiler	D601.2	\$22,880	\$22,880	0%	02/13/23	06/01/23	108	\$22,880	\$0	0%	\$ -	
not-started	Jon H	Clubhouse	Chemical Control System, Indoor Pool, and Spa	D601.2	\$17,361		-100%			0		\$0	#DIV/0!	\$ 17,361	
not-started	Jon H	Clubhouse	Outdoor Pool - Replaster Finish	D601.2	\$60,020		-100%			0		\$0	#DIV/0!	\$ 60,020	
In Process	Don	Admin.	RV Lot Lighting and other Security	D601.2	\$50,000		-100%	01/01/23	12/31/23	364		\$0	#DIV/0!	\$ 50,000	4/15/23 - Met with Securitas, ADP, Dark Horse and J7. We are waiting on pricing.
In Process	Don	Clubhouse	Clubhouse Card Entry Security System/Security	D601.2	\$80,000		-100%	01/01/23	12/31/23	364		\$0	#DIV/0!	\$ 80,000	4/15/23 - Waiting on pricing from Securitas, Dark Horse, ADP and J7.
Completed	Matt	Admin.	Garden Plot Water System Design and Installation	D601.2	\$30,000	\$28,258	-6%	01/01/23	06/14/23	164	\$28,258	(\$0)	0%	\$1,742	7/5/23 - contractor completed their punchlist. Final invoice was received on 6/14/23.
<b>TOTAL PRIOR YEAR PROJECTS</b>					<b>\$265,656</b>	<b>\$56,533</b>					<b>\$56,533</b>	<b>(\$0)</b>	<b>0%</b>	<b>\$209,123</b>	
<b>GRAND TOTAL PER BUDGET</b>					<b>\$822,414</b>	<b>\$56,533</b>					<b>\$64,693</b>	<b>(\$8,160)</b>	<b>14%</b>	<b>\$757,721</b>	
<b>PROJECTS TARGETED FOR COMPLETION IN 2023</b>															
<b>TOTAL PRIOR YEAR PROJECTS NOT BUDGETED IN 2023</b>					<b>\$0</b>	<b>\$0</b>					<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	
<b>PROJECTS FUNDED BY THE CONSERVATION FUND</b>															
In Process	Montrell	Pools	Pool Water Filter - (reimbursed through Conservation Fund)	D566	\$55,000		-100%	05/30/23	12/31/23	215		\$0	#DIV/0!	\$55,000	6/6/23 - collecting pricing
<b>TOTAL PROJECTS FUNDED BY THE CONSERVATION FUND</b>					<b>\$55,000</b>	<b>\$0</b>					<b>\$0</b>	<b>\$0</b>		<b>\$55,000</b>	
<b>GRAND TOTAL</b>					<b>\$877,414</b>	<b>\$56,533</b>					<b>\$64,693</b>	<b>(\$8,160)</b>		<b>\$812,721</b>	



**HEATHER GARDENS FOUNDATIONS  
FOUNDATION DONATION SUMMARY  
1/1/2023 - 6/30/2023**

Description	General	Roads & Grounds	Club House	Golf	Trees	Totals
Balance at beginning of January	170,246.99	324.50	425.70	40.00	15,217.59	186,254.78
Donations for Jan 2023	290.00					290.00
Jan Interest Income on US Treasury Bills and Notes	305.32					305.32
Donations for Feb 2023	50.00					50.00
Feb Interest Income on US Treasury Bills and Notes	341.21					341.21
Donations for Mar 2023	225.00					225.00
Mar Interest Income on US Treasury Bills and Notes	377.76					377.76
Donations for Apr 2023	600.00					600.00
Apr Interest Income on US Treasury Bills and Notes	365.57					365.57
Donations for May 2023	0.00					0.00
May Interest Income on US Treasury Bills and Notes	377.76					377.76
May Expenses - Soil and sod for Clubhouse and Yale Ave.	-2,709.29					-2,709.29
Donations for May 2023	160.00					160.00
May Interest Income on US Treasury Bills and Notes	428.07					428.07
May Expenses - Soil and sod for Clubhouse and Yale Ave.	-626.15					-626.15
Balance at end of the month <b>6/30/2023</b>	170,432.24	324.50	425.70	40.00	15,217.59	186,440.03

**RECONCILIATION TO GL**

D103.5 Foundation Checking Account - June 2023	\$ 35,901.35
Add Bond Discount Amortization	1005.45
D106.1/D106.11 Foundation Investment Accounts - June 2023	\$ 149,999.38
D121 Owed to the Foundation from MD	
D121 Owed to MD from the Foundation	\$ (466.15)
	<u>\$ 186,440.03</u>



**Heather Gardens Metropolitan District**  
**Summary of Investments/Restricted Cash Accounts**  
**06/30/23**

<b>Bank</b>	<b>Yield</b>	<b>Maturity</b>	<b>Interest Paid</b>	<b>Principal</b>	<b>Monthly Interest</b>	<b>Fund</b>	<b>Account</b>
<b>Foundation</b>							
US Treasury Bills	4.577%	1/25/2024	Maturity	\$ 48,737	\$ 183.85	Foundation	D106.1/D106.11/D106.12
US Treasury Notes 3.000% Coupons	5.370%	6/30/2024	Semi Annual	\$ 97,722	\$ 439.83	Foundation	D106.1/D106.11/D106.12
Foundation - checking				\$ 35,901		Foundation	D103.5
				<u>\$ 182,360</u>	<u>\$ 623.69</u>		
<b>Key Bank - Conservation Trust Fund/Lottery</b>			Monthly	\$ 155,043	\$ 50.00	Conservation	D104
US Treasury Notes 2.125% Coupons	2.870%	7/31/2024	Semi Annual	\$ 246,396	\$ 592.86	Enterprise	D106
Fed Farm Credit Bank Bonds	3.375%	8/26/2024	Semi Annual	\$ 249,785	\$ 702.52	Enterprise	D106
US Treasury Notes 3.00% Coupons	3.00%	7/31/2024	Semi Annual	\$ 250,000	\$ 625.00	Enterprise	D106
Net Inc/(Decr) in FMV of Investments	(1)			<u>\$ (16,791)</u>			D106.01
				<u>\$ 729,390</u>	<u>\$ 1,920.38</u>		
<b>Zion Bank - Cash Account for Bond P&amp;I</b>	4.74%			\$ 399,787	\$ 1,579.16	Bond P&I	D108.2/D108.21
KeyBanc Capital Mkts - Money Market							
Federated Hermis Govt Oblig SS	4.70%	N/A	Monthly	\$ 1,578,760	\$ 6,183.48	Enterprise	D103
<b>Total Investments/Restricted Cash Accounts</b>				<u><u>\$ 3,045,340</u></u>	<u><u>\$ 10,356.70</u></u>		

(1) - The Enterprise investments are held to maturity. Because the investments are considered LT, we are required to report them at market value. The net increase or decrease in fair market value will be eliminated at maturity. Adjustment will be made at the end of the year.

2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
<b>REVENUE</b>							
D503 Conservation Trust (Lottery)	5,130	4,700	430	11,666	10,200	1,466	20,075
D504 Interest Income	7,302	130	7,172	33,763	780	32,983	1,560
D504.2 2010 Bond Restr Interest	1,893	28	1,865	6,938	168	6,770	336
D504.3 Interest Income Lottery	50	1	49	298	6	292	12
D505 Recreation Fee Income	144,948	144,948	0	869,619	869,688	(69)	1,739,378
Restaurant Income	57,806	60,130	(2,323)	286,322	326,712	(40,390)	675,363
D507 Golf Fees Daily	47,222	48,501	(1,280)	136,253	139,190	(2,938)	346,760
D507.1 Golf Simulator	10	0	10	2,130	970	1,160	1,393
D509.2 Golf Disc - 40 Play	2,832	6,436	(3,604)	8,843	9,190	(347)	19,735
D511 Golf Cart Rental Income	12,427	13,505	(1,078)	31,973	32,666	(693)	83,432
D511.1 Golf Merchandise	3,471	3,452	19	11,269	12,784	(1,515)	30,711
D511.2 Golf Lesson	2,665	1,045	1,620	5,480	3,696	1,784	8,893
D511.3 Golf Bag Storage	130	206	(76)	410	206	204	7,970
D511.4 Golf Pull Cart	1,072	653	419	2,944	2,006	938	5,730
D512 CH Building Rentals	1,683	1,920	(238)	12,668	13,319	(651)	25,185
D513 Events	5,934	2,639	3,295	16,790	15,834	956	31,668
D513.1 Trips Revenue	1,862	3,025	(1,163)	6,097	18,150	(12,053)	36,300
D514 RV Lot Income	0	0	0	15,953	16,000	(47)	32,000
D514.1 Garden Plot Income	(5)	0	(5)	2,705	2,450	255	2,450
D515 Classes	6,904	8,360	(1,456)	46,844	50,163	(3,319)	100,326
D515.1 Donation Revenue	160	0	160	1,325	0	1,325	0
D515.3 Interest Income - Foundation	428	0	428	2,196	0	2,196	0
D516 Miscellaneous Revenue	0	0	0	665	0	665	0
D516.1 Coffee Revenue	186	250	(64)	1,164	1,500	(336)	3,000
D517 Property Tax Revenue	45,798	41,692	4,106	402,993	398,011	4,982	503,745
D518 Specific Ownership Tax Revenue	2,919	2,417	502	16,189	14,502	1,687	29,004
<b>TOTAL REVENUE</b>	<b>352,827</b>	<b>344,038</b>	<b>8,789</b>	<b>1,933,495</b>	<b>1,938,191</b>	<b>(4,695)</b>	<b>3,705,027</b>
D590 Cost of Goods Sold	18,592	21,154	2,562	98,218	112,212	13,994	234,140
<b>GROSS PROFIT</b>	<b>334,235</b>	<b>322,884</b>	<b>11,352</b>	<b>1,835,277</b>	<b>1,825,979</b>	<b>9,299</b>	<b>3,470,886</b>
<b>OPERATING EXPENSES</b>							
D519 Zion Bank Payee Fee	0	0	0	900	1,000	100	1,000
D520 Debt Service Interest	24,683	24,683	0	148,100	148,098	(2)	295,230
D522 Services - Insurance	4,651	4,882	230	27,909	29,291	1,382	58,581
D523 Services - Audit	0	0	0	36,000	36,000	0	36,000
D524 Services - Professional	2,850	4,000	1,150	24,547	24,000	(547)	48,000
D525 County Collection Fee	688	483	(204)	6,046	6,133	87	7,855
D525.1 Election Expense	25,515	0	(25,515)	46,839	25,000	(21,839)	25,000
D526 Miscellaneous Expense	374	200	(174)	2,693	1,200	(1,493)	2,400
D526.1 SDA Membership Dues	0	0	0	1,238	1,250	13	1,250
D550 Club House Expenses	57,562	72,334	14,772	375,352	435,057	59,705	881,231
D555 Golf Course Expenses	59,706	74,234	14,528	308,692	351,428	42,736	742,978
D557 Restaurant Expenses	46,800	46,232	(568)	248,339	278,977	30,638	562,956
D560 RV Lot Expenses	88	105	17	1,664	630	(1,034)	1,260
D565 Garden Plot Expenses	0	25	25	0	150	150	300
D566 Conservation Expenses	3,250	0	(3,250)	9,906	0	(9,906)	55,000
D601 Capital Outlay	5,703	0	(5,703)	10,703	0	(10,703)	556,758
D601.2 2022 Cap Carry Foward Projects	0	0	0	53,990	43,000	(10,990)	265,656
D620 Foundation Expense	626	0	(626)	3,335	0	(3,335)	0
D700 Bond Principal Payment	0	0	0	0	0	0	290,000
<b>TOTAL OPERATING EXPENSES</b>	<b>232,495</b>	<b>227,178</b>	<b>(5,317)</b>	<b>1,306,251</b>	<b>1,381,213</b>	<b>74,962</b>	<b>3,831,455</b>
<b>NET OPERATING REVENUE/EXPENSE</b>	<b>101,740</b>	<b>95,706</b>	<b>6,034</b>	<b>529,026</b>	<b>444,765</b>	<b>84,261</b>	<b>(360,569)</b>
<b>NET REVENUE EXPENSE</b>	<b>101,740</b>	<b>95,706</b>	<b>6,034</b>	<b>529,026</b>	<b>444,765</b>	<b>84,261</b>	<b>(360,569)</b>

2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
<b>ENTERPRISE FUND</b>							
<b>REVENUE</b>							
D504 Bnk Intrst Rsv Acct	7,302	130	7,172	33,763	780	32,983	1,560
D505 Rec Fee Income	144,948	144,948	0	869,619	869,688	(69)	1,739,378
Restaurant Income	57,806	60,130	(2,323)	286,322	326,712	(40,390)	675,363
D507 Golf Fees Daily	47,222	48,501	(1,280)	136,253	139,190	(2,938)	346,760
D507.1 Golf Simulator	10	0	10	2,130	970	1,160	1,393
D509.2 Golf Disc - 40 Play	2,832	6,436	(3,604)	8,843	9,190	(347)	19,735
D511 Golf Cart Rental Income	12,427	13,505	(1,078)	31,973	32,666	(693)	83,432
D511.1 Golf Merchandise	3,471	3,452	19	11,269	12,784	(1,515)	30,711
D511.2 Golf Lesson	2,665	1,045	1,620	5,480	3,696	1,784	8,893
D511.3 Golf Bag Storage	130	206	(76)	410	206	204	7,970
D511.4 Golf Pull Cart	1,072	653	419	2,944	2,006	938	5,730
D512 CH Building Rentals	1,683	1,920	(238)	12,668	13,319	(651)	25,185
D513 Events	5,934	2,639	3,295	16,790	15,834	956	31,668
D513.1 Trips Revenue	1,862	3,025	(1,163)	6,097	18,150	(12,053)	36,300
D514 RV Lot Income	0	0	0	15,953	16,000	(47)	32,000
D514.1 Garden Plot Income	(5)	0	(5)	2,705	2,450	255	2,450
D515 Classes	6,904	8,360	(1,456)	46,844	50,163	(3,319)	100,326
D516 Miscellaneous Revenue	0	0	0	665	0	665	0
D516.1 Coffee Revenue	186	250	(64)	1,164	1,500	(336)	3,000
<b>TOTAL ENTERPRISE REVENUE</b>	<b>296,450</b>	<b>295,200</b>	<b>1,250</b>	<b>1,491,891</b>	<b>1,515,304</b>	<b>(23,412)</b>	<b>3,151,855</b>
D590 Cost of Goods Sold	18,592	21,154	2,562	98,218	112,212	13,994	234,140
<b>GROSS PROFIT</b>	<b>277,858</b>	<b>274,046</b>	<b>3,812</b>	<b>1,393,673</b>	<b>1,403,092</b>	<b>(9,418)</b>	<b>2,917,714</b>
<b>OPERATING EXPENSES</b>							
D550 Club House Expenses	57,562	72,334	14,772	375,352	435,057	59,705	881,231
D555 Golf Course Expenses	59,706	74,234	14,528	308,692	351,428	42,736	742,978
D557 Restaurant Expenses	46,800	46,232	(568)	248,339	278,977	30,638	562,956
D560 RV Lot Expenses	88	105	17	1,664	630	(1,034)	1,260
D522 Services - Insurance	4,651	4,882	230	27,909	29,291	1,382	58,581
D523 Services - Audit	0	0	0	36,000	36,000	0	36,000
D524 Services - Professional	2,850	4,000	1,150	24,547	24,000	(547)	48,000
D525.1 Election Expense	25,515	0	(25,515)	46,839	25,000	(21,839)	25,000
D526 Miscellaneous Expense	374	200	(174)	2,693	1,200	(1,493)	2,400
D526.1 SDA Membership Dues	0	0	0	1,238	1,250	13	1,250
D519 Zion Bank Payee Fee	0	0	0	900	1,000	100	1,000
D565 Garden Plot Expenses	0	25	25	0	150	150	300
D601 Capital Outlay	5,703	0	(5,703)	10,703	0	(10,703)	556,758
D601.2 2022 Cap Carry Foward Projects	0	0	0	53,990	43,000	(10,990)	265,656
<b>TOTAL OPERATING EXPENSES</b>	<b>203,249</b>	<b>202,012</b>	<b>(1,237)</b>	<b>1,138,864</b>	<b>1,226,983</b>	<b>88,118</b>	<b>3,183,370</b>
<b>NET OPERATING REVENUE/EXPEN</b>	<b>74,609</b>	<b>72,034</b>	<b>2,575</b>	<b>254,809</b>	<b>176,109</b>	<b>78,700</b>	<b>(265,656)</b>
<b>NET ENTERPRISE FUND REVENUE/EX</b>	<b>74,609</b>	<b>72,034</b>	<b>2,575</b>	<b>254,809</b>	<b>176,109</b>	<b>78,700</b>	<b>(265,656)</b>

2888 So Heather Gardens Way  
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
<b>RESTRICTED FUNDS</b>							
<b>CONSERVATION TRUST FUND (Lottery)</b>							
REVENUE							
D503 Conservation Trust (Lottery Ac	5,130	4,700	430	11,666	10,200	1,466	20,075
D504.3 Interest Inc Lottery	50	1	49	298	6	292	12
TOTAL LOTTERY REVENUE	5,180	4,701	479	11,963	10,206	1,757	20,087
EXPENSES							
D566 Conservation Expenses	3,250	0	(3,250)	9,906	0	(9,906)	55,000
TOTAL LOTTERY EXPENSES	3,250	0	(3,250)	9,906	0	(9,906)	55,000
<b>REVENUE OVER(UNDER) EXPENSES</b>	<b>1,930</b>	<b>4,701</b>	<b>2,771</b>	<b>2,058</b>	<b>10,206</b>	<b>8,148</b>	<b>(34,913)</b>
<b>FOUNDATION FUND</b>							
REVENUE							
D515.1 Donation Revenue	160	0	160	1,325	0	1,325	0
D515.3 Interest Inc - Found	428	0	428	2,196	0	2,196	0
TOTAL FOUNDATION REVENUE	588	0	588	3,521	0	3,521	0
EXPENSES							
D620 Foundation Expense	626	0	(626)	3,335	0	(3,335)	0
TOTAL FOUNDATION EXPENSES	626	0	(626)	3,335	0	(3,335)	0
<b>REVENUE OVER(UNDER) EXPENSES</b>	<b>(38)</b>	<b>0</b>	<b>(38)</b>	<b>185</b>	<b>0</b>	<b>185</b>	<b>0</b>
<b>DEBT SERVICE FUND 2010 BOND ISSUE</b>							
REVENUE							
D517 Property Tax Revenue	45,798	41,692	4,106	402,993	398,011	4,982	503,745
D518 Specific Ownership Tax	2,919	2,417	502	16,189	14,502	1,687	29,004
Bond Restricted Interest	1,893	28	1,865	6,938	168	6,770	336
TOTAL DEBT SERVICE REVENUE	50,610	44,137	6,473	426,120	412,681	13,439	533,085
EXPENSES							
D520 Debt Serv Interest	24,683	24,683	0	148,100	148,098	(2)	295,230
D525 Cnty Collection Fee	688	483	(204)	6,046	6,133	87	7,855
D700 Bond Principal Pymnt	0	0	0	0	0	0	290,000
TOTAL DEBT SERVICE EXPENSES	25,371	25,166	(204)	154,146	154,231	85	593,085
<b>REVENUE OVER (UNDER) EXPENSES</b>	<b>25,239</b>	<b>18,971</b>	<b>6,269</b>	<b>271,974</b>	<b>258,450</b>	<b>13,524</b>	<b>(60,000)</b>

	6/30/2023	5/31/2023	4/30/2023	12/31/2022
<b>CURRENT ASSETS</b>				
Cash - Operating	27,422	27,689	50,670	537,432
Money Market	1,578,760	1,462,148	1,386,708	0
Capital Projects - Savings	2,795	3,112	2,882	799,028
Conservation (Lottery) Bank Acct	155,043	149,863	150,578	149,823
Enterprise Investments	729,390	729,390	729,390	729,390
Investments - Foundation	146,458	148,371	147,993	148,872
Zion Debt Service	399,787	497,965	381,616	127,813
Foundation Account	35,901	38,611	38,011	40,018
Accrued Interest	8,215	6,526	4,691	8,257
Accounts Receivable Net of Allowance	5,308	5,065	8,738	7,376
Inventory	46,448	45,749	49,372	43,040
Prepaid Expenses	29,533	33,560	37,211	59,117
Prop Tax Receivable	503,744	503,744	503,744	503,744
<b>TOTAL CURRENT ASSETS</b>	<b>3,668,805</b>	<b>3,651,792</b>	<b>3,491,603</b>	<b>3,153,910</b>
<b>BUILDING, LAND &amp; EQUIPMENT (Net of Depr)</b>				
CIP Asset	10,460	10,460	10,460	10,460
Restaurant Equipment	128,042	128,042	128,042	128,042
Equipment	226,011	226,011	226,011	226,011
Property	8,123,985	8,123,985	8,123,985	8,123,985
Land At Cost	1,725,000	1,725,000	1,725,000	1,725,000
Intangible Assets	133,190	133,190	133,190	133,190
<b>TOTAL BUILDING, LAND &amp; EQUIPMENT</b>	<b>10,346,688</b>	<b>10,346,688</b>	<b>10,346,688</b>	<b>10,346,688</b>
<b>TOTAL ASSETS</b>	<b>14,015,493</b>	<b>13,998,480</b>	<b>13,838,292</b>	<b>13,500,598</b>
<b>CURRENT LIABILITIES</b>				
Accounts & Interest Payable	31,644	166,728	124,156	26,000
Due To/From HGA	99,213	61,209	86,302	136,705
Bonds Payable - Short Term	290,000	290,000	290,000	290,000
Unearned Revenue	88,802	72,596	70,617	74,869
Prepaid Rec Fees	33,412	34,932	30,518	29,706
Gift Cards	11,340	11,317	11,171	11,859
Sales Tax Payable	4,827	4,102	4,060	6,087
Server Tips Payable	1,928	4,972	3,788	0
Deferred Property Tax	503,744	503,744	503,744	503,744
Deferred Insurance Claims	22,964	22,964	22,964	22,964
Deferred Revenue - PARQ	7,204	7,204	7,204	7,204
<b>TOTAL CURRENT LIABILITIES</b>	<b>1,095,078</b>	<b>1,179,770</b>	<b>1,154,525</b>	<b>1,109,139</b>
<b>LONG TERM DEBT</b>				
Bond Issue	7,115,000	7,115,000	7,115,000	7,115,000
Deferred Loss Series 2017 Refunding Bond	(582,096)	(582,096)	(582,096)	(582,096)
Original Issue Premium 2017 Bonds	600,681	600,681	600,681	600,681
RV Lot Gate Opener Deposit	1,260	1,295	1,295	1,330
<b>TOTAL CURRENT &amp; LONG TERM LIABILITIES</b>	<b>8,229,923</b>	<b>8,314,650</b>	<b>8,289,405</b>	<b>8,244,054</b>
<b>FUND EQUITY</b>				
Investment In Property	2,912,134	2,912,134	2,912,134	2,912,134
Debt Service Fund	127,813	127,813	127,813	127,813
Conservation Trust Fund (Lottery)	149,735	149,735	149,735	149,735
Heather Gardens Foundation	186,255	186,255	186,255	189,393
Unrestricted Net Assets	1,864,624	1,864,624	1,864,624	1,715,059
Tabor Reserve	15,984	15,984	15,984	15,984
Net Income/(Loss)	529,026	427,286	292,342	146,427
<b>Total Equity</b>	<b>5,785,570</b>	<b>5,683,830</b>	<b>5,548,887</b>	<b>5,256,544</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>14,015,493</b>	<b>13,998,480</b>	<b>13,838,292</b>	<b>13,500,598</b>

**Heather Gardens Metropolitan District  
Club House P&L  
6/30/2023**

7/7/2023  
6:48 AM

	CURRENT ACTUAL	CURRENT BUDGET	CURRENT VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET	
<b>REVENUE</b>								
D512	CH Building Rentals	1,683	1,920	(238)	12,668	13,319	(651)	25,185
D515	Classes	6,904	8,360	(1,456)	46,844	50,163	(3,319)	100,326
D513	Events	5,934	2,639	3,295	16,790	15,834	956	31,668
D516.1	Coffee Revenue	186	250	(64)	1,164	1,500	(336)	3,000
D513.1	Trips Revenue	1,862	3,025	(1,163)	6,097	18,150	(12,053)	36,300
	<b>TOTAL REVENUE</b>	<b>16,569</b>	<b>16,194</b>	<b>374</b>	<b>83,563</b>	<b>98,966</b>	<b>(15,403)</b>	<b>196,479</b>
<b>WAGES/BENEFITS</b>								
C500	Salaries - FTP	9,841	10,559	717	65,369	66,312	942	133,363
C510	Salaries - Part Time	6,700	6,013	(687)	43,472	37,519	(5,954)	73,595
C520	Salaries - Overtime	251	0	(251)	408	0	(408)	0
C530	Salaries - Teachers	4,416	8,138	3,722	44,008	53,163	9,155	104,159
C540	Taxes - Payroll	1,986	2,528	541	14,448	17,318	2,869	33,084
C550	Retirement Expense	422	0	(422)	1,547	0	(1,547)	0
C553	Insurance - Personnel	1,174	1,190	16	6,640	7,138	497	14,989
C574	Recruit/Train/Services	0	30	30	355	183	(172)	365
C588	Workers Comp Insurance	0	207	207	0	1,239	1,239	2,479
	<b>TOTAL WAGES/BENEFITS</b>	<b>24,790</b>	<b>28,665</b>	<b>3,873</b>	<b>176,247</b>	<b>182,872</b>	<b>6,621</b>	<b>362,034</b>
<b>OPERATING EXPENSES</b>								
C675.2	Salaries-Charge Out	(1,999)	(1,970)	29	(12,062)	(11,887)	175	(23,971)
C673	Maintenance Hours	1,187	6,443	5,257	25,593	38,936	13,343	87,742
C676	Golf Hours	0	0	0	3,751	1,773	(1,978)	1,963
C677	R & G Hours	0	19	19	148	3,401	3,253	5,403
C678	Custodial Hours	8,674	9,681	1,007	50,751	58,086	7,335	116,173
	<b>CHARGE-OUT SUBTOTALS</b>	<b>7,862</b>	<b>14,173</b>	<b>6,312</b>	<b>68,181</b>	<b>90,309</b>	<b>22,128</b>	<b>187,310</b>
C621.1	Mileage Reimbursement	0	10	10	0	50	50	103
C627	Pool Care & Supplies	91	1,791	1,700	6,139	12,939	6,800	23,685
C639	Software & IT	295	340	45	1,889	2,040	151	4,080
C640	Electric	8,508	8,323	(186)	47,291	47,803	512	98,884
C643	Gas	1,716	1,601	(115)	10,416	10,645	228	24,305
C662	Office Supplies & Postage	669	636	(33)	2,766	3,816	1,050	7,632
C662.1	CC & ActiveNet	2,179	2,123	(56)	5,972	6,940	968	13,489
C671	Outside Contractors	1,236	1,305	69	6,563	7,830	1,267	20,355
C683	Repairs - Equipment	582	513	(69)	1,688	3,078	1,390	6,156
C684	Supplies	1,441	2,812	1,371	5,750	10,874	5,124	21,000
C684.1	Custodial Supplies	2,047	2,000	(47)	10,634	12,000	1,366	24,000
C684.2	Coffee Supplies	630	230	(400)	1,421	1,380	(41)	2,760
C686.1	Special Event Supplies	1,580	516	(1,064)	4,323	4,841	518	7,933
C686.2	Special Event Contractors	486	790	305	3,275	4,742	1,467	9,484
C687	Trips Expense	588	3,025	2,437	8,748	18,150	9,402	36,300
C688	Non Capital Equipment	95	350	255	688	2,100	1,412	4,200
C689	Phone & Internet	528	377	(151)	2,856	2,262	(594)	4,524
C690	ROU Equip Leases	226	0	(226)	1,358	0	(1,358)	0
C698	Water & Sewer	2,018	2,756	738	9,147	10,387	1,240	22,998
	<b>TOTAL OPERATING EXPENSES</b>	<b>32,777</b>	<b>43,671</b>	<b>10,895</b>	<b>199,105</b>	<b>252,186</b>	<b>53,080</b>	<b>519,198</b>
	<b>NET REVENUE &amp; EXPENSE</b>	<b>(40,998)</b>	<b>(56,142)</b>	<b>15,142</b>	<b>(291,789)</b>	<b>(336,092)</b>	<b>44,298</b>	<b>(684,753)</b>

**Heather Gardens Metropolitan District  
Golf P&L  
6/30/2023**

7/7/2023

6:46 AM

		<b>CURR MONTH ACTUAL</b>	<b>CURR MONTH BUDGET</b>	<b>CURR MONTH VARIANCE</b>	<b>YTD ACTUAL</b>	<b>YTD BUDGET</b>	<b>YTD VARIANCE</b>	<b>ANNUAL BUDGET</b>
<b>REVENUE</b>								
D507	Golf Fees Daily	47,222	48,501	(1,280)	136,253	139,190	(2,938)	346,760
D507.1	Golf Simulator	10	0	10	2,130	970	1,160	1,393
D509.2	Golf Disc - 40 Play	2,832	6,436	(3,604)	8,843	9,190	(347)	19,735
D511	Golf Cart Rental Income	12,427	13,505	(1,078)	31,973	32,666	(693)	83,432
D511.1	Golf Merchandise	3,471	3,452	19	11,269	12,784	(1,515)	30,711
D511.2	Golf Lesson	2,665	1,045	1,620	5,480	3,696	1,784	8,893
D511.3	Golf Bag Storage	130	206	(76)	410	206	204	7,970
D511.4	Golf Pull Cart	1,072	653	419	2,944	2,006	938	5,730
	<b>TOTAL REVENUE</b>	<b>69,829</b>	<b>73,798</b>	<b>(3,970)</b>	<b>199,302</b>	<b>200,708</b>	<b>(1,407)</b>	<b>504,624</b>
<b>WAGES/BENEFITS</b>								
G500	Salaries - FTP	18,362	27,258	8,896	147,877	171,418	23,541	340,950
G510	Salaries - Part Time	11,250	14,008	2,758	32,152	40,386	8,234	84,639
G520	Salaries - Overtime	479	555	76	1,008	2,686	1,678	5,522
G540	Taxes - Payroll	2,609	3,768	1,159	18,616	20,088	1,473	37,635
G550	Retirement Expense	830	1,296	466	7,072	6,649	(422)	13,364
G553	Insurance - Personnel	1,751	1,817	66	12,112	10,901	(1,211)	22,891
G574	Recruit / Train / Service	1,009	775	(234)	1,854	4,548	2,694	5,498
G588	Workers Comp Insurance	0	383	383	0	2,300	2,300	4,601
	<b>TOTAL WAGES/BENEFITS</b>	<b>36,290</b>	<b>49,860</b>	<b>13,570</b>	<b>220,691</b>	<b>258,976</b>	<b>38,287</b>	<b>515,100</b>
<b>OPERATING EXPENSES</b>								
G675.2	Salaries - Charged Out	0	0	0	(3,751)	(1,773)	1,978	(1,963)
G675.2	Salaries - Chg from R&G	5,416	0	(5,416)	10,034	0	(10,034)	0
G450	COGS - Merchandise	2,909	1,982	(927)	7,804	7,340	(463)	17,634
G621	Fuel Expense	1,019	1,211	191	3,203	3,589	386	11,862
G621.1	Mileage Reimbursement	0	42	42	132	210	78	325
G624	Contingency-Water	41	40	(1)	272	240	(32)	10,400
G639	Software & IT	241	258	17	1,937	1,548	(389)	3,096
G640	Electric	1,246	1,074	(172)	4,890	4,120	(770)	8,546
G640.1	Electric - Pump	4,022	8,455	4,433	14,138	19,728	5,589	51,114
G643	Gas	18	32	14	870	769	(101)	1,549
G645	Uniforms	157	62	(95)	1,410	1,672	262	2,044
G662	Office Supplies & Postage	0	0	0	60	100	40	200
G662.1	Credit Card Expense	2,982	2,648	(334)	7,598	7,805	207	22,156
G665	Rent - Equipment	0	0	0	0	0	0	2,500
G671	Outside Contractors	1,949	1,209	(740)	6,379	7,898	1,519	26,095
G676.1	Golf Shop Supplies	0	176	176	382	1,100	718	2,112
G680	Radio Communications	0	0	0	294	400	106	400
G683	Repairs - Equipment	624	2,450	1,826	15,288	10,700	(4,588)	21,400
G684	Supplies	5,277	6,000	723	21,564	30,047	8,483	52,440
G688	Non Capital Equipment	0	0	0	0	0	0	5,000
G689	Telephone	273	300	27	1,761	1,800	39	3,600
G697	Marketing	150	417	267	1,540	2,498	958	5,000
	<b>TOTAL OPERATING EXPENSES</b>	<b>26,324</b>	<b>26,356</b>	<b>31</b>	<b>95,805</b>	<b>99,791</b>	<b>3,986</b>	<b>245,510</b>
	<b>NET REVENUE &amp; EXPENSE</b>	<b>7,215</b>	<b>(2,418)</b>	<b>9,631</b>	<b>(117,194)</b>	<b>(158,059)</b>	<b>40,866</b>	<b>(255,986)</b>

**JUNE 2023**

**HGMD Golf Usage Report**

**Revenue**

**Daily Rates**

	Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue
85+	\$ 10.00	69	\$ 690	174	\$ 1,740
Resident	\$ 9.95		\$ -		
Resident Everyday	\$ 11.00	805	\$ 8,855	2,278	\$ 25,053
Guest of Resident- weekday	\$ 14.00	87	\$ 1,218	297	\$ 4,158
Guest of Resident- weekend	\$ 18.00	81	\$ 1,458	239	\$ 4,223
Non-Resident Sr. - No Timeframe	\$ 16.00	(8)	\$ (128)	(8)	\$ (128)
Non-Resident Sr. - Weekday	\$ 15.01	584	\$ 8,763	1,341	\$ 20,140
Non-Resident Sr. - Weekend	\$ 18.97	240	\$ 4,552	831	\$ 15,784
Non-Resident - Weekday	\$ 18.14	228	\$ 4,136	695	\$ 12,588
Non-Resident - Weekend	\$ 22.92	304	\$ 6,969	1,035	\$ 23,791
Junior- weekday	\$ 10.00	40	\$ 400	169	\$ 1,690
Junior- weekend	\$ 13.00	20	\$ 260	64	\$ 829
Twilight	\$ 14.00	54	\$ 756	58	\$ 812
2 for 20 Special	\$ -		\$ -		
2 for 26 Special	\$ 13.00	480	\$ 6,240	1,245	\$ 16,185
2 for 1	\$ 18.00		\$ -		
2 for 1 (free player)	\$ -		\$ -		
League - Weekend	\$ 18.00	1	\$ 18	1	\$ 18
League - Weekday	\$ 15.00	7	\$ 105	864	\$ 12,960
40 Play Punches	\$ 9.27	317	\$ 2,938	1,008	\$ 9,144
Complimentary Round-Employee	\$ -		\$ -		
Complimentary Round	\$ -		\$ -		
Adjustment to Income	\$ -		\$ 2,824		\$ (3,892)
<b>Golf Daily Fee</b>		3,309	\$ 50,054	10,291	\$ 145,095

**Prior Year**

	Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue
	\$ 9.00	78	\$ 702	188	\$ 1,692
	\$ 9.95	0	\$ -	61	\$ 607
	\$ 9.99	771	\$ 7,700	2,060	\$ 20,590
	\$ 13.00	121	\$ 1,573	326	\$ 4,238
	\$ 17.00	62	\$ 1,054	191	\$ 3,245
	\$ 18.33	(6)	\$ (110)	(14)	\$ (242)
	\$ 14.99	647	\$ 9,700	1,488	\$ 22,299
	\$ 19.17	256	\$ 4,908	781	\$ 14,810
	\$ 18.00	240	\$ 4,320	605	\$ 10,882
	\$ 23.06	301	\$ 6,940	779	\$ 17,954
	\$ 9.00	22	\$ 198	197	\$ 1,773
	\$ 12.00	11	\$ 132	25	\$ 300
	\$ 14.00	54	\$ 756	59	\$ 826
	\$ -		\$ -		
	\$ 12.00	478	\$ 5,738	1,424	\$ 17,099
	\$ 18.00		\$ -		
	\$ -		\$ -		
	\$ 18.00	8	\$ 144	51	\$ 918
	\$ 15.00	0	\$ -	942	\$ 14,130
	\$ 9.00	266	\$ 2,394	779	\$ 6,998
	\$ -		\$ -		
	\$ -		\$ -		
	\$ -		\$ 3,276		\$ (4,774)
	\$ -	3,309	\$ 49,425	9,942	\$ 133,345

**Other Golf Revenue**

40 Play Card	\$ 8.10		\$ -		
Rider Carts	\$ 8.65	1,437	\$ 12,427	3,701	\$ 31,973
Pull Cart	\$ 5.99	144	\$ 862	365	\$ 2,188
Golf Simulator	\$ 20.00	1	\$ 10	97	\$ 2,130
Golf Merchandise D511.1			\$ 3,471		\$ 11,269
Golf Lessons	\$ 126.90	21	\$ 2,665	46	\$ 5,480
Golf Bag Storage	\$ 65.00	2	\$ 130	5	\$ 410
Golf Club Rentals	\$ 14.00	15	\$ 210	54	\$ 756

	\$ 8.10	64	\$ 518	191	\$ 1,547
	\$ 8.68	1,414	\$ 12,277	3,428	\$ 29,696
	\$ 6.00	78	\$ 468	241	\$ 1,446
	\$ 13.50	0	\$ -	45	\$ 882
			\$ 3,138		\$ 11,622
		7	\$ 950	28	\$ 3,360
	\$ 93.50	2	\$ 187	2	\$ 187
	\$ 14.00	9	\$ 126	27	\$ 378

**Total Revenue**

**Golf Course Expenses**

**Profit/(Loss)**

	\$ 69,829	\$ 199,301	\$ 67,089	\$ 182,463
	\$ 62,614	\$ 316,495	\$ 74,222	\$ 305,725
	\$ 7,215	\$ (117,194)	\$ (7,133)	\$ (123,262)

**# of Days Golf Course Closed**

	0	67	0	69
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**Heather Gardens Metropolitan District  
Restaurant P&L  
6/30/2023**

7/7/2023  
8:48 AM

		CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET		
<b>SUMMARY</b>										
Sales		57,807	60,130	(2,323)	286,322	326,711	(40,390)	675,363		
Cost of Goods Sold		15,683	19,172	3,489	90,414	104,872	14,458	216,506		
<b>Gross Profit</b>		<b>42,124</b>	<b>40,958</b>	<b>1,166</b>	<b>195,908</b>	<b>221,839</b>	<b>(25,931)</b>	<b>458,857</b>		
Wages & Benefits		32,337	34,337	2,000	186,161	209,570	23,410	421,174		
Operating Expense		14,459	11,896	(2,564)	62,178	69,405	7,229	141,783		
<b>Net Income/(Loss)</b>		<b>(4,672)</b>	<b>(5,275)</b>	<b>603</b>	<b>(52,431)</b>	<b>(57,136)</b>	<b>4,705</b>	<b>(104,100)</b>		
<b>SALES</b>										
D506	Restaurant Food	46,758	49,057	(2,299)	235,585	270,183	(34,599)	559,959		
D506.1	Restaurant Beer	4,538	4,632	(94)	19,566	21,451	(1,885)	39,050		
D506.2	Restaurant Wine	3,129	2,806	323	15,975	18,102	(2,127)	38,235		
D506.3	Restaurant Liquor	3,382	3,635	(253)	15,196	16,975	(1,779)	38,119		
	<b>TOTAL SALES</b>	<b>57,807</b>	<b>60,130</b>	<b>(2,323)</b>	<b>286,322</b>	<b>326,711</b>	<b>(40,390)</b>	<b>675,363</b>		
<b>COST OF GOODS SOLD</b>										
H450	COGS - Food	13,673	16,925	3,252	79,640	93,215	13,575	193,187	29.2%	33.8%
H455	COGS - Beer	1,093	1,153	60	4,456	5,341	885	9,723	24.1%	22.8%
H455.1	COGS - Wine	736	676	(60)	4,209	4,363	154	9,213	23.5%	26.3%
H455.2	COGS - Liquor	181	418	237	2,109	1,953	(156)	4,383	5.4%	13.9%
	<b>TOTAL COST OF GOODS</b>	<b>15,683</b>	<b>19,172</b>	<b>3,489</b>	<b>90,414</b>	<b>104,872</b>	<b>14,458</b>	<b>216,506</b>	<b>27.1%</b>	<b>31.6%</b>
	<b>GROSS PROFIT</b>	<b>42,124</b>	<b>40,958</b>	<b>1,166</b>	<b>195,908</b>	<b>221,839</b>	<b>(25,931)</b>	<b>458,857</b>		
		73%	68%		68%	68%				
<b>WAGES/BENEFITS</b>										
H500	Salaries - Full Time	15,111	18,667	3,556	109,000	117,211	8,211	234,197		
H510	Salaries - Part Time	10,552	8,561	(1,991)	42,108	46,516	4,408	96,156		
H520	Salaries - Overtime	787	0	(787)	2,048	0	(2,048)	0		
H540	Taxes - Payroll	3,457	2,968	(489)	19,097	20,990	1,893	39,152		
H550	Retirement Expense	134	331	197	567	1,996	1,429	4,026		
H553	Insurance Emp Health	2,296	3,044	748	12,973	18,265	5,292	38,357		
H574	Recruiting/Training	0	451	451	368	2,705	2,338	5,511		
H588	Workers Com Insurance	0	315	315	0	1,887	1,887	3,775		
	<b>TOTAL WAGES/BENEFITS</b>	<b>32,337</b>	<b>34,337</b>	<b>2,000</b>	<b>186,161</b>	<b>209,570</b>	<b>23,410</b>	<b>421,174</b>		
<b>OPERATING EXPENSES</b>										
H673	Maintenance Hours	332	498	166	1,593	2,431	838	4,937		
H674	Custodial Hours	859	716	(143)	5,013	4,296	(716)	8,593		
	<b>CHARGE-OUTS SUBTOTAL</b>	<b>1,191</b>	<b>1,214</b>	<b>23</b>	<b>6,606</b>	<b>6,727</b>	<b>122</b>	<b>13,530</b>		

**Heather Gardens Metropolitan District  
Restaurant P&L  
6/30/2023**

7/7/2023  
8:48 AM

	<b>CURR MONTH ACTUAL</b>	<b>CURR MONTH BUDGET</b>	<b>CURR MONTH VARIANCE</b>	<b>YTD ACTUAL</b>	<b>YTD BUDGET</b>	<b>YTD VARIANCE</b>	<b>ANNUAL BUDGET</b>
H639 Software & IT	609	500	(109)	3,615	3,000	(615)	6,000
H640 Electric	2,127	2,081	(46)	11,823	11,951	128	24,721
H643 Gas	429	400	(29)	2,604	2,661	57	6,076
H644 Water	202	277	75	876	992	116	2,229
H645 Phone & TV	356	350	(6)	2,109	2,100	(9)	4,200
H646 Trash Removal	400	430	30	2,402	2,580	178	5,160
H651 Uniforms	0	0	0	1,575	1,200	(375)	1,200
H652 Discounts & Comps	891	500	(391)	1,180	3,000	1,820	6,000
H655 Linen Service	380	350	(30)	2,291	2,100	(191)	4,200
H662 Office Supplies	61	300	239	179	1,050	871	2,100
H671 Outside Contractors	210	500	290	2,801	3,000	199	6,000
H681 Credit Card Fees	1,532	2,219	686	7,649	9,894	2,245	23,717
H683 Repairs - Equipment	4,360	150	(4,210)	4,360	900	(3,460)	1,800
H684 China/Glass/Flatware	51	125	74	134	750	617	1,500
H684.1 Kitchen Supplies	1,134	1,000	(134)	5,832	6,000	168	12,000
H685 Cleaning Supplies	376	500	124	2,237	3,000	763	6,000
H688 Non Capital Equipment	0	500	500	0	3,000	3,000	6,000
H689 Marketing	150	500	350	1,370	3,000	1,630	6,000
H690 Licenses	0	0	0	2,535	2,500	(35)	3,350
<b>TOTAL OPERATING EXPENSES</b>	<b>14,459</b>	<b>11,896</b>	<b>(2,564)</b>	<b>62,178</b>	<b>69,405</b>	<b>7,229</b>	<b>141,783</b>
<b>NET REVENUE &amp; EXPENSE</b>	<b>(4,672)</b>	<b>(5,275)</b>	<b>602</b>	<b>(52,431)</b>	<b>(57,136)</b>	<b>4,708</b>	<b>(104,100)</b>

Monthly Data from  
SPOTON POS

<b>Jun-23</b>						
Sales per hour						
	Hour	Net Sales per hour	# Checks	# Guests	GCA	
	8:00 AM	\$57.35	2139	3309	\$17.18	
	9:00 AM	\$1,001.50				
	10:00 AM	\$2,308.65				
	11:00 AM	\$8,116.93				
	12:00 PM	\$10,882.02				
	1:00 PM	\$6,964.02				
	2:00 PM	\$3,707.16				
	3:00 PM	\$3,301.33				
	4:00 PM	\$9,286.99				
	5:00 PM	\$8,829.70				
	6:00 PM	\$1,656.50				
	7:00 PM	\$374.00				
	8:00 PM	\$363.64				
	9:00 PM	\$10.00				
	Grand Totals	\$56,859.79				
Top selling items						
	<a href="#">Sunday Brunch</a>	459				
	<a href="#">Lunch Special \$11.75</a>	214				
	<a href="#">H. Gardens Cheeseburger</a>	180				
	<a href="#">Fish"n Chips</a>	136				
	<a href="#">Dinner Special</a>	138				
	<a href="#">Coconut Shrimp</a>	109				
	<a href="#">reuben</a>	89				
	<a href="#">Chicken Croissant Sand.</a>	92				
	<a href="#">Turkey Club</a>	83				
	<a href="#">Chicken Basket</a>	97				
	<a href="#">Chef Cobb Salad</a>	71				
	<a href="#">Baja Style Fish Tacos</a>	69				
	<a href="#">Steak Philly</a>	50				
	<a href="#">Shrimp Louis</a>	49				
	<a href="#">Asian Chicken Salad</a>	45				
	<a href="#">BBQ Pulled Pork Sand.</a>	50				
	<a href="#">Black and Bleu Burger</a>	45				
	<a href="#">BBQ Bacon Cheeseburger</a>	46				
	<a href="#">House Salad</a>	61				
	<a href="#">Cubano</a>	37				
	<a href="#">Bowl of Soup</a>	97				

Monthly Data from  
SPOTON POS

<b>Jun-23</b>					
	<a href="#">Open Food</a>	62			
	<a href="#">Breaded Chicken Sand.</a>	34			
	<a href="#">Cup of Soup</a>	99			
	<a href="#">Chili Rellanos</a>	44			
	<a href="#">Chicken Caesar Salad</a>	28			
	<a href="#">Impossible Veg. Burger</a>	25			
	<a href="#">Wrap Chicken</a>	26			
	<a href="#">Greek Chicken Salad</a>	24			
	<a href="#">Brat &amp; Chips with Kraut</a>	33			
	<a href="#">Mozzarella Sticks</a>	38			
	<a href="#">French Fries</a>	299			
	<a href="#">Warm Lattice Cherry Pie</a>	46			
	<a href="#">Crispy Chicken Salad</a>	17			
	<a href="#">Sweet Potato Fries</a>	140			
	<a href="#">Gluten Free Basket</a>	19			
	<a href="#">Mac and chez bites</a>	21			
	<a href="#">Ladies Golf Wednesday Special \$12</a>	15			
	<a href="#">Fries</a>	38			
	<a href="#">Brownie Ala Mode</a>	19			
	<a href="#">Ice Cream Sundae</a>	15			
	<a href="#">Homemade Chips</a>	503			
	<a href="#">Kids- Hot DogN'FF</a>	7			
	<a href="#">Coleslaw</a>	41			
	<a href="#">Rueben</a>	3			
	<a href="#">Cottage Cheese</a>	21			
	<a href="#">KIDS Brunch</a>	5			
	<a href="#">Kids- Chick StripN'FF</a>	5			
	<a href="#">BLT</a>	3			
	<a href="#">Bratwurst &amp; Chips</a>	4			
	<a href="#">Chicken Quesadilla</a>	3			
	<a href="#">Kids- Mac and Cheese</a>	4			
	<a href="#">Scoop Of Ice Cream</a>	20			
	<a href="#">Kids- Grill ChezN'FF</a>	3			
	<a href="#">Kids- Quesadilla</a>	3			
	<a href="#">Grilled Cheese w/chips</a>	2			
	<a href="#">Add Guacamole</a>	2			
	<a href="#">Fruit</a>	1			
	<a href="#">Dinner Roll</a>	1			
	<a href="#">Dinner Roll</a>	2			

Monthly Data from  
SPOTON POS

**Jan thru June 23**

<b>Jan thru June 23</b>					
<b>Sales per hour</b>					
	<b>Hour</b>	<b>Net Sales per hour</b>	<b># Checks</b>	<b># Guests</b>	<b>GCA</b>
	<b>Hour</b>	<b>Net Sales</b>	<b>10818</b>	<b>17133</b>	<b>\$16.45</b>
	8:00 AM	\$57.35			
	9:00 AM	\$1,925.25			
	10:00 AM	\$15,194.23			
	11:00 AM	\$36,528.97			
	12:00 PM	\$55,148.13			
	1:00 PM	\$34,682.41			
	2:00 PM	\$21,649.91			
	3:00 PM	\$17,557.15			
	4:00 PM	\$36,011.24			
	5:00 PM	\$49,239.62			
	6:00 PM	\$8,436.15			
	7:00 PM	\$3,071.25			
	8:00 PM	\$1,279.14			
	9:00 PM	\$817.25			
	10:00 PM	\$38.00			
	<b>Grand Totals</b>	<b>\$281,636.05</b>			
	<a href="#">Sunday Brunch</a>	2,580.00			
	<a href="#">mothers day</a>	594			
	<a href="#">Lunch Special \$11.75</a>	1,023.00			
	<a href="#">Fish"n Chips</a>	704			
	<a href="#">H. Gardens Cheeseburger</a>	838			
	<a href="#">Dinner Special</a>	676			
	<a href="#">Coconut Shrimp</a>	577			
	<a href="#">Chicken Croissant Sand.</a>	431			
	<a href="#">Chicken Basket</a>	499			
	<a href="#">reuben</a>	364			
	<a href="#">Open Food</a>	230			
	<a href="#">Chef Cobb Salad</a>	331			
	<a href="#">Baja Style Fish Tacos</a>	336			
	<a href="#">Turkey Club</a>	320			
	<a href="#">Steak Philly</a>	272			
	<a href="#">Bowl of Soup</a>	620			
	<a href="#">Asian Chicken Salad</a>	219			

Monthly Data from  
SPOTON POS

<b>Jan thru June 23</b>					
	<a href="#">BBQ Pulled Pork Sand.</a>	240			
	<a href="#">Black and Bleu Burger</a>	203			
	<a href="#">Shrimp Louis</a>	187			
	<a href="#">House Salad</a>	309			
	<a href="#">Cup of Soup</a>	557			
	<a href="#">Cubano</a>	175			
	<a href="#">BBQ Bacon Cheeseburger</a>	177			
	<a href="#">Breaded Chicken Sand.</a>	167			
	<a href="#">Greek Chicken Salad</a>	167			
	<a href="#">Wrap Chicken</a>	154			
	<a href="#">Chili Rellanos</a>	212			
	<a href="#">Brat &amp; Chips with Kraut</a>	203			
	<a href="#">Chicken Caesar Salad</a>	122			
	<a href="#">Impossible Veg. Burger</a>	116			
	<a href="#">cops lunch</a>	152			
	<a href="#">Crispy Chicken Salad</a>	93			
	<a href="#">French Fries</a>	1,411.00			
	<a href="#">Warm Lattice Cherry Pie</a>	198			
	<a href="#">Mozzarella Sticks</a>	130			
	<a href="#">Sweet Potato Fries</a>	606			
	<a href="#">Mac and chez bites</a>	75			
	<a href="#">Gluten Free Basket</a>	41			
	<a href="#">BLT</a>	39			
	<a href="#">VD DAY</a>	29			
	<a href="#">cinco de mayo</a>	29			
	<a href="#">Fries</a>	123			
	<a href="#">Jalapeno poppers</a>	37			
	<a href="#">Brownie Ala Mode</a>	68			
	<a href="#">Ice Cream Sundae</a>	65			
	<a href="#">Rueben</a>	21			
	<a href="#">Homemade Chips</a>	2,190.00			
	<a href="#">KIDS Brunch</a>	28			
	<a href="#">Dinner special Steak</a>	15			
	<a href="#">Coleslaw</a>	165			
	<a href="#">Kids- Mac and Cheese</a>	26			
	<a href="#">Ladies Golf Wednesday</a>				
	<a href="#">Special \$12</a>	15			
	<a href="#">Scoop Of Ice Cream</a>	119			
	<a href="#">Rosemary Chicken</a>	10			
	<a href="#">Cottage Cheese</a>	61			
	<a href="#">Kids- Hot DogN'FF</a>	14			
	<a href="#">Grilled Cheese w/chips</a>	10			
	<a href="#">Kids- Chick StripN'FF</a>	11			

Monthly Data from  
SPOTON POS

<b>Jan thru June 23</b>					
	<a href="#">Kids- Grill ChezN'FF</a>	8			
	<a href="#">Bratwurst &amp; Chips</a>	7			
	<a href="#">Chicken Quesadilla</a>	5			
	<a href="#">Chicken Salad Croissant</a>	3			
	<a href="#">Kids- Quesadilla</a>	5			
	<a href="#">Turkey Club Sandwich</a>	2			
	<a href="#">Tortilla Chips</a>	5			
	<a href="#">Fruit</a>	9			
	<a href="#">Dinner Roll</a>	26			
	<a href="#">BLT with Chips</a>	2			
	<a href="#">Kids- 2 Sliders w/ FF</a>	2			
	<a href="#">Two Piece F&amp;Chips</a>	1			
	<a href="#">Add Guacamole</a>	3			
	<a href="#">Boston Cream Pie</a>	1			
	<a href="#">Caesar Salad</a>	1			
	<a href="#">Green Beans</a>	1			
	<a href="#">1/2 Chic Salad</a>	1			
	<a href="#">1/2 Ham and cheese</a>	7			
	<a href="#">Chicken Quesadilla</a>	4			
	<a href="#">Fruit</a>	8			
	<a href="#">Kids- Mac and Cheese</a>	3			
	<a href="#">BLT with Chips</a>	2			
	<a href="#">Dinner Roll</a>	18			
	<a href="#">Mashed Potatoes</a>	6			
	<a href="#">Kids- Grill ChezN'FF</a>	2			
	<a href="#">Kids- Hot DogN'FF</a>	2			
	<a href="#">Box Lunch #1</a>	1			
	<a href="#">Salad Bar with Entree</a>	2			
	<a href="#">Side Bacon</a>	3			
	<a href="#">Kids- 2 Sliders w/ FF</a>	1			
	<a href="#">Onion Rings</a>	2			
	<a href="#">Cookies</a>	3			
	<a href="#">Add Guacamole</a>	1			

**HEATHER GARDENS BUDGET & FINANCE COMMITTEE**  
**JUNE 16, 2023, MEETING NOTES**  
**COMMITTEE MET IN THE BOARD ROOM**  
**MEETING ALSO AVAILABLE ON ZOOM**

**TO:** Members of the Heather Gardens Budget & Finance Committee, HGA Board of Directors, HGMD Board of Directors, Chief Executive Officer, and Chief Financial Officer.

**FROM:** Terry Hostetler, HGA Treasurer, and Craig Baldwin, HGMD Representative/co-chair.

**Committee:** Terry Hostetler, Co-Chair, Craig Baldwin HGMD Representative and Co-Chair, Ray Nash, Randy Lane, Richard Ferguson (excused), John Recob, Bev Havens, Bill Archambault.

**Staff:** Jerry Counts, CFO.

**Audience:** Approximately 15 residents, including HGA Board Members and HGMD Board Members

**Welcome and Chair Comments:** The B&F Committee meeting was called to order at 10:00 AM. A quorum was established. Co-Chair Hostetler welcomed all members and guests and thanked Harry Laubach for his service to the committee and the community.

The May meeting report was accepted as presented.

**Monthly Operating Analysis Review:** Jerry Counts, CFO, reviewed the May 2023 financial statements for HGA and HGMD. All questions were answered.

The recent flooding of the basements of 29 units was discussed. The Association arranged for the rental of fans and heating elements to assist many residents whose homes had water intrusion from the May rains. It was reported that the cost per unit for rental of necessary equipment was about \$7,000 per unit. Questions were raised whether HGA insurance would reimburse the Association for the cost. An insurance claim has been filed. HGA has not received a definite answer regarding whether the insurance carrier will honor the claim for that cost. The committee recommend that the HGA Board review the declaration and the insurance policy in regard to final liability for the cost incurred by HGA. The committee also noted that the final outcome may set precedent for future incidents of this nature.

**Subcommittee and Other Reports:**



Audit Subcommittee: Report was reviewed with no comments.

Insurance Subcommittee: Randy Lane, subcommittee chair, reported that the insurance subcommittee met with brokers regarding HGA insurance coverage costs for the upcoming year. While no final amounts are available at this time it is known that premiums will increase substantially. The committee and the Board will work diligently to minimize the increase. Much more on this will be reported in future meetings.

Capital Projects Subcommittee: John Recob, subcommittee chair, reported that the subcommittee will meet at 1:00 PM on June 22<sup>nd</sup> to continue the preparation for the 2024 budget cycle. Board members are encouraged to attend. The meeting will be in the Board Room.

Investment Update: Nothing new to report.

#### **Unfinished Business:**

- 1) Discuss draft budget development schedule for 2024. The proposed schedule requires additional input from both HGA and HGMD before finalization.

#### **New Business:**

- 1) Motion by Nash seconded by Havens and approved unanimously the Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors ratify the contract with Long Mechanical to furnish and install one new 100-gallon Rheem Ruud Water Heater in Building 216 for the cost of \$31,000 plus a change order reserve of \$3,100 for a total cost of \$34,100. This was an emergency installation.
- 2) Motion by Recob seconded by Havens and approved unanimously that the Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors approve the contract with Building Envelope Consultants to provide consulting/design, as well as bid and construction management necessary to resolve the water penetration issues on the northwest side of Building 244's underground garage. The contract cost is \$22,740 with a change order reserve amount of \$3,411 for a total cost of \$26,151.
- 3) Motion by Lane seconded by Baldwin and approved unanimously that the Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors approve the contract with 5280 Waste Solutions for a monthly cost of \$13,606 with a monthly change order fee of \$1,540 for a total monthly cost of \$15,146. The contract covers the trash and recycling removal and disposal from the HG Clubhouse, Rendezvous Restaurant, Maintenance Building, Country Places 1 – 6, as well as the multi-story condominium buildings. Also covered is the Sanitation Stations on HGA Property. As a result of recent changes to HGMD's by laws regarding signatures required on contracts above \$5,000, who has authority to sign contracts regarding HGMD, and certain Colorado statutory restrictions regarding the appropriation of funds for a governmental unit, the Committee realizes that both Boards will need to work out

certain details regarding the contract. Time is of the essence as the current contract expires soon.

- 4) Motion by Baldwin seconded by Recob and passed unanimously that the Budget and Finance Committee recommend that the Heather Gardens Metropolitan District Board of Directors approve the removal and replacement of damaged asphalt in the parking lot of the maintenance facility at a depth of 6 inches by Denver Commercial Properties for an estimated cost for 5,000 SF at \$6.15/SF for \$30,750 plus a change order of \$4,250 for a total \$35,000. Any repairs over or under that amount will be priced at \$6.15/SF to be determined during the project. The contract will include the following: 1) the project is tax exempt. 2) Contractor to provide all permits. 3) Contractor will remove all waste. 4) Contractor will excavate to a depth to provide road base plus 6 inches of asphalt. 5) Contractor will install crack sealing at transitions. 6) Contractor will provide all needed repairs plus or minus 5,000 at \$6.15/SF.
- 5) Motion by Baldwin seconded by Lane and passed unanimously the Budget and Finance Committee recommend that the Heather Gardens Metropolitan District Board of Directors approve the purchase of an Artic Industries BL812, CF-R 722 CF Freezer to be installed by Shamrock Foods for \$22,531 with subcontractor work totaling \$6,250 plus a change order of \$6,178 for a total cost or \$34,949. This is \$4,959 over budget. As there was no rationale provided for the needed freezer size, the committee further recommends that the HGMD Board of Directors research and verify the cubic foot actually needed.

**Members of the audience wishing to speak on non-agenda items:** A resident member suggested that the next Joint Budget and Finance Committee meeting be held prior to the departure of the current Chief Financia Officer.

The meeting was adjourned at 12:35 PM. The next meeting is currently scheduled for Monday, July 17th at 10:00 AM in the Board Room and via Zoom.

**Budget and Finance Committee**

**Audit Sub-Committee**

**Monday, June 26, 2023**

To: Terry Hostetler, HGA Treasurer

From: Bev Havens, Chair – Audit Sub-Committee

Committee Members: Karen Gold, Karen Kasprzak, Rita Lusk, Karen McClaury, Barbara Schneller, and Karyn Simon

The Audit Sub-Committee met on Monday, June 26, 2023, at 9:00 AM to review May 2023 paid invoices. That review was based on the nine steps outlined in the Joint Procedure JPM-B3.

Total checks written and validated: 148. Total disbursements: \$585,204.56.

Total ACH transfers validated: 23. Total ACH disbursements: \$90,568.66.

Each page of the check register for May 2023 was initialed by the Chair, Bev Havens. All checks were accounted for. These copies will be retained by the CFO for the auditors.

Finds: All vendor payments were verified and properly authorized.

Questions: None

Our next meeting will be on Monday, July 24, 2023, at 9:00 AM to audit June 2023 payments.

Bev Havens, Chair

CC: Jon Rea, CEO

Jerry Counts, CFO

Evelyn Ybarra

**Heather Gardens Association**  
**Capital Programs Subcommittee**  
**June 22, 2023 Meeting Notes**

- A. Introductions/Welcome – Per the Joint Procedure Memorandum, this Subcommittee is supposed to have between 9 and 14 members so there are open spots for anyone who wants to join. We are especially looking for members with experience in Property Management/Maintenance, Engineering, Architecture, or similar roles. Current members - John Recob Chair, Terry Hostetler, Bill Archambault, Ray Nash, Mitch Albert, Craig Baldwin. Management – Jon Rea, Jerry Counts, Don O’Gorman, Jon Howell. Craig has just joined as a member and will represent the Metro District.
- B. History and Goal of Capital Programs
1. Started funding Reserves in 2016, 40 yrs into development per effort from John Coil. It is taking time to get our project scope list complete and to catch up our funding.
  2. The goal is 60% of full funding. We are about 25% based upon numbers currently included.
  3. CPSC is part of B&FC, but works closely with the Maintenance Committee.
  4. Today’s meeting goal – Tool (Reserve spreadsheet) update status and things we can do to add transparency to the Capital Programs process.
  5. Regular updates of Capital Programs are discussed monthly in MC, B&FC & Bd Mtgs.
- C. Review items needing modifications in the master spreadsheet.
1. 3-6 story carpet and stairwell flooring replacements – this is currently shown as one line item. John Recob will work on breaking this up into the 183 floor components it includes. There was discussion using this as an example of how we might think outside the box and look for ways to extend the life of each floor where possible by using the replacement floor tiles in our possession to extend the life of some floors. We should always be looking for ways to reasonably delay the need for complete replacements wherever possible.
  2. Heat, Ventilating, and Air Conditioning components – Jon Howell and John Recob have been updating the draft HVAC write-ups to include with the Reserve Spreadsheet to explain our systems to new members and the community. It appears we may not need to replace any of the

Evaporative Coolers this year as they all looked good after this year's start-up was completed.

3. Domestic Hot Water Systems – The main components on the Reserve spreadsheet under this category are the two 100 gallon water heaters in each building used for our domestic hot water. John Recob will be updating the Reserve spreadsheet to convert the single line currently displayed to the 70 individual water heaters to better predict when monies will be needed for their replacements.
  4. Retaining walls – This was another discussion about ideas to extend the lives of our major components rather than replacing expensive items. We discussed possible opportunities to repair dry stacked stone retaining walls rather than paying for their complete replacement. One of the challenges discussed was that many contractors are unwilling to repair since they would rather complete larger projects to completely replace.
  5. Access Control & Other Security Upgrades – This is an item that is shown to kick into full swing in 2024 and the committee requested additional information about the actual scope beyond replacement of the entry call/door systems in the multistory lobbies.
  6. Atrium building landscaped decks new design – At the last Board meeting, the Board approved an engineer to investigate our current leaks at the northwest corner of building 244 and recommend short- and long-term solutions to these landscaped concrete decks. There are 12 similar areas that are likely to need attention over the next few years. Jon Rea authorized our Road & Grounds department to remove all large tree planters currently over these decks.
  7. Waterwise/Xeriscaping – A lengthy discussion took place regarding water conservation and the collection of data to further investigate long-term solutions. Mitch was authorized to talk with Matt Martella and Harold to get data on our irrigation water consumption to allow for the development of additional water conservation ideas.
  8. Plumbing Infrastructure – The Board is researching scope & cost in 2023 and has authorized Bergman group to revise their recent proposal to include the full scope of systems needing study for building 201. Building 201 is our oldest building and will be used as our test case.
- D. Review long range planning items currently not included in the master spreadsheet. Several issues/projects were referred to the Long-Range Planning Committee at our April meeting for further study.
- E. Updating of costs in the Reserve spreadsheet – Jon Rea has updated many of the prices since our last meeting.
- F. Rearrange items to group like items together – Jerry Counts completed this in the Reserve spreadsheet since the last meeting.

G. Expanded Project Notes for archives – John Recob and Jon Howell continue to expand the system descriptions for the systems below.

1. HVAC
2. Domestic Water Systems
3. Flooring
4. Retaining walls

H. Expanded scope description at September Budget Workshops – We had a good discussion about expanding the discussions of Capital Programs during the September Budget workshops. We intend to take what has typically been about a 30 minute discussion and extend it to one lasting 2 or more hours. We will start with an explanation of why Reserves are important to our community and how they work. This will be followed by a detailed description of each work category contemplated for our 2024 budget and ending with how this affects our annual contribution to Capital Reserves to further our progress to a 60% of Fully Funded or greater status. This will include describing terms used like “Fully Funded”. It was suggested that we include an article in the Heather n Yon introducing residents to Capital Reserves.

Best Deale Bank  
123 Main Street  
Anytown, US 12345



Contact Us  
**1-555-123-4567**  
contact@bestdealebank.com  
www.bestdealebank.com



Sample School District  
456 Main Street  
Anytown, US 56789

Account  
**Sample School District**

Date  
**01/31/2021**

Page  
**1 of 3**

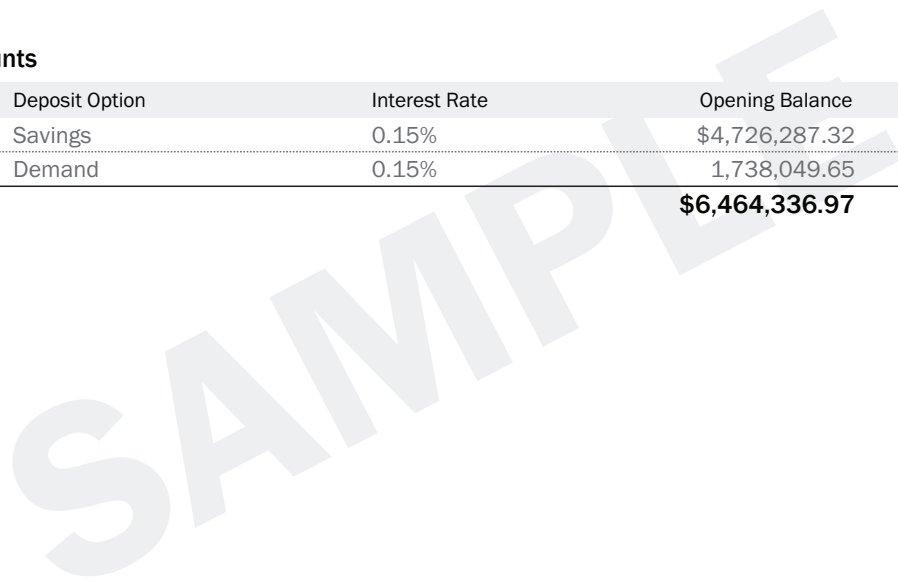
**IntraFi® Cash Service, or ICS®, Monthly Statement**

The following information is a summary of activity in your account(s) for the month of January 2021 and the list of FDIC-insured institution(s) that hold your deposits as of the date indicated. These deposits have been placed by us, as your agent and custodian, in deposit accounts through ICS. Funds in your deposit accounts at the FDIC-insured institutions at which your funds have been placed will be "deposits," as defined by federal law.

Custom text may be added here.

**Summary of Accounts**

Account ID	Deposit Option	Interest Rate	Opening Balance	Ending Balance
*****123	Savings	0.15%	\$4,726,287.32	\$4,726,963.69
*****456	Demand	0.15%	1,738,049.65	1,738,345.38
<b>TOTAL</b>			<b>\$6,464,336.97</b>	<b>\$6,465,309.07</b>



**DETAILED ACCOUNT OVERVIEW**

Account ID: \*\*\*\*\*123  
Account Title: Sample School District

**Account Summary - Savings**

Statement Period	1/1-1/31/2021	Average Daily Balance	\$4,726,371.48
Previous Period Ending Balance	\$4,726,287.32	Interest Rate at End of Statement Period	0.15%
Total Program Deposits	74.33	Statement Period Yield	0.15%
Total Program Withdrawals	(0.00)	YTD Interest Paid	602.04
Interest Capitalized	602.04	YTD Taxes Withheld	0.00
Taxes Withheld	(0.00)		
<b>Current Period Ending Balance</b>	<b>\$4,726,963.69</b>		

**Account Transaction Detail**

Date	Activity Type	Amount	Balance
01/05/2021	Deposit	\$74.33	\$4,726,361.65
01/29/2021	Interest Capitalization	602.04	4,726,963.69

**Summary of Balances as of January 31, 2021**

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Innerst Savings Bank	Tulsa, OK	**010	248,373.72
First Eagleville Bank	Syracuse, NY	**011	248,381.64
Lockland Bank	San Diego, CA	**012	248,378.59
Southstreet Community Bank	Boston, MA	**013	248,381.64
Winchester County Bank	Pasadena, CA	**014	248,381.64
Southeast Regional Bank	Atlanta, GA	**015	248,381.64
Loring Savings Bank	Lansing, PA	**016	248,366.78
Calera Bank	Clarksville, TN	**017	7,745.56
Port Addison Bank	Uniondale, MT	**018	248,381.64
Alpine National Bank and Trust	Dallas, TX	**019	248,381.64
First Bank of Ogdentown	Auburn Hills, NJ	**020	248,381.64
Bank of North Haverbrook	Topeka, KS	**021	248,381.64
Copper Savings and Loan	Carmel, IN	**022	248,378.64
Seashore National Bank	Pasadena, CA	**023	248,381.63
Sperry Sound Bank	Newark, OH	**024	248,381.64
Harbor Bell Savings and Trust	Birmingham, AL	**025	248,381.63
Huntingfield Bank	Winter Haven, FL	**026	248,381.64
Torrence Bank	Fairfax, VA	**027	248,381.64
Amsel Bank and Trust	Des Moines, IA	**028	248,381.43
Capital Bank of St. Loretta	Mesa, AZ	**029	248,377.67



### DETAILED ACCOUNT OVERVIEW

Account ID: \*\*\*\*\*456  
Account Title: Sample School District

#### Account Summary - Demand

Statement Period	1/1-1/31/2021	Average Daily Balance	\$1,738,121.53
Previous Period Ending Balance	\$1,738,049.65	Interest Rate at End of Statement Period	0.15%
Total Program Deposits	74.33	Statement Period Yield	0.15%
Total Program Withdrawals	(0.00)	YTD Interest Paid	221.40
Interest Capitalized	221.40	YTD Taxes Withheld	0.00
Taxes Withheld	(0.00)		
<b>Current Period Ending Balance</b>	<b>\$1,738,345.38</b>		

#### Account Transaction Detail

Date	Activity Type	Amount	Balance
01/05/2021	Deposit	\$74.33	\$1,738,123.98
01/29/2021	Interest Capitalization	221.40	1,738,345.38

#### Summary of Balances as of January 31, 2021

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Niles Bank	Charleston, SC	**030	\$248,381.64
Rhinefield Bank and Trust	New York, NY	**031	248,067.61
First Bank of Tiberton	Orlando, FL	**032	248,381.64
Bear County Community Bank	High Point, NC	**033	248,381.64
Bank of Hudsonville	Rome, AR	**034	248,369.57
First Bank of Hayfield	St. Augustine, FL	**035	248,381.64
Green Forrest View Savings Bank	Minneapolis, MN	**036	248,381.64

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# ICS, Insured Cash Sweep Service

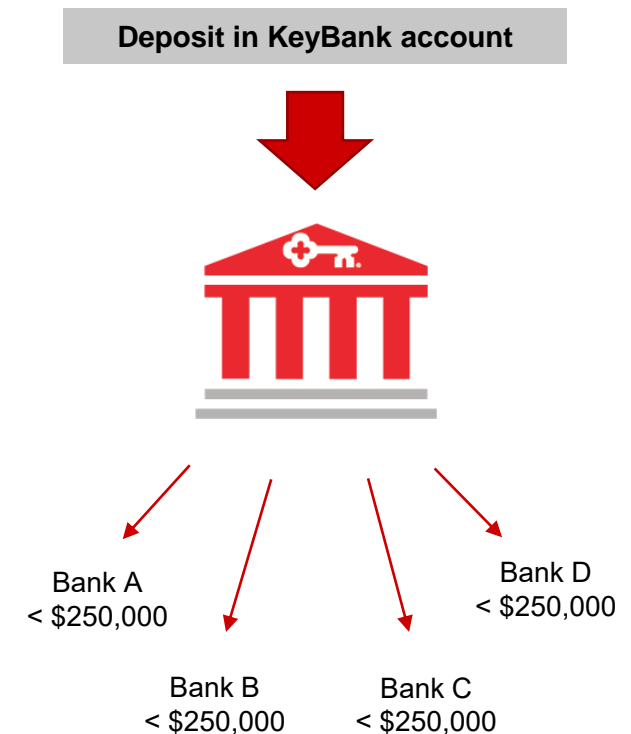
A depository solution that provides liquidity, safety, and yield for idle cash. ICS® facilitates the placement of a large deposit, up to \$130mm, in the ICS Network, providing FDIC insurance coverage across on the full amount swept.

## Features and Benefits

- Provides safety as funds are eligible for multi-million-dollar FDIC insurance
- Account is fully liquid and provides immediate access to funds
- Funds can receive a competitive market interest rate
- Reduce time spent tracking collateral
- Secure and timely access to monitor balances and other relevant account information

## How It Works

- Place a deposit in your Key checking account & establish a target balance
- Key places funds beyond the target balance into the ICS network of banks in amounts below \$250,000 (the current FDIC insurance limit)
- Client is granted secure, 24/7 access to the Depositor Control Panel to track balances and monitor relevant information and also has total balance viewing capabilities in KeyNavigator
- Interest accrues daily and posts monthly
- Monthly cost of \$100 per account



**Budget and Finance Committee**  
**Date: July 17, 2023**

---

**Motion: Recommend Parking Structure Maintenance Plan – Parking Structure #1 and #3 Repairs**

**Project Cost: \$982,141.55**

Based on the recommendation of the Maintenance Committee, I move that the Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors approve the contract with Restruction Corporation to complete the repair work per BC&E's 2023 Parking Structure #1 and #3 design/repair documents. In addition to the basic work identified in the BC&E design, it is recommended that the project include the removal and replacement of all perimeter railings of PS#3. It is further recommended that the existing concrete parking stops be replaced with new rubber parking stops. The contract amount is \$755,493.50. With a change order of \$226,648.05, the total project cost is \$982,141.55. The 2023 capital budget amount is \$1,004,392.

Motion made by:	
Seconded by:	

<b>Outcome of Vote:</b>	
For:	
Against:	
Absent/Abstaining:	
Notes:	

**Rationale/Notes:** See the attached Request for Capital Expenditure for more details.

# HEATHER GARDENS ASSOCIATION REQUEST FOR CAPITAL EXPENDITURE

PROJECT: Parking Structure Maintenance Plan – Parking Structure #1 and 3 Repairs.

DEPT: Contracts

DATE: 7/3/23

<b>BUDGET</b>	<b>Budget Amount:</b>	\$ 1,004,392	<b>Contract Amount:</b>	\$755,493.50
Year: 2023	Expended YTD:	\$ 0.00	Change Order Res.:	\$226,648.05
Tab:	Unexpended Balance:	\$ 0.00	<b>Total Project Cost:</b>	\$982,141.55
Page:			Add. Funds Requested:	

**DESCRIPTION:** This project is part of the 2023 Parking Structure Maintenance Plan. This work includes repairs and additions to Parking Structures #1 and 3 per our engineer BC&E's design/ repair documents dated 2/23/23. Repairs at PS#1 include below grade waterproofing repairs and adding a trench drain along the northside of the parking deck where it meets asphalt parking lot of the HG Clubhouse. PS#3 work includes replacing deteriorated cladding between garage doors of upper deck garage structure, repair wood framing and base of cladding at the sides of upper deck garage structures, remove and replace 12-inch wide strip of concrete topping slab at the east and west sides of the garage unit structure, clean out existing trench drain at the top of ramp and replace damaged section on PS#3, replace (11) existing drains with new drains, remove and replace existing gutters and drip pans, install new drip edge flashing at east and west sides of upper deck parking slab, repair partial depth concrete repairs, perform button head post-tension repairs at intermediate locations as well as at live end anchorage, perform concrete slab edge and curb repair, apply a new polyurethane traffic coating on the upper-level slab, install (46) new rubber parking stops, and remove and replace the existing perimeter metal railing. The recommended contractor Restruction Corporation said they could tentatively start the work in October 2023.

**JUSTIFICATION:** (Attach backup material as required)

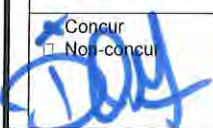
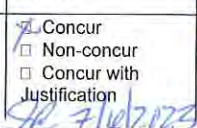

The Heather Gardens Board of Directors has approved a 10-year Parking Structure Maintenance Plan recommended by the Parking Structure Advisory Committee (PSAC) and Heather Gardens long standing structural engineering firm BC&E. The purpose of the maintenance plan is to extend the parking structures life so Heather Gardens residents can continue to safely park their vehicles within the structures. Contractor pricing is based on the design/ repair documents BC&E has provided.

**BID COMPARISON:** (If required, summarize, or attach separate schedule.)

- Restruction Corporation: \$755,493.50
- ORC Concrete Solutions: \$759,900.00
- Western Waterproofing Company: \$1,034,551.00

**RECOMMENDATION:**

The Heather Gardens Contracts Department recommends the Board of Directors approve a contract with Restruction Corporation to complete the repair work per BC&E's 2023 Parking Structure #1 and 3 Design/ Repair Documents. In addition to moving forward with the base bid work listed on the bid form submitted by Restruction Corporation BC&E and the HG Contracts Department recommend moving forward with 2 additional items as add/ alternates: The 2 added/ alternate recommendations are to remove and replace all perimeter railings of PS#3 as well as remove and replace the (46) existing concrete parking stops, replacing with new rubber parking stops. This work is included within the contract amount. The added railing replacement, and new rubber parking stops, along with the traffic coating will provide Parking Structure #3 an uplift from an aesthetic standpoint. The Heather Gardens Contracts Department also recommends the Performance and Payment Bond option to protect Heather Gardens from liens. (For further information regarding the Performance and Payment Bond please see attached). The cost of the Performance and Payment Bond is included within the contract amount. The total cost for this project, added alternates and performance and payment bond is \$755,493.50. A 30% change order reserve in the amount of \$226,648.05 has been added to cover the cost of unforeseen issues needed to complete the project. This project is not to exceed \$982,141.55 without prior Heather Gardens Board approval.

1. Dept. Head	2. CFO	3. CEO	4. Dept. Chair	5. B&F Committee	6. HGA President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

Check: Concur, Non-concur or Concur with justification, then initial. Attach comment sheet if you like.

\*Capital expenditures, except emergency replacements and weatherproofing performed by HGA labor, are approved/revised as follows:  
All Items require Block 1, 2 (when needed), and 3 through 8 completed.



2023 Parking Structure Maintenance Plan - PS#1 and 3 Work			
	Restruction Corporation	ORC Concrete Solutions.	Western Waterproofing
Base Bid	\$463,675	\$401,713	\$484,154
Unit Price	\$173,254.50	\$248,999	\$359,757
Alternate Work Selected.	\$118,564	\$109,188	\$190,640
Notes	Restruction Corporation's unit pricing is lower. This is significant because the unit quantity of these items will likely change during the project.	ORC Pricing is based on an alternate traffic coating product. ORC is \$9,162.70 higher in unit price for line items 2.10 for button head post-tension repair. In addition ORC is \$2,862.70 higher in price for line item 2.11 unit price as well. This could become significant if additional broken tendons are found.	
Totals	\$755,493.50	\$759,900	\$1,034,551

**General Note:** All above pricing reflects the following notes. In lieu of salvaging and replacing damaged parking stops per line item 2.14 of the unit price bid sheet, BC&E and HG Contracts recommend replacing (46) concrete parking stops with (46) new rubber stops. This change is reflected on each bidding contractors unit price bid form. Line items 2.16 and 2.17 to reapiir the existing perimeter railing has also been removed from the bidders unit price bid form and replaced with alternate 3.1 pricing to replace in lieu of repair. BC&E and HG Contracts recommend removal and replacement of the perimeter railing in lieu of repairing existing.

# BC&E REVIEW/SUMMARY

BID Summary Table							
Heather Gardens PS-1 and PS-3 Repairs							
1.0 LUMP SUM WORK							
The LUMP SUM BID shall include all work indicated on the Drawings and in the Project Manual, whether specifically listed below or not, that is associated with the repair type.							
Item No.	Description of work	ORC	Restruction	BC&E Comments			
1.1	Mobilization and Demobilization						
Through 1.4	General Conditions						
	Sounding Survey						
1.4	As-built repair plans and stressing logs	\$ 33,000.00	\$ 10,160.00				
1.5	Perform below-grade waterproofing repairs at PS-1	\$ 84,000.00	\$ 122,395.00				
1.6	Replace base of deteriorated cladding between garage doors of garage unit structure (delegated design). Support new cladding on new concrete curbs.	\$ 39,000.00	\$ 41,640.00				
1.7	Repair wood framing and base of cladding at sides of garage unit structure (delegated design) and support repaired walls on new concrete curbs.	\$ 32,500.00	\$ 47,625.00				
1.8	Remove and replace 12-inch wide strip of concrete topping slab at east and west sides of garage unit structure.	\$ 30,800.00	\$ 17,780.00				
1.9	Clean out existing trench drain at top of ramp and replace damaged section.	\$ 1,800.00	\$ 725.00				
1.10	Replace existing drains with new drains (11 total). Perform ground penetrating radar (GPR) to locate and mark reinforcing steel and post-tensioned tendons around drains. Enlarge openings in concrete slab to accommodate new drains.	\$ 57,200.00	\$ 50,925.00				
1.11	Remove existing gutters and drip pans and paint exposed concrete to match adjacent.	\$ 1,900.00	\$ 2,555.00				
1.12	Install new drip edge flashing at east and west sides of upper parking deck slab.	\$ 24,000.00	\$ 13,330.00				
1.13	Perform partial depth concrete repairs identified on sheet R-2.	\$ 8,820.00	\$ 8,325.00				
1.14	Install new polyurethane traffic coating on upper level slab.	\$ 88,693.00	\$ 148,215.00	ORC is \$59,522 less than Restruction but ORC's price is based on an alternate traffic coating product			
<b>TOTAL LUMP SUM</b>		<b>\$ 401,713.00</b>	<b>\$ 463,675.00</b>	ORC is \$61,962 less than Restruction which is about the same price on lump sum items if traffic coating is not considered			
2.0 ESTIMATED QUANTITY / UNIT PRICE WORK ITEMS							
The Unit Price BID shall include all work indicated on the Drawings and in the Project Manual, whether specifically listed below or not, that is associated with the repair type.							
Item No.	Description of work	Estimated Quantity	Unit	Unit Price	ORC	Unit Price	Restruction
2.1	Add supplemental reinforcing steel	200	lf	\$ 27.50	\$ 5,500.00	\$ 8.95	\$ 1,790.00
2.2	Perform additional partial depth concrete repair	150	sf	\$ 105.00	\$ 15,750.00	\$ 101.20	\$ 15,180.00
2.3	Perform full depth concrete repair	150	sf	\$ 120.00	\$ 18,000.00	\$ 218.55	\$ 32,782.50
2.4	Perform vertical concrete repair	10	sf	\$ 180.00	\$ 1,800.00	\$ 266.95	\$ 2,669.50
2.5	Perform concrete repair at column per details 5&6/R-7	15	sf	\$ 1,025.00	\$ 15,375.00	\$ 398.15	\$ 5,972.25
2.6	Perform concrete curb repair per detail 3/R-7	20	lf	\$ 260.00	\$ 5,200.00	\$ 434.40	\$ 8,688.00
2.7	SEE ALLOWANCE ITEM 4.1	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded
2.8	SEE ALLOWANCE ITEM 4.2	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded
2.9	Remove shallow delamination in concrete and clean exposed reinforcing. Patch with epoxy sand mixture in accordance with the traffic coating manufacturer's requirements. No concrete repair.	5	ea	\$ 400.00	\$ 2,000.00	\$ 64.10	\$ 320.50
2.10	Perform repair to button head post-tensioned tendon at intermediate location per detail 2/R-4. Create additional openings in the slab as indicated in detail (account for partial depth repair quantities in item 2.2 and full depth repair quantities in item 2.3).	5	ea	\$ 15,000.00	\$ 75,000.00	\$ 5,837.30	\$ 29,186.50
2.11	Perform repair to button head post-tensioned tendon at live end anchorage per detail 1/R-5. Create additional openings in the slab as indicated in detail (account for partial depth repair quantities in item 2.2 and full depth repair quantities in item 2.3).	7	ea	\$ 8,700.00	\$ 60,900.00	\$ 5,837.30	\$ 40,861.10
2.12	Perform additional topping slab replacement within garage unit structure	50	sf	\$ 100.00	\$ 5,000.00	\$ 66.95	\$ 3,347.50
2.13	Remove existing concrete parking stop and install new rubber parking stop as detailed herein	46	ea	\$ 220.00	\$ 10,120.00	\$ 484.65	\$ 22,293.90
2.14	Remove and salvage existing concrete parking stop and reinstall following traffic coating installation	28	ea	\$ 155.00	\$ 4,340.00	\$ 302.75	\$ 8,477.00



2.15	Install new gutter	45	If	\$ 103.00	\$ 4,635.00	\$ 68.75	\$ 3,093.75
2.16	Perform side mounted railing post repair	8	ea	\$ 480.00	\$ 3,840.00	\$ 505.20	\$ 4,041.60
2.17	Perform top mounted railing post repair	32	ea	\$ 454.00	\$ 14,528.00	\$ 230.45	\$ 7,374.40
TOTAL ESTIMATED QUANTITY / UNIT PRICE				\$ 235,668.00		\$ 172,508.30	
TOTAL BASE BID (SUM OF LUMP SUM AND UNIT PRICE TOTALS)				\$ 637,381.00		\$ 636,183.30	
PAYMENT AND PERFORMANCE BOND (IF REQUIRED BY OWNER)				\$ 31,719.00		\$ 7,069.00	

**\$29,719**

Restruction's pricing is lower in regards to the unit price items. This is significant because the unit quantity of these items will likely change during construction.

Sids are within 0.2% of each other which should give some confidence in their accuracy.

3.0 ALTERNATIVE WORK ITEM (LUMP SUM)			
Item No.	Description of work	ORC	Restruction
3.1	Subtract Items 2.15 and 2.17 and remove and replace all railings around perimeter of garage (total add).	\$ 103,188.00	\$ 117,425.00
	Increase in payment and performance bond.	\$ 6,000.00	\$ 1,139.00
	Increase in work duration (calendar days)	14	20

Pricing between contractors is similar, BC&E highly recommends that consideration be given to replacing all of the railings. The railings are not in good condition in our opinion and there are benefits to replacing the railings prior to the traffic costing work.

4.0 ALLOWANCE (UNIT PRICE)						
Item No.	Description of work	Estimated Quantity	Unit Price	Unit	ORC	Restruction
4.1	Perform concrete slab edge repair per REVISED detail 4/R-7	15	\$	If	\$ 5,250.00	\$ 7,858.25
4.2	Perform combined concrete curb and slab edge repair per REVISED detail 1/R-7	50	\$	If	\$ 13,750.00	\$ 28,462.50

These work items will require field direction from BC&E during repairs. If deterioration extends beyond the existing PT anchor heads, these repairs could become costly as the tendons would have to be de-tensioned, repaired, and re-tensioned as part of the work. It does not appear that this level of repair is reflected in the pricing of these work items by either contractor and could be significant depending on discovered conditions.

	ORC	Restruction
Project Completion (days)	90	90

Equal duration

SECTION 00 41 00

BID FORM

To: Heather Gardens Association c/o Building Consultants & Engineers, Inc. (BC&E)

Project: PS-3 Coating and Repairs and Limited Repairs at PS-1, 2888 South Heather Gardens Way, Aurora, Colorado

Date: JUNE 13, 2023

Bid Submitted By (List only name of bidder): RESTORATION A DIVISION OF STRUCTURAL

To Whom It May Concern:

1.01 The undersigned, hereby offers to enter into a Contract with the Owner to perform the Work, based on the following:

BASE BID: All Work required to construct the Project. Include the sum of the Lump Sum Grand Total and the Unit Price Grand Total (the Base Bid) for the Contract Sum of:

SIX HUNDRED THIRTY SIX THOUSAND ONE HUNDRED Dollars (\$ 636,183.00)  
SIXTY THREE AND NO/100

If payment and performance bonds are required by the Owner, the cost of the work will be increased by:

SEVEN THOUSAND SIX HUNDRED AND NO/100 Dollars (\$ 7,069.00 )

1.02 BID SUMMARY TABLE: The Contractor is requested to fill out the following bid summary table along with his bid, to allow the Owner to develop an understanding of the cost of portions of the work. The table outlines the major components of the Base Bid Work by category, as outlined in the Scope of Work on Sheet G-1.



BID TABLE		
Heather Gardens PS-1 and PS-3 Repairs		
CONTRACTOR: <i>Restoration</i>		DATE: <i>06/13/23</i>
1.0 LUMP SUM WORK		
The LUMP SUM BID shall include all work indicated on the Drawings and in the Project Manual, whether specifically listed below or not, that is associated with the repair type.		
Item No.	Description of work	Bid Amount
1.1	Mobilization and Demobilization	
Through	General Conditions	
1.4	Sounding Survey	
	As-built repair plans and stressing logs	\$10,160.00
1.5	Perform below-grade waterproofing repairs at PS-1	\$122,395.00
1.6	Replace base of deteriorated cladding between garage doors of garage unit structure (delegated design). Support new cladding on new concrete curbs.	\$41,640.00
1.7	Repair wood framing and base of cladding at sides of garage unit structure (delegated design) and support repaired walls on new concrete curbs.	\$41,625.00
1.8	Remove and replace 12-inch wide strip of concrete topping slab at east and west sides of garage unit structure.	\$17,780.00
1.9	Clean out existing trench drain at top of ramp and replace damaged section.	\$725.00
1.10	Replace existing drains with new drains (11 total). Perform ground penetrating radar (GPR) to locate and mark reinforcing steel and post-tensioned tendons around drains. Enlarge openings in concrete slab to accommodate new drains.	\$50,925.00
1.11	Remove existing gutters and drip pans and paint exposed concrete to match adjacent.	\$2,555.00
1.12	Install new drip edge flashing at east and west sides of upper parking deck slab.	\$13,330.00
1.13	Perform partial depth concrete repairs identified on sheet R-2.	\$8,325.00
1.14	Install new polyurethane traffic coating on upper level slab.	\$148,215.00
TOTAL LUMP SUM		\$463,675.00

**2.0 ESTIMATED QUANTITY / UNIT PRICE WORK ITEMS**

The Unit Price BID shall include all work indicated on the Drawings and in the Project Manual, whether specifically listed below or not, that is associated with the repair type.

Item No.	Description of work	Estimated Quantity	Unit Price	Unit	Bid Amount
2.1	Add supplemental reinforcing steel	200	\$ 8,95	lf	\$ 1790,00
2.2	Perform additional partial depth concrete repair	150	\$101,20	sf	\$ 15,180,00
2.3	Perform full depth concrete repair	150	\$218,55	sf	\$ 32,782,50
2.4	Perform vertical concrete repair	10	\$266,95	sf	\$ 2,669,50
2.5	Perform concrete repair at column per details 5&6/R-7	15	\$398,15	sf	\$ 5,972,25
2.6	Perform concrete curb repair per detail 3/R-7	20	\$434,40	lf	\$ 8,688,00
2.7	SEE ALLOWANCE ITEM 4.1				EXCLUDED
2.8	SEE ALLOWANCE ITEM 4.2				EXCLUDED
2.9	Remove shallow delamination in concrete and clean exposed reinforcing. Patch with epoxy sand mixture in accordance with the traffic coating manufacturer's requirements. No concrete repair.	5	\$64,10	ea	\$ 320,50
2.10	Perform repair to button head post-tensioned tendon at intermediate location per detail 2/R-4. Create additional openings in the slab as indicated in detail (account for partial depth repair quantities in item 2.2 and full depth repair quantities in item 2.3).	5	\$5837 <sup>32</sup>	ea	\$ 29,186,50
2.11	Perform repair to button head post-tensioned tendon at live end anchorage per detail 1/R-5. Create additional openings in the slab as indicated in detail (account for partial depth repair quantities in item 2.2 and full depth repair quantities in item 2.3).	7	\$5837 <sup>32</sup>	ea	\$ 40,861,10
2.12	Perform additional topping slab replacement within garage unit structure	50	\$66,95	sf	\$ 3,347,50
2.13	Remove existing concrete parking stop and install new rubber parking stop as detailed herein	46/18	\$484 <sup>65</sup>	ea	\$ 22,293,90
2.14	Remove and salvage existing concrete parking stop and reinstall following traffic coating installation	28	\$302 <sup>75</sup>	ea	\$ 8,417,00
2.15	Install new gutter	45	\$6875	lf	\$ 3,093,75
2.16	Perform side mounted railing post repair	8	\$505 <sup>20</sup>	ea	\$ 4,040,00
2.17	Perform top mounted railing post repair	32	\$230,45	ea	\$ 7,374,40
<b>TOTAL ESTIMATED QUANTITY / UNIT PRICE</b>					<b>\$ 172,508,30</b>
<b>TOTAL BASE BID (SUM OF LUMP SUM AND UNIT PRICE TOTALS)</b>					<b>\$ 636,183,50</b>
<b>PAYMENT AND PERFORMANCE BOND (IF REQUIRED BY OWNER)</b>					<b>\$ 7,069,00</b>

3.0 ALTERNATIVE WORK ITEM (LUMP SUM)		
Item No.	Description of work	Bid Amount
3.1	Subtract Items 2.16 and 2.17 and remove and replace all railings around perimeter of garage (total add).	\$ 117,425.00
	Increase in payment and performance bond.	\$ 1,139.00
	Increase in work duration (calendar days)	days 20 PAYS.

4.0 ALLOWANCE (UNIT PRICE)					
Item No.	Description of work	Estimated Quantity	Unit Price	Unit	Bid Amount
4.1	Perform concrete slab edge repair per REVISED detail 4/R-7	15	\$190.55	If	\$ 2858.25
4.2	Perform combined concrete curb and slab edge repair per REVISED detail 1/R-7	50	\$569.25	If	28,462.50

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

1.04 The undersigned hereby acknowledges the receipt of addenda numbered:

Number	Date
<u>1</u>	<u>June 8, 2023</u>
_____	_____
_____	_____

1.05 The undersigned agrees not to withdraw his bid for a period of sixty (60) calendar days following the date set for receipt of bids.

1.06 Project Completion: The undersigned agrees to substantially complete the Base Bid Work within 90 calendar days from the date of the Notice to Proceed given by the Owner to the Contractor. These calendar days include federal holidays. Downtime due to weather will be in addition to these days, and will be defined as days or half-days in which work could not reasonably be efficiently performed, in the opinion of the Contractor and BC&E, due to weather-related conditions.

1.07 By signing this Bid Form, the undersigned acknowledges that, in the process of preparing this bid, he has examined; the place of the Work, and all matters referred to in the Instructions to Bidders; he has read and understands the requirements of the Contract Documents.

The undersigned acknowledges his obligation to identify below any errors, omissions, conflicts, code violations or improper use of materials that he has discovered in his examination of the Contract Documents that could interfere with the timely completion, or increase the cost, or reduce the performance, of the Work for which the undersigned will be responsible.

Except as noted below, the undersigned has no objection to, or reservation about, the materials to be furnished or the conditions under which they will be installed, or the sufficiency of the Contract Documents; he is satisfied that he can complete his contractual responsibilities in a good workmanlike manner without extensive modifications or additional expense.

EXCEPTIONS (if any): \_\_\_\_\_

- 1.08 The undersigned understands that the Owner reserves the right to reject any and all bids or to waive any irregularity in any bid received.
- 1.09 The undersigned hereby certifies that his bid is genuine and not sham or collusive, or made in the interest or in behalf of any person herein named; and that the undersigned has not directly or indirectly induced or solicited any other bidder or any other person, firm or corporation to refrain from bidding; and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
- 1.10 In accordance with the requirements of the Instructions to Bidders, the undersigned has included a list of subcontractors which he proposes to use on this project, which list is attached hereto.
- 1.11 Bid Form Signature(s):


Name of Bidder: RESERVATION & DIVISION OF STRUCTURAL  
 (Print or type full legal name of proprietorship, partnership, corporation, etc.)

Address of Bidder: 3870 PLASTE AVENUE  
SERALIA, CO 80135

Telephone No. (303) 688-8244 Fax No. (303) 688-6733

Applicable Contractor License No. (if required): DEVELOP 1197L

Classification: CLASS A

Signature of Authorized Officer: 

Print or Type Name of Authorized Officer: MICHAEL R. WYMAK

Title: DIRECTOR OF ESTIMATING

Nature of firm (corporation, partnership, etc.) LLC

If Corporation, organized under the Laws of the State of MONTANA



SEAL  
(If Corporation)

If the bidder is a joint venture or partnership, each member of the joint venture or partnership must sign on the lines below.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

LIST OF SUBCONTRACTORS

Herewith is the list of Subcontractors referenced in the Bid submitted by:

(Bidder) RESURFACING

dated 06/13/2023 and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

SECTION OR NATURE OF WORK

SUBCONTRACTOR NAME

COATING

COATING SYSTEMS

WATERPROOFING

ALUMA INSULATION AND STYLING

\_\_\_\_\_

\_\_\_\_\_

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END OF SECTION

## ATTACHMENT A

### Qualifications to Structural Preservation Systems, LLC (SPS) Bid for:

#### Heather Gardens Association PS-3 Coating and Repairs and Limited Repairs at PS-1

Prior to entering into a contract agreement for this project, SPS reserves the right to review the final contract terms and conditions and negotiate changes to ensure mutually agreeable terms and conditions for both the Owner and the Contractor.

- 1) Should a Performance and Payment Bond be required to secure this contract:
    - a) The respective P&P Bond forms must be approved by Contractor's surety prior to contract signing and issuance of said bonds.
    - b) The Performance & Payment bond shall only cover the first year of any warranty term which will be reflected in the bond language.
    - c) The cost of the bonds shall be based upon the actual value of the contract. If the value of the contract increases during the project term, then Owner shall pay the cost of any additional bond premium due to Contractor's surety.
    - d) The amount of retainage to be held from progress payments shall be no more than 5% of the amount due the Contractor.
    - e) SPS's surety will require reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract.
- 

#### Scope Related Clarifications/Qualifications

1. Item 3.1 New rails should be considered an allowance until a design for the new rail is completed.

SECTION 00 41 00

BID FORM

To: Heather Gardens Association c/o Building Consultants & Engineers, Inc. (BC&E)

Project: PS-3 Coating and Repairs and Limited Repairs at PS-1, 2888 South Heather Gardens Way, Aurora, Colorado

Date: June 8, 2023

Bid Submitted By (List only name of bidder): Shannon Ozzello

To Whom It May Concern:

1.01 The undersigned, hereby offers to enter into a Contract with the Owner to perform the Work, based on the following:

BASE BID: All Work required to construct the Project. Include the sum of the Lump Sum Grand Total and the Unit Price Grand Total (the Base Bid) for the Contract Sum of:

five hundred ninety four thousand three hundred and eighty one Dollars (\$ 594,381.00 )

If payment and performance bonds are required by the Owner, the cost of the work will be increased by:

twenty nine thousand seven hundred nineteen Dollars (\$ 29,719.00 )

1.02 BID SUMMARY TABLE: The Contractor is requested to fill out the following bid summary table along with his bid, to allow the Owner to develop an understanding of the cost of portions of the work. The table outlines the major components of the Base Bid Work by category, as outlined in the Scope of Work on Sheet G-1.



BID TABLE		
Heather Gardens PS-1 and PS-3 Repairs		
CONTRACTOR:	ORC Concrete Solutions	DATE: 6/9/23
<b>1.0 LUMP SUM WORK</b>		
The LUMP SUM BID shall include all work indicated on the Drawings and in the Project Manual, whether specifically listed below or not, that is associated with the repair type.		
Item No.	Description of work	Bid Amount
1.1 Through 1.4	Mobilization and Demobilization	
	General Conditions	
	Sounding Survey	
	As-built repair plans and stressing logs	\$ 33,000.00
1.5	Perform below-grade waterproofing repairs at PS-1	\$ 84,000.00
1.6	Replace base of deteriorated cladding between garage doors of garage unit structure (delegated design). Support new cladding on new concrete curbs.	\$ 39,000.00
1.7	Repair wood framing and base of cladding at sides of garage unit structure (delegated design) and support repaired walls on new concrete curbs.	\$ 32,500.00
1.8	Remove and replace 12-inch wide strip of concrete topping slab at east and west sides of garage unit structure.	\$ 30,800.00
1.9	Clean out existing trench drain at top of ramp and replace damaged section.	\$ 1,800.00
1.10	Replace existing drains with new drains (11 total). Perform ground penetrating radar (GPR) to locate and mark reinforcing steel and post-tensioned tendons around drains. Enlarge openings in concrete slab to accommodate new drains.	\$ 57,200.00
1.11	Remove existing gutters and drip pans and paint exposed concrete to match adjacent.	\$ 1,900.00
1.12	Install new drip edge flashing at east and west sides of upper parking deck slab.	\$ 24,000.00
1.13	Perform partial depth concrete repairs identified on sheet R-2.	\$ 8,820.00
1.14	Install new polyurethane traffic coating on upper level slab.	\$ 88,693.00
<b>TOTAL LUMP SUM</b>		<b>\$ 368,713.00</b>

\$401,713.

2.0 ESTIMATED QUANTITY / UNIT PRICE WORK ITEMS					
The Unit Price BID shall include all work indicated on the Drawings and in the Project Manual, whether specifically listed below or not, that is associated with the repair type.					
Item No.	Description of work	Estimated Quantity	Unit Price	Unit	Bid Amount
2.1	Add supplemental reinforcing steel	200	\$ 27.50	lf	\$ 5,500.00
2.2	Perform additional partial depth concrete repair	150	\$ 105.00	sf	\$ 15,750.00
2.3	Perform full depth concrete repair	150	\$ 120.00	sf	\$ 18,000.00
2.4	Perform vertical concrete repair	10	\$ 180.00	sf	\$ 1,800.00
2.5	Perform concrete repair at column per details 5&6/R-7	15	\$ 1025.00	sf	\$ 15,375.00
2.6	Perform concrete curb repair per detail 3/R-7	20	\$ 260.00	lf	\$ 5,200.00
2.7	SEE ALLOWANCE ITEM 4.1				EXCLUDED
2.8	SEE ALLOWANCE ITEM 4.2				EXCLUDED
2.9	Remove shallow delamination in concrete and clean exposed reinforcing. Patch with epoxy sand mixture in accordance with the traffic coating manufacturer's requirements. No concrete repair.	5	\$ 400.00	ea	\$ 2,000.00
2.10	Perform repair to button head post-tensioned tendon at intermediate location per detail 2/R-4. Create additional openings in the slab as indicated in detail (account for partial depth repair quantities in item 2.2 and full depth repair quantities in item 2.3).	5	\$ 15,000.00	ea	\$ 75,000.00 <del>\$ 75,000.00</del>
2.11	Perform repair to button head post-tensioned tendon at live end anchorage per detail 1/R-5. Create additional openings in the slab as indicated in detail (account for partial depth repair quantities in item 2.2 and full depth repair quantities in item 2.3).	7	\$ 8,700.00	ea	\$ 60,900.00
2.12	Perform additional topping slab replacement within garage unit structure	50	\$ 100.00	sf	\$ 5,000.00
2.13	Remove existing concrete parking stop and install new rubber parking stop as detailed herein	46 48	\$ 220.00	ea	\$ 10,120.00 <del>\$ 9,960.00</del>
2.14	Remove and salvage existing concrete parking stop and reinstall following traffic coating installation	28	\$ 155.00	ea	\$ 4,340.00
2.15	Install new gutter	45	\$ 103.00	lf	\$ 4,635.00
2.16	Perform side mounted railing post repair	8	\$ 460.00	ea	\$ 3,680.00
2.17	Perform top mounted railing post repair	32	\$ 454.00	ea	\$ 14,528.00
TOTAL ESTIMATED QUANTITY / UNIT PRICE					\$ 225,668.00
TOTAL BASE BID (SUM OF LUMP SUM AND UNIT PRICE TOTALS)					\$ 594,381.00
PAYMENT AND PERFORMANCE BOND (IF REQUIRED BY OWNER)					\$ 29,719.00



3.0 ALTERNATIVE WORK ITEM (LUMP SUM)		
Item No.	Description of work	Bid Amount
3.1	Subtract Items 2.16 and 2.17 and remove and replace all railings around perimeter of garage (total add).	\$ 103,188.00
	Increase in payment and performance bond.	\$ 6,000.00
	Increase in work duration (calendar days)	days 14

4.0 ALLOWANCE (UNIT PRICE)					
Item No.	Description of work	Estimated Quantity	Unit Price	Unit	Bid Amount
4.1	Perform concrete slab edge repair per REVISED detail 4/R-7	15	\$ 350.00	If	\$ 5,250.00
4.2	Perform combined concrete curb and slab edge repair per REVISED detail 1/R-7	50	\$ 315.00	If	15,750.00

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

1.04 The undersigned hereby acknowledges the receipt of addenda numbered:

Number	Date
<u>1</u>	<u>June 8, 2023</u>
_____	_____
_____	_____

1.05 The undersigned agrees not to withdraw his bid for a period of sixty (60) calendar days following the date set for receipt of bids.

1.06 Project Completion: The undersigned agrees to substantially complete the Base Bid Work within 90 calendar days from the date of the Notice to Proceed given by the Owner to the Contractor. These calendar days include federal holidays. Downtime due to weather will be in addition to these days, and will be defined as days or half-days in which work could not reasonably be efficiently performed, in the opinion of the Contractor and BC&E, due to weather-related conditions.

1.07 By signing this Bid Form, the undersigned acknowledges that, in the process of preparing this bid, he has examined: the place of the Work, and all matters referred to in the Instructions to Bidders; he has read and understands the requirements of the Contract Documents.

The undersigned acknowledges his obligation to identify below any errors, omissions, conflicts, code violations or improper use of materials that he has discovered in his examination of the Contract Documents that could interfere with the timely completion, or increase the cost, or reduce the performance, of the Work for which the undersigned will be responsible.

Except as noted below, the undersigned has no objection to, or reservation about, the materials to be furnished or the conditions under which they will be installed, or the sufficiency of the Contract Documents; he is satisfied that he can complete his contractual responsibilities in a good workmanlike manner without extensive modifications or additional expense.

EXCEPTIONS (if any): Please see attached Submittals for Coating

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- 1.08 The undersigned understands that the Owner reserves the right to reject any and all bids or to waive any irregularity in any bid received.
- 1.09 The undersigned hereby certifies that his bid is genuine and not sham or collusive, or made in the interest or in behalf of any person herein named; and that the undersigned has not directly or indirectly induced or solicited any other bidder or any other person, firm or corporation to refrain from bidding; and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
- 1.10 In accordance with the requirements of the Instructions to Bidders, the undersigned has included a list of subcontractors which he proposes to use on this project, which list is attached hereto.

1.11 Bid Form Signature(s):

Name of Bidder: ORC Concrete Solutions LLC  
(Print or type full legal name of proprietorship, partnership, corporation, etc.)

Address of Bidder: 11354 W 13th ave Unit 8  
Lakewood CO 80215

Telephone No. 720-280-8250 Fax No. \_\_\_\_\_

Applicable Contractor License No. (if required): \_\_\_\_\_

Classification: \_\_\_\_\_

Signature of Authorized Officer:  \_\_\_\_\_

Print or Type Name of Authorized Officer: Shannon Ozzello

Title: President

Nature of firm (corporation, partnership, etc.) Corporation

If Corporation, organized under the Laws of the State of Colorado

SEAL  
(If Corporation)

If the bidder is a joint venture or partnership, each member of the joint venture or partnership must sign on the lines below.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

LIST OF SUBCONTRACTORS

Herewith is the list of Subcontractors referenced in the Bid submitted by:

(Bidder) ORC Concrete Solutions LLC

dated 6/8/23 and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

<u>SECTION OR NATURE OF WORK</u>	<u>SUBCONTRACTOR NAME</u>
<u>Plumbing</u>	<u>3C's plumbing</u>
<u>Surface Prep</u>	<u>Boxstate Surface Prep</u>
<u>Gutter/Flashing</u>	<u>5280 Gutters</u>
_____	_____
_____	_____
_____	_____
_____	_____

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END OF SECTION



June 8, 2023

ORC Concrete Solutions  
Project Manager  
[sascha@orcconcretesolutions.com](mailto:sascha@orcconcretesolutions.com)  
Cell: 720-667-7046  
Office: 303-955-2771

**REF: Substitution Request- Heather Gardens PS-3 and PS-1 Traffic Coating**

To Whom It May Concern:

I am writing to formally request a substitution for the vehicular traffic coatings as part of the Heather Gardens PS-3 and PS-1 parking restoration project. After careful review and evaluation, we believe that the proposed substitute offers superior performance, complies with project requirements, and aligns with the project's objectives.

Original Item Description:

Neoguard Traffic Coatings- 40 mil, and 52 mil heavy duty traffic system.

Rationale for Substitution:

The APT Qualipur Heavy Duty Traffic system is a 100% solids heavy duty traffic system, comprising of a primer, base coat, intermediate and finish, yielding a 55 mil DFT system, meeting and exceeding the required specification for thickness and performance characteristics.

Technical Specifications and Supporting Documentation:

Please find the attached the system guides and product data sheets support each component and the appropriate physical properties.

Impact on Cost, Schedule, and Other Project Parameters:

Proposed materials do not support an increase in cost, increased timeline, or greater challenges in constructability.



Compliance and Conformance:

APT Qualipur 100% solids urethanes are VOC compliant with current Colorado emission requirements, and lessen the VOC emissions compared to the specified solvent based material

Thank you for your time and attention. We believe that the proposed substitution will positively impact the construction project by increasing performance based on the inherent physical properties of the system, the installed thickness, and decreasing the return-to-service compared to solvent borne urethane traffic coatings, as well as lowering VOC emissions.

We kindly request your prompt review and response to ensure efficient progress in the project. Should you require any additional information or documentation, please do not hesitate to contact me. I look forward to your favorable response.

Sincerely,

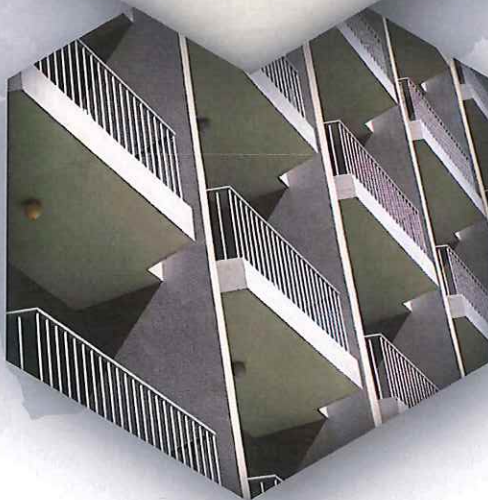
A handwritten signature in black ink, appearing to read 'S. Williamson', with a long horizontal line extending to the right.

Steve Williamson  
Altitude Construction Supply  
[Swilliamson@altitudesupply.com](mailto:Swilliamson@altitudesupply.com)  
303-919-6586





# Qualideck®



ISO 9001  
ISO 14001

APT – an ISO 9001 & 14001  
certified company

**Qualideck**  
www.qualideck.com

**QUICK REFERENCE**

**KEY REASONS TO SPECIFY QUALIDECK®**

**EXPERIENCED  
PROVEN:  
SAFE:  
DURABLE:**

30+ years manufacturing polyurethane coatings  
Over 50 million square feet installed with zero failures  
Low VOCs, solvent free, contains no TDI, UL certified UL 723 & UL 790  
Withstanding the test of time  
*2.5 million SF Toronto Airport garage (17+ years in service)*  
*US Embassy, Canada (15+ years in service)*  
*AT&T, Chicago (23+ years in service)*  
ISO 9001 + 14001  
Faster cure rate vs. competitive products  
Most competitive in the industry  
*5 Year Manufacturer's Warranty 5x5 Year Manufacturer's Warranty*  
*5 Year Joint + Severe-Certified Qualideck® Applicators Only 10 Year-See rep for details*  
Supports American jobs  
LEED credits available  
Approved/certified applicators assure quality at all levels

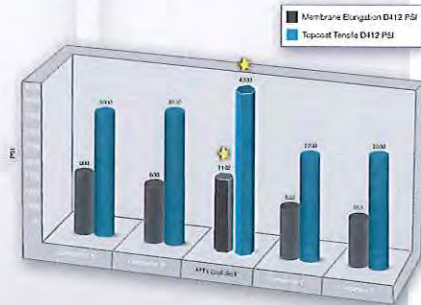
**QUALITY ASSURANCE:  
FASTER:  
WARRANTIES:**

**MADE IN USA:  
ENVIRONMENTAL:  
CERTIFIED:**

**SUPERIOR PERFORMANCE**

**FEATURES & BENEFITS**

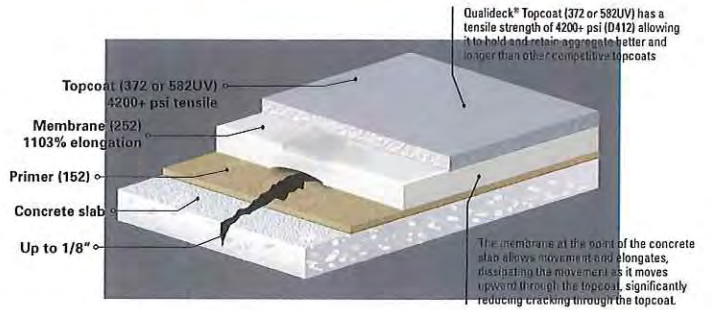
- **Topcoat (4200 PSI, D412)**  
Longer wearing, holds aggregate better and longer
- **Membrane elongation (1103%, D412)**  
Prevents cracking through the topcoat



Testing Data	Description	Primer	Membrane	Top Coat	Systems
ASTM D7234	Adhesion to Substrate	●	●	●	●
ASTM D412	Tensile/Elongation	●	●	●	●
ASTM D1640	Cure Rate	●	●	●	●
ASTM D2240	Hardness	●	●	●	●
ASTM D573	Heat Resistance Tensile/Elongation	●	●	●	●
ASTM D3137	Hydrolytic Stability Tensile/Elongation	●	●	●	●
ASTM D471/D412	Water Absorption	●	●	●	●
ASTM D963	Corrosion Adhesion	●	●	●	●
WPC TT-3	Intercoat Adhesion	●	●	●	●
ASTM D1567	Chemical Resistance	●	●	●	●
ASTM C1371	Thermal Emission	●	●	●	●
ASTM D1543	Spill Resistance	●	●	●	●
ASTM E1980	Solar Reflectance Index	●	●	●	●
ASTM D2792	Solvent & Fuel Resistance	●	●	●	●
ASTM C501	Abrasion Resistance	●	●	●	●
ASTM D1149	Grime Resistance	●	●	●	●
ASTM D822/GS3/D412	Weather Resistance	●	●	●	●
ASTM D1004	Tear Resistance	●	●	●	●
ASTM E95	Moisture Vapor Transmission	●	●	●	●
W20 TT-4/ASTM C957	Crack Bridging	●	●	●	●
ASTM D4541	Pull Off Adhesion	●	●	●	●
WPC TT-5/ASTM X501	Wear Resistance	●	●	●	●
ASTM C1028	Skid Resistance	●	●	●	●
ASTM D1202	Rapid Chloride Permeability	●	●	●	●

ALL QUALIDECK® PRODUCTS ARE LOW VOC AND ARE COMPLIANT WITH CALIFORNIA'S VOC REGULATIONS (4.5g/L)

**PERFORMANCE BY DESIGN**







# Qualideck®

## Qualideck® Traffic Bearing Membrane

System	Medium Duty	Heavy Duty	Extra Heavy Duty	Extreme Duty
<b>Primer Q152</b>	4 mils	4 mils	4 mils	4 mils
<b>Membrane Q252</b>	25 mils	25 mils	25 mils	25 mils
<b>Intermediate / Top Coat Q372 (Aromatic)</b>	*15 mils	15 mils / 15 mils	25 mils / 15 mils	30 mils / 20 mils
<b>UV Top Coat Q582 (Aliphatic)</b>	*15 mils	15 mils	15 mils	20 mils
<b>Sand Aggregate</b>	10–15lbs / 100sf / Coat	10–15lbs / 100sf / Coat	10–15lbs / 100sf / Coat	10–15lbs / 100sf / Coat
<b>Total</b>	*40 mils	55 mils	65 mils	75 mils

\*NOTE: Use UV Q582 for full sun exposure or Q372 aromatic for non sun exposure

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APT – an ISO 9001 & 14001 certified company

[www.qualideck.com](http://www.qualideck.com)

APT warrants its products to be free of manufacturing defects and to meet published physical properties when applied, cured, and tested in accordance with ASTM and APT standards. This warranty is in lieu of all warranties expressed or implied including any warranty of merchantability or fitness for a particular purpose in connection with this product. Neither seller nor supplier shall be liable for any loss or damage either direct, incidental or consequential regardless of legal theory asserted, including negligence, merchantability and/or strict liability. Seller's and Supplier's obligation shall be to replace such quantity of product proven to be defective. Before using, user shall determine suitability of product for his intended use and user assumes all risk in connection therewith.

For complete and latest warranty and product information, please visit [www.qualideck.com](http://www.qualideck.com)

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# Qualipur<sup>®</sup> 152

## 1. General Description

Qualipur 152 is a 2-component, solvent-free, low viscosity polyurethane primer. It cures using chemical cross-linking to produce a thin mil primer with excellent abrasion characteristics for long term wear protection. Qualipur 152 has good resistance to many chemical compounds. Superior adhesion properties of Qualipur 152 make it an ideal primer for many substrates.

Basic Uses: Being a solvent-free product, Qualipur 152 can be used to prime both interior and exterior substrates without noxious odor.

## 2. Safety Guidelines

Always wear the recommended personal protective equipment. Avoid contact with eyes, skin, and clothing. Adequate ventilation is required during the application process.

Do not expose container to open flame, excessive heat, or direct sunlight.

## 3. Storage and Packaging

Qualipur 152 should be stored in clean, cool, dry area in original unopened pail. Qualipur 152 has a shelf life of 1 year.

Packaging: 3 gallon unit (12.3 kg unit)

## 4. Coverage

For a standard 4 mil application the consumption rate of Qualipur 152 is 300 ft<sup>2</sup>/gal (0.0033 gal/ft<sup>2</sup> or 0.1451 kg/m<sup>2</sup>).

## 5. Installation Guidelines

### Surface Preparation:

See Qualideck Installation Guideline

Surfaces receiving an application of Qualipur 152 must be clean, sound, dry, and free of oils and other bond inhibiting contaminants. Prior to applying Qualipur 152 to the concrete, use of mechanical methods such as shot blasting or sandblasting are recommended to produce a clean and lightly textured surface. Primed surfaces should be coated within 24 hours. Concrete shall be tested for moisture, ASTM D4263 Moisture Test (Mat Test).

## Features and Benefits

- ✓ Low VOC
- ✓ No flammability concern
- ✓ Solvent-free
- ✓ Quick cure time
- ✓ Primer on-grade
- ✓ Easy application
- ✓ Optimal penetration
- ✓ Outstanding bond strength





## Mixing:

Empty the entire contents of component “B” into component “A”. Mixing is accomplished by using a jiffy paddle and low speed drill (400 to 600 rpm) so as not to incorporate excessive air into the product. Mix components for 2 minutes in provided pail. Scrape down sides of pail and mix for an additional 1.5 minutes before proceeding with application.

## Application:

On Concrete – to apply as a primer, use a high quality roller, brush, squeegee, or airless spray unit and apply a uniform film of 4 wet mils. Allow to cure for 4 to 6 hours before proceeding with application.

On Asphalt – to apply as a primer, use a high quality roller, brush, squeegee, or airless spray unit and apply a uniform film of 7 wet mils. Allow the primer to cure for 3 to 4 hours before proceeding with application.

## 6. Limitations

- Minimum application temperature is 40°F and rising.
- Do not apply over damp or wet substrates.
- Do not apply to surfaces with active moisture vapor transmission.
- Conduct an adhesion test prior to use on asphalt substrates.

## 7. Technical Data

*Results based on temperature of 68° and 50% Humidity*

VOC		7.1 g/L*
Solid Content		100%
Renewable Content		44.74%
Viscosity	ASTM D2196	600 – 1000 cPs
Pot Life	ASTM C603	40 – 60 Minutes
Tack-Free Time		4 – 6 Hours
Cure Time – Foot Traffic	ASTM C920	24 Hours
- Final Cure		7 Days
Adhesion to Concrete	ASTM D7234	100% Substrate Failure
Moisture Vapor Transmission	ASTM E 96	Avg. 0.214 grains / hour ft <sup>2</sup>
Tear Resistance	ASTM D 1004	Avg. 212 + Lbs/in <sup>2</sup> depending on the system
Flash Point	ASTM D93	Non Flammable

\*Based on standard formula calculation

*Above figures are guide values and should not be used as a base for specifications*

*Consult the Safety Data Sheet (SDS) for more details.*

For complete and latest warranty and product information, please visit [www.advpolytech.com](http://www.advpolytech.com)



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Revision 7 WB 04.27.20



## QUALIPUR 152 Part A

1	<b>PRODUCT AND COMPANY IDENTIFICATION</b>
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**Product Identifier:** QUALIPUR 152 Part A  
**Revision Date:** 6/12/2018

**Supplier Details:** Advanced Polymer Technology  
P.O. Box 160, 109 Conica Lane  
Harmony, PA 16037

**Contact:** Senior Chemist  
**Phone:** 724-452-1330  
**Fax:** 724-452-1703  
**Email:** info@advpolytech.com  
**Internet:** www.advpolytech.com

Transportation emergency phone number: ChemTel Inc. (800)255-3924, +1 (813)248-0585

2	<b>HAZARDS IDENTIFICATION</b>
---	-------------------------------

### Classification of Substance

**GHS Classification in Accordance with 29 CFR 1910 (OSHA HCS):**  
No GHS Classifications Indicated

### GHS Label Elements, Including Precautionary Statements

**GHS Signal Word:** **NONE**

### GHS Hazard Pictograms:

No GHS pictograms indicated for this product

### GHS Hazard Statements:

No GHS hazards statements indicated

### GHS Precautionary Statements:

No GHS precautionary statements indicated

### Hazards not Otherwise Classified (HNOC) or not Covered by GHS

The product is not classified according to GHS regulations.  
The product is not classified according to the CLP regulation.

3	<b>COMPOSITION/INFORMATION ON INGREDIENTS</b>
---	---

Chemical Ingredients		
CAS#	%	Chemical Name
8001-79-4	25-50%	Castor oil
25054-06-2	10-25%	Formaldehyde, polymer with cyclohexanone

**General information:** No special measures required.

**After inhalation:** Supply fresh air; consult doctor in case of complaints.

**After skin contact:**

Clean with water and soap.

If skin irritation continues, consult a doctor.

**After eye contact:**

Remove contact lenses if worn.

Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.

**After swallowing:**

Rinse out mouth and then drink plenty of water.

Do not induce vomiting; call for medical help immediately.

**Most important symptoms and effects, both acute and delayed** Gastric or intestinal disorders

**Hazards** No further relevant information available.

**Indication of any immediate medical attention and special treatment needed**

No further relevant information available.

**Flash Point:** >392 °F / >200 °C

Suitable extinguishing agents: Use fire extinguishing methods suitable to surrounding conditions.

For safety reasons unsuitable extinguishing agents: None.

Special hazards arising from the substance or mixture

Under certain fire conditions, traces of other toxic gases cannot be excluded.

Advice for firefighters

Protective equipment:

Wear fully protective suit.

Wear self-contained respiratory protective device.

Additional information Cool endangered receptacles with water fog or haze.

**Personal precautions, protective equipment and emergency procedures**

Particular danger of slipping on leaked/spilled product.

Wear protective equipment. Keep unprotected persons away.

Ensure adequate ventilation

**Environmental precautions:** No special measures required.

**Methods and material for containment and cleaning up:**

Absorb with liquid-binding material (sand, diatomite, acid binders, universal binders, sawdust).

Send for recovery or disposal in suitable receptacles.

Remove from the water surface (e.g. skim or suck off).



7	<b>HANDLING AND STORAGE</b>
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**Handling Precautions:** Prevent formation of aerosols.

**Storage Requirements:** Information about fire - and explosion protection: When heated the product forms flammable fumes.  
Store in a cool location.  
Avoid storage near extreme heat, ignition sources or open flame.

Information about storage in one common storage facility:  
Store away from oxidizing agents.  
Store away from foodstuffs.

Further information about storage conditions:  
Store in cool, dry conditions in well sealed receptacles.  
This product is hygroscopic.

8	<b>EXPOSURE CONTROLS/PERSONAL PROTECTION</b>
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**Engineering Controls:** Ensure good ventilation/exhaustion at the workplace.  
Prevent formation of aerosols.  
Ensure compliance yo all relevant OSHA regulations.

**Personal Protective Equipment:** General protective and hygienic measures: No further relevant information available.

Respiratory protection:  
Not required under normal conditions of use.  
Use suitable respiratory protective device when aerosol or mist is formed.

Protection of hands:  
Protective gloves  
The glove material has to be impermeable and resistant to the product/ the substance/ the preparation.  
Due to missing tests no recommendation to the glove material can be given for the product/ the preparation/ the chemical mixture.  
Selection of the glove material on consideration of the penetration times, rates of diffusion and the degradation  
Material of gloves  
The selection of the suitable gloves does not only depend on the material, but also on further marks of quality and varies from manufacturer to manufacturer. As the product is a preparation of several substances, the resistance of the glove material can not be calculated in advance and has therefore to be checked prior to the application.  
Penetration time of glove material  
The exact break through time has to be found out by the manufacturer of the protective gloves and has to be observed.  
For the permanent contact gloves made of the following materials are suitable:  
Butyl rubber, BR  
Neoprene gloves  
Nitrile rubber, NBR

Eye protection:  
Safety glasses

Body protection: Protective work clothing

Limitation and supervision of exposure into the environment No special requirements.

Risk management measures No special requirements.

**Ingredients with limit values that require monitoring at the workplace:**

The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.

**DNELs** No further relevant information available.

**PNECs** No further relevant information available.



9	PHYSICAL AND CHEMICAL PROPERTIES
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Appearance:	Cloudy yellow Liquid	Flash Point:	>392 °F / >200 °C
Physical State:	Liquid	Autoignition Temperature:	>500 °F/ >260 °C
Specific Gravity or Density:	1,08 g/cm <sup>3</sup>		
Vapor Pressure:	1 hPa		

10	STABILITY AND REACTIVITY
----	--------------------------

**Chemical Stability:** No decomposition if used and stored according to specifications.

**Conditions to Avoid Identification:** Can form explosive mixtures in air if heated above flash point and/or when sprayed or atomised.

**Materials to Avoid Identification:** Reacts with strong oxidizing agents.

**Hazardous Decomposition:** Hydrocarbons  
Carbon monoxide and carbon dioxide

**Hazardous Polymerization:** Will not occur.

11	TOXICOLOGICAL INFORMATION
----	---------------------------

**Primary irritant effect:**  
**on the skin:** Slight irritant effect on skin and mucous membranes.  
**on the eye:** Slight irritant effect on eyes.

**Sensitization:** No sensitizing effects known.

**Additional toxicological information:**

The product is not subject to classification according to the calculation method of the General EU Classification Guidelines for Preparations as issued in the latest version.

When used and handled according to specifications, the product does not have any harmful effects to our experience and the information provided to us.

12	ECOLOGICAL INFORMATION
----	------------------------

**Aquatic toxicity:** No further relevant information available.

**Persistence and degradability** The product is partially biodegradable. Significant residuals remain

**Bioaccumulative potential** No further relevant information available.

**Mobility in soil** No further relevant information available.

**Ecotoxicological effects:**

**Remark:**

Due to mechanical actions of the product (e.g. agglutinations) damages may occur.  
The product is oxygen-consuming. The declared action may be partly caused by lack of oxygen.

**Additional ecological information:**

**General notes:**

This statement was deduced from the properties of the single components.

Due to available data on eliminability/decomposition and bioaccumulation potential prolonged term damage of the environment can not be excluded.

Water hazard class 1 (German Regulation) (Self-assessment): slightly hazardous for water

Do not allow undiluted product or large quantities of it to reach ground water, water course or sewage system.

**Results of PBT and vPvB assessment**

**PBT:** Not applicable.

**vPvB:** Not applicable.

**Other adverse effects** No further relevant information available.

13	<b>DISPOSAL CONSIDERATIONS</b>
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**Recommendation**

Smaller quantities can be disposed of with household waste.  
 Can be burned with household garbage after consulting with the waste disposal facility operator and the pertinent authorities and adhering to the necessary technical regulations.  
 Can be reused after reprocessing.  
 Contact waste processors for recycling information.

**Uncleaned packaging:**

Recommendation: Disposal must be made according to official regulations.

14	<b>TRANSPORT INFORMATION</b>
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<b>UN-Number DOT, ADR, ADN, IMDG, IATA</b>	N/A
<b>UN proper shipping name DOT, ADR, ADN, IMDG, IATA</b>	Polyester Resin Based Coating
<b>Transport hazard class(es) DOT, ADR, ADN, IMDG, IATA Class</b>	N/A
<b>Packing group DOT, ADR, IMDG, IATA</b>	N/A
<b>Marine pollutant</b>	No
<b>Special precautions for user</b>	Not applicable.
<b>Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code</b>	Not applicable.
<b>UN "Model Regulation"</b>	---

15	<b>REGULATORY INFORMATION</b>
----	-------------------------------

Component (CAS#) [%] - CODES

-----  
 Castor oil (8001-79-4) [25-50%] TSCA

Formaldehyde, polymer with cyclohexanone (25054-06-2) [10-25%] TSCA

Regulatory CODE Descriptions

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 TSCA = Toxic Substances Control Act

16	<b>OTHER INFORMATION</b>
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**NFPA:** Health = 0, Fire = 1, Reactivity = 0, Specific Hazard = n/a  
**HMIS III:** Health = 0, Fire = 1, Physical Hazard = 0



This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

Revision Date: 6/12/2018



# SDS

**SDS**  
**Advanced Polymer Technology**

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**QUALIPUR 152 Part B**

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1	<b>PRODUCT AND COMPANY IDENTIFICATION</b>
---	---

**Product Identifier:** QUALIPUR 152 Part B  
**Revision Date:** 6/12/2018

**Supplier Details:** Advanced Polymer Technology  
P.O. Box 160, 109 Conica Lane  
Harmony, PA 16037

**Contact:** Senior Chemist  
**Phone:** 724-452-1330  
**Fax:** 724-452-1703  
**Email:** info@advpolytech.com  
**Internet:** www.advpolytech.com

**Transportation emergency phone number:** ChemTel Inc. (800)255-3924, +1 (813)248-0585



**Classification of Substance****GHS Classification in Accordance with 29 CFR 1910 (OSHA HCS):**

Health, Skin corrosion/irritation, 2  
 Health, Respiratory or skin sensitization, 1 Skin  
 Health, Serious Eye Damage/Eye Irritation, 2 A  
 Health, Acute toxicity, 4 Inhalation  
 Health, Respiratory or skin sensitization, 1 Respiratory  
 Health, Specific target organ toxicity - Single exposure, 3  
 Health, Carcinogenicity, 2  
 Health, Specific target organ toxicity - Repeated exposure, 2

**GHS Label Elements, Including Precautionary Statements**

**GHS Signal Word: DANGER**

**GHS Hazard Pictograms:****GHS Hazard Statements:**

H315 - Causes skin irritation  
 H317 - May cause an allergic skin reaction  
 H319 - Causes serious eye irritation  
 H332 - Harmful if inhaled  
 H334 - May cause allergy or asthma symptoms or breathing difficulties if inhaled  
 H335 - May cause respiratory irritation  
 H351 - Suspected of causing cancer  
 H373 - May cause damage to organs through prolonged or repeated exposure

**GHS Precautionary Statements:**

P261 - Avoid breathing dust/fume/gas/mist/vapours/spray.  
 P273 - Avoid release to the environment.  
 P280 - Wear protective gloves/protective clothing/eye protection/face protection.  
 P312 - Call a POISON CENTER or doctor/physician if you feel unwell.  
 P370 - In case of fire: \_  
 P378 - Use CO2, foam, extinguishing powder for extinction  
 P403+233 - Store in a well ventilated place. Keep container tightly closed.  
 P501 - Dispose of contents/container in accordance with local regulation

**Hazards not Otherwise Classified (HNOC) or not Covered by GHS**

Persons who suffer from hypersensitivity of the respiratory tract (e.g. asthmatics and chronic bronchitis sufferers) should avoid handling this product. Symptoms affecting the respiratory tract can also occur several hours after overexposure. Dust, vapors and aerosols are the primary risk to the respiratory tract.

Chemical Ingredients		
CAS#	%	Chemical Name
101-68-8	25-50%	4,4'-Methylenediphenyl diisocyanate
9016-87-9	25-50%	Isocyanic acid, polymethylenepolyphenylene ester
26447-40-5	10-20%	Benzene, 1,1'-methylenebis[isocyanato-

- Inhalation:** Supply fresh air and to be sure call for a doctor. In case of unconsciousness place patient stably in side position for transportation.
- Skin Contact:** Immediately wash with water and soap and rinse thoroughly. Immediately remove any clothing soiled by the product. If skin irritation continues, consult a doctor.
- Eye Contact:** Protect unharmed eye. Rinse opened eye for several minutes under running water. Remove contact lenses if worn, if possible. Rinse opened eye for several minutes under running water. Then consult a doctor.
- Ingestion:** Rinse out mouth and then drink plenty of water. Do not induce vomiting; call for medical help immediately.

**Most important symptoms and effects, both acute and delayed**

Asthma attacks  
Allergic reactions  
Breathing difficulty  
Coughing

**Hazards**

Danger of impaired breathing.  
Danger of pulmonary oedema.  
Danger of pneumonia.  
Danger of convulsion.  
Danger of disturbed cardiac rhythm.

**Indication of any immediate medical attention and special treatment needed**

Contains isocyanates. Consult literature for specific antidotes.  
Medical supervision for at least 48 hours.  
Severe allergic skin reaction, bronchial spasms and anaphylactic shock are possible.  
Monitor circulation, possible shock treatment.  
Later observation for pneumonia and pulmonary oedema.  
If necessary oxygen respiration treatment.  
Treat skin and mucous membrane with antihistamine and corticoid preparations.

**Flash Point:** 226 °C

Suitable extinguishing agents:

CO<sub>2</sub>, powder or water spray. Fight larger fires with water spray or alcohol resistant foam.  
For safety reasons unsuitable extinguishing agents: Water.

Special hazards arising from the substance or mixture

Formation of toxic gases is possible during heating or in case of fire.

In case of fire, the following can be released:

Hydrogen cyanide (HCN)

Carbon monoxide (CO)

Under certain fire conditions, traces of other toxic gases cannot be excluded.

Advice for firefighters

Protective equipment:

Wear self-contained respiratory protective device.

Wear fully protective suit.

Additional information Cool endangered receptacles with water spray.

Fire in vicinity poses risk of pressure build-up and rupture. Containers at risk from fire should be cooled with water and, if possible, removed from the danger area.

**Advice for fire-fighters:**

During fire-fighting respirator with independent air-supply and airtight garment is required.

Do not allow contaminated extinguishing water to enter the soil, ground-water or surface waters.

**Unsuitable extinguishing media:** High volume water jet

Isolate area and prevent access.  
 Remove persons from danger area.  
 Wear protective equipment. Keep unprotected persons away.  
 Ensure adequate ventilation

**Personal precautions, protective equipment and emergency procedures**

Use respiratory protective device against the effects of fumes/dust/aerosol.  
 Inform respective authorities in case of seepage into water course or sewage system.  
 Do not allow to enter sewers/ surface or ground water.

**Methods and material for containment and cleaning up:**

Absorb with liquid-binding material (sand, diatomite, acid binders, universal binders, sawdust).  
 Dispose contaminated material as waste according to regulations.  
 Ensure adequate ventilation.

Additional Spill Procedures/Neutralization: Neutralization solutions:

- (1) Colorimetric Laboratories Inc. (CLI) decontamination solution.
- (2) A mixture of 75% water, 20% non-ionic surfactant (e.g. Plurafac SL-62, Tergitol TMN-10) and 5% npropanol.
- (3) A mixture of 80% water, 20% non-ionic surfactant (e.g. Plurafac SL-62, Tergitol TMN-10).
- (4) A mixture of 90% water, 3-8% ammonium hydroxide or concentrated ammonia, and 2% liquid detergent.

**Handling Precautions:**

Precautions for safe handling  
 Ensure good ventilation/exhaustion at the workplace.  
 Prevent formation of aerosols.  
 Information about fire - and explosion protection:  
 Keep ignition sources away - Do not smoke.  
 Keep respiratory protective device available.

**Storage Requirements:**

Requirements to be met by storerooms and receptacles:  
 Provide ventilation for receptacles.  
 Store in a cool location.  
 Protect from humidity and water.  
 Avoid storage near extreme heat, ignition sources or open flame.

Information about storage in one common storage facility:  
 Store away from water.  
 Store away from foodstuffs.  
 Do not store together with oxidizing and acidic materials.

Further information about storage conditions:  
 Store in cool, dry conditions in well sealed receptacles.  
 Store receptacle in a well ventilated area.  
 Protect from humidity and water.  
 Protect from heat and direct sunlight.  
 Keep container tightly sealed.

**Engineering Controls:**

Ensure good ventilation/exhaustion at the workplace.  
Prevent formation of aerosols.  
Ensure compliance yo all relevant OSHA regulations.

**Personal Protective Equipment:**

General protective and hygienic measures:  
Keep away from foodstuffs, beverages and feed.  
Immediately remove all soiled and contaminated clothing  
Wash hands before breaks and at the end of work.  
Do not inhale gases / fumes / aerosols.  
Avoid contact with the eyes and skin.

## Respiratory protection:

An air-supplied respirator must be worn during spray applications, during long-term (over 1 hour ) exposures when the product is heated or in environments of high concentrations near the TLV, an air-purifying respirator equipped with organic cartridges or canisters and dust filters can be used. However, due to the poor warning properties of this product, proper fit and timely replacement of filter elements must be ensured. Observe OSHA regulations for respirator use (29 CFR 1910.134).

## Protection of hands:

## Protective gloves

The glove material has to be impermeable and resistant to the product/ the substance/ the preparation. Due to missing tests no recommendation to the glove material can be given for the product/ the preparation/ the chemical mixture.  
Selection of the glove material on consideration of the penetration times, rates of diffusion and the degradation

## Material of gloves

The selection of the suitable gloves does not only depend on the material, but also on further marks of quality and varies from manufacturer to manufacturer. As the product is a preparation of several substances, the resistance of the glove material can not be calculated in advance and has therefore to be checked prior to the application.

## Penetration time of glove material

The exact break through time has to be found out by the manufacturer of the protective gloves and has to be observed.

For the permanent contact gloves made of the following materials are suitable:

Butyl rubber, BR  
Nitrile rubber, NBR

## Eye protection:

Contact lenses should not be worn.  
Safety glasses with side shields or face shield strongly suggested.

Body protection: Use protective suit.

## Limitation and supervision of exposure into the environment

No further relevant information available.

## Risk management measures

Organizational measures should be in place for all activities involving this product.

**Control parameters****Ingredients with limit values that require monitoring at the workplace:****101-68-8 4,4'-methylenediphenyl diisocyanate**

PEL (USA) Short-term value: C 0,2 mg/m<sup>3</sup>, C 0,02 ppm

REL (USA) Short-term value: C 0,2\* mg/m<sup>3</sup>, C 0,02\* ppm, Long-term value: 0,05 mg/m<sup>3</sup>, 0,005 ppm, \*10-min

TLV (USA) 0,051 mg/m<sup>3</sup>, 0,005 ppm

EL (Canada) Short-term value: C 0,01 ppm, Long-term value: 0,005 ppm, Skin; S

EV (Canada) 0,005 ppm



9	PHYSICAL AND CHEMICAL PROPERTIES
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Appearance:	Clear Brown Liquid	Odor:	Slightl characteristic
Physical State:	Liquid	Flash Point:	226 °C
Specific Gravity or Density:	1.198 kg/m3	Autoignition Temperature:	208 °C (406 °F)
Boiling Point:	208 °C (406 °F)		

10	STABILITY AND REACTIVITY
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Chemical Stability:	No decomposition if used and stored according to specifications.
Conditions to Avoidentification:	Keep ignition sources away - Do not smoke. Moisture. Keep away from heat and direct sunlight. Store away from oxidizing agents.
Materials to Avoidentification:	Reacts with water. Reacts with oxidizing agents. Reacts with alkali, amines and strong acids. Contact with acids releases toxic gases. Reacts with peroxides and other radical forming substances. Reacts with certain metals.
Hazardous Decomposition:	Carbon monoxide and carbon dioxide Nitrogen oxides (NOx) Hydrogen cyanide (prussic acid) Poisonous gases/vapours
Hazardous Polymerization:	Polymerises at about 200 °C with evolution of CO2.

11	TOXICOLOGICAL INFORMATION
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**LD/LC50 values relevant for classification:**  
**101-68-8 4,4'-methylenediphenyl diisocyanate**  
Oral LD50 2200 mg/kg (mouse)

**Primary irritant effect:**  
**on the skin:** Irritant to skin and mucous membranes.  
**on the eye:** Irritating effect.

**Sensitization:**  
Sensitization possible through inhalation.  
Sensitization possible through skin contact.

**Subacute to chronic toxicity:** Toxic and/or corrosive effects may be delayed up to 24 hours.

**Additional toxicological information:**  
The product shows the following dangers according to the calculation method of the General EU Classification Guidelines for Preparations as issued in the latest version:  
Harmful Irritant

**Acute effects (acute toxicity, irritation and corrosivity):**  
In addition to local irritant manifestations, there is a narcotic effect when inhaling high concentrations, with the danger of central respiratory arrest.

**Sensitisation:** Sensitization possible by inhalation and/or dermal contact.

**Repeated dose toxicity:**  
May cause damage to organs through prolonged or repeated exposure .  
Repeated exposures may result in skin and/or respiratory sensitivity.



**Aquatic toxicity:** The material is harmful to the environment.

**Persistence and degradability** The product is partly biodegradable. Significant residuals remain.

**Bioaccumulative potential** Does not accumulate in organisms

**Mobility in soil** No further relevant information available.

**Ecotoxicological effects:**

**Remark:** Harmful to fish

**Additional ecological information:**

**General notes:**

This statement was deduced from the properties of the single components.

Avoid transfer into the environment.

Due to available data on eliminability/decomposition and bioaccumulation potential prolonged term damage of the environment can not be excluded.

Water hazard class 1 (German Regulation) (Self-assessment): slightly hazardous for water. Do not allow undiluted product or large quantities of it to reach ground water, water course or sewage system.

Harmful to aquatic organisms.

**Results of PBT and vPvB assessment**

**PBT:** Not applicable.

**vPvB:** Not applicable.

**Other adverse effects** No further relevant information available.

**Recommendation**

Must not be disposed together with household garbage. Do not allow product to reach sewage system.

Can be burned with household garbage after consulting with the waste disposal facility operator and the pertinent authorities and adhering to the necessary technical regulations.

Can be disposed of with household garbage with prior chemical-physical or biological treatment following consultation with the waste disposal facility operator and the pertinent authorities and adhering to the necessary technical regulations.

**Uncleaned packaging:**

**Recommendation:** Disposal must be made according to official regulations.

**Recommended cleansing agents:** Solvent naphtha

**UN-Number DOT, ADR, ADN, IMDG, IATA**

N/A

**UN proper shipping name DOT, ADR, ADN, IMDG, IATA**

Aromatic Isocyanate Prepolymer

**Transport hazard class(es) DOT, ADR, ADN, IMDG, IATA Class**

N/A

**Packing group DOT, ADR, IMDG, IATA**

N/A

**Marine pollutant**

No

**Special precautions for user**

Not applicable.

**Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code**

Not applicable.

**UN "Model Regulation"**

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<b>15</b>	<b>REGULATORY INFORMATION</b>
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Component (CAS#) [%] - CODES

4,4'-Methylenediphenyl diisocyanate (101-68-8) [25-50%] CERCLA, HAP, MASS, NJHS, OSHAWAC, PA, SARA313, TSCA, TXAIR

Isocyanic acid, polymethylenepolyphenylene ester (9016-87-9) [25-50%] SARA313, TSCA

Benzene, 1,1'-methylenebis[isocyanato- (26447-40-5) [10-20%] TSCA

Regulatory CODE Descriptions

CERCLA = Superfund Cleanup Substances

HAP = Hazardous Air Pollutants

MASS = MA Massachusetts Hazardous Substances List

NJHS = NJ Right-to-Know Hazardous Substances

OSHA = OSHA Workplace Air Contaminants

PA = PA Right-To-Know List of Hazardous Substances

SARA313 = SARA 313 Title III Toxic Chemicals

TSCA = Toxic Substances Control Act

TXAIR = TX Air Contaminants with Health Effects Screening Level

<b>16</b>	<b>OTHER INFORMATION</b>
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NFPA: Health = 2, Fire = 1, Reactivity = 1, Specific Hazard = n/a

HMIS III: Health = 2(Chronic), Fire = 1, Physical Hazard = 1



This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

Revision Date: 6/12/2018





# Qualipur<sup>®</sup> 252

## 1. General Description

Qualipur 252 is a 2-component, low VOC, low/no odor, polyurethane membrane. It cures using chemical cross-linking to form a dynamically flexible waterproofing membrane for extreme crack-bridging applications. Qualipur 252 has good chemical resistance and outstanding adhesion properties making it the ideal membrane for waterproof coating systems. High chemical abrasion and thermal shock resistant systems can be obtained using the Qualipur 252 as a base coat/membrane.

Basic Uses: A crack-bridging base and waterproofing membrane.

## 2. Safety Guidelines

Always wear the recommended personal protective equipment. Avoid contact with eyes, skin, and clothing. Adequate ventilation is required during the application process.

Do not expose container to open flame, excessive heat, or direct sunlight.

## 3. Storage and Packaging

Qualipur 252 should be stored in cool, clean, dry area in original unopened pail. Qualipur 252 has a shelf life of 1 year.

Packaging: 5 gallon unit (19.3 kg unit)

## 4. Coverage

For reference 1 mil of Qualipur 252 has a consumption rate of 1493 ft<sup>2</sup>/gal (0.00067 gal/ft<sup>2</sup> or 0.02781 kg/m<sup>2</sup>). Typical membrane application is 20/25 mils and has a consumption rate of 64 sqft/gal (0.0134 gal/ft<sup>2</sup> or 0.5562 kg/m<sup>2</sup>)/80 sqft/gal (0.0168 gal/ft<sup>2</sup> or 06953 kg/m<sup>2</sup>)

## 5. Installation Guidelines

### Surface Preparation:

See Qualideck Installation Guide

Qualipur 252 on primed concrete surfaces that have received the recommended surface preparation (such as sandblasting and shot blasting are recommended to produce a clean textured surface).

## Features and Benefits

- ✓ Low VOC
- ✓ Low/no odor
- ✓ Bridges dynamically moving cracks
- ✓ Quick cure time
- ✓ Excellent elongation and tensile strength properties
- ✓ Flexible in low temperature ranges



## Mixing:

Pre-mix the color component. Then, empty the contents of component “A” into component “B”. Mixing is accomplished by using a jiffy paddle and low speed drill (400 to 600 rpm). Take care not to incorporate excessive air into the product. Mix components for 2 minutes in provided pail. Scrape down sides of pail and mix for an additional 1.5 minutes before proceeding with application.

## Application:

See Qualideck Installation Guide.

## 6. Limitations

- Minimum application temperature is 40°F and rising.
- Do not apply over damp or wet substrates.
- Do not apply to surfaces with active moisture vapor transmission.
- Conduct an adhesion test prior to use on asphalt substrates.

## 7. Technical Data

*Results based on temperature of 68°F and 50% Humidity*

VOC		7.7 g/L*
Solid Content		100%
Viscosity	ASTM D2196	1700-2700 cPs
Pot Life	ASTM D603	20-30 Minutes
Hardness	ASTM D2240	Shore A 70-80
Cure Time – Before Overcoat	ASTM C920	3-4 Hours
- Final Cure		24 Hours
Abrasion	ASTM D4060	9 mg loss
Tear Resistance	ASTM D1004	160 pli
Elongation	ASTM D412	1102.3% **
Tensile Strength	ASTM D412	1890.2 PSI **
Adhesion to Concrete	ASTM D7234	100% Substrate Failure
Flash Point	ASTM D93	Non Flammable

\*based on standard formula calculation

\*\*Maximum machine travel without breaking

*Above figures are guide values and should not be used as a base for specifications*

*Consult the Safety Data Sheet (SDS) for more details.*

For complete and latest warranty and product information, please visit [www.advpolytech.com](http://www.advpolytech.com)





# SDS

**SDS**  
**Advanced Polymer Technology**

QUALIPUR 252 Part A

1	<b>PRODUCT AND COMPANY IDENTIFICATION</b>
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**Product Identifier:** QUALIPUR 252 Part A

**Revision Date:** 6/12/2018

**Supplier Details:** Advanced Polymer Technology  
P.O. Box 160, 109 Conica Lane  
Harmony, PA 16037

**Contact:** Senior Chemist

**Phone:** 724-452-1330

**Fax:** 724-452-1703

**Email:** [info@advpolytech.com](mailto:info@advpolytech.com)

**Internet:** [www.advpolytech.com](http://www.advpolytech.com)

**Transportation emergency phone number:** ChemTel Inc. (800)255-3924, +1 (813)248-0585



**Classification of Substance****GHS Classification in Accordance with 29 CFR 1910 (OSHA HCS):**

Health, Specific target organ toxicity - Repeated exposure, 2  
 Environmental, Hazards to the aquatic environment - Acute, 1  
 Environmental, Hazards to the aquatic environment - Chronic, 1  
 Health, Acute toxicity, 4 Oral  
 Health, Serious Eye Damage/Eye Irritation, 2 A

**GHS Label Elements, Including Precautionary Statements**

**GHS Signal Word: WARNING**

**GHS Hazard Pictograms:****GHS Hazard Statements:**

H373 - May cause damage to organs through prolonged or repeated exposure  
 H400 - Very toxic to aquatic life  
 H410 - Very toxic to aquatic life with long lasting effects  
 H302 - Harmful if swallowed  
 H319 - Causes serious eye irritation

**GHS Precautionary Statements:**

P280 - Wear protective gloves/protective clothing/eye protection/face protection.  
 P264 - Wash \_ thoroughly after handling.  
 P260 - Do not breathe dust/fume/gas/mist/vapours/spray.  
 P305+351+338 - IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing.  
 P337+313 - Get medical advice/attention.  
 P314 - Get Medical advice/attention if you feel unwell.

Chemical Ingredients		
CAS#	%	Chemical Name
68479-98-1	25-50%	Benzenediamine, ar,ar-diethyl-ar-methyl-
108-32-7	25-50%	1,3-Dioxolan-2-one, 4-methyl-
70775-94-9	<10%	Sulfonic acids, C10-18-alkane, Ph esters

**General information:**

Symptoms of poisoning may even occur after several hours; therefore medical observation for at least 48 hours after the accident.

**After inhalation:** Supply fresh air; consult doctor in case of complaints.

**After skin contact:**

Immediately rinse with water.

If skin irritation continues, consult a doctor.

**After eye contact:**

Remove contact lenses if worn.

Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.

**After swallowing:**

Rinse out mouth and then drink plenty of water.

Do not induce vomiting; call for medical help immediately.

**Most important symptoms and effects, both acute and delayed**

Nausea

Cramp

Profuse sweating

Headache

Dizziness

Breathing difficulty

**Hazards**

Danger of cerebral oedema.

Danger of convulsion.

Danger of disturbed cardiac rhythm.

**Indication of any immediate medical attention and special treatment needed**

If swallowed, gastric irrigation with added, activated carbon.

Monitor circulation.

Medical supervision for at least 48 hours.

If necessary oxygen respiration treatment.

**Flash Point:** 390 °F / 199 °C

Suitable extinguishing agents: Use fire extinguishing methods suitable to surrounding conditions.

For safety reasons unsuitable extinguishing agents: None.

Special hazards arising from the substance or mixture

Formation of toxic gases is possible during heating or in case of fire.

Advice for firefighters

Protective equipment:

Wear self-contained respiratory protective device.

Wear fully protective suit.

Additional information Cool endangered receptacles with water spray.

Use respiratory protective device against the effects of fumes/dust/aerosol.  
 Wear protective equipment. Keep unprotected persons away.  
 Ensure adequate ventilation

**Environmental precautions:**

Inform respective authorities in case of seepage into water course or sewage system.  
 Do not allow to enter sewers/ surface or ground water.

**Methods and material for containment and cleaning up:**

Absorb with liquid-binding material (sand, diatomite, acid binders, universal binders, sawdust).  
 Dispose contaminated material as waste.

**Handling Precautions:**

Ensure good ventilation/exhaustion at the workplace.  
 Prevent formation of aerosols.

**Storage Requirements:**

Information about fire - and explosion protection: No special measures required.  
 Requirements to be met by storerooms and receptacles:  
 Store in a cool location.  
 Avoid storage near extreme heat, ignition sources or open flame.

Information about storage in one common storage facility:  
 Do not store together with oxidizing and acidic materials.  
 Store away from foodstuffs.

Further information about storage conditions: Store in cool, dry conditions in well sealed receptacles.



**Engineering Controls:**

Ensure good ventilation/exhaustion at the workplace.  
Prevent formation of aerosols.  
Ensure compliance yo all relevant OSHA regulations.

**Personal Protective Equipment:**

General protective and hygienic measures:  
Keep away from foodstuffs, beverages and feed.  
Immediately remove all soiled and contaminated clothing  
Wash hands before breaks and at the end of work.  
Avoid contact with the eyes and skin.  
Do not inhale gases / fumes / aerosols.

## Respiratory protection:

Use suitable respiratory protective device in case of insufficient ventilation.  
Use suitable respiratory protective device when aerosol or mist is formed.

## Protection of hands:

## Protective gloves

The glove material has to be impermeable and resistant to the product/ the substance/ the preparation.  
Due to missing tests no recommendation to the glove material can be given for the product/ the preparation/ the chemical mixture.

Selection of the glove material on consideration of the penetration times, rates of diffusion and the degradation

## Material of gloves

The selection of the suitable gloves does not only depend on the material, but also on further marks of quality and varies from manufacturer to manufacturer. As the product is a preparation of several substances, the resistance of the glove material can not be calculated in advance and has therefore to be checked prior to the application.

## Penetration time of glove material

The exact break through time has to be found out by the manufacturer of the protective gloves and has to be observed.

## Eye protection:

Safety glasses

Body protection: Protective work clothing

Limitation and supervision of exposure into the environment

No further relevant information available.

Risk management measures

No further relevant information available.

The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.

<b>Appearance:</b>	Dark Brown/ Amber Liquid	<b>Flash Point:</b>	390 °F / 199 °C
<b>Physical State:</b>	Liquid	<b>Autoignition</b>	788 °F / 420 °C
<b>Specific Gravity or Density:</b>	1,02 g/cm <sup>3</sup>	<b>Temperature:</b>	

<b>Chemical Stability:</b>	No decomposition if used and stored according to specifications.
<b>Conditions to Avoidentification:</b>	Store away from oxidizing agents. Toxic fumes may be released if heated above the decomposition point.
<b>Materials to Avoidentification:</b>	Reacts with strong oxidizing agents. Reacts with strong acids
<b>Hazardous Decomposition:</b>	Carbon monoxide and carbon dioxide Nitrogen oxides
<b>Hazardous Polymerization:</b>	Exothermic polymerization.

**LD/LC50 values relevant for classification:****68479-98-1 diethylmethylbenzenediamine**

Oral LD50 738 mg/kg (rat)

Dermal LD50 &gt;2000 mg/kg (rat)

**Primary irritant effect:****on the skin:** Slight irritant effect on skin and mucous membranes.**on the eye:** Irritating effect.**Sensitization:** No sensitizing effects known.**Additional toxicological information:**

The product shows the following dangers according to the calculation method of the General EU Classification Guidelines for Preparations as issued in the latest version:

Harmful

Irritant

Toxic and/or corrosive effects may be delayed up to 24 hours.

**Repeated dose toxicity:** May cause damage to organs through prolonged or repeated exposure**Aquatic toxicity:** Toxic for aquatic organisms**Persistence and degradability** No further relevant information available.**Bioaccumulative potential** No further relevant information available.**Mobility in soil** No further relevant information available.**Ecotoxicological effects:****Remark:** Very toxic for fish**Additional ecological information:****General notes:**

This statement was deduced from the properties of the single components.

Due to available data on eliminability/decomposition and bioaccumulation potential prolonged term damage of the environment can not be excluded.

Water hazard class 2 (German Regulation) (Self-assessment): hazardous for water Do not allow product to reach ground water, water course or sewage system.

Danger to drinking water if even small quantities leak into the ground.

Also poisonous for fish and plankton in water bodies.

Very toxic for aquatic organisms

**Results of PBT and vPvB assessment****PBT:** Not applicable.**vPvB:** Not applicable.**Other adverse effects** No further relevant information available.**Recommendation**

Must not be disposed together with household garbage. Do not allow product to reach sewage system.

Can be burned with household garbage after consulting with the waste disposal facility operator and the pertinent authorities and adhering to the necessary technical regulations.

**Uncleaned packaging:**

Recommendation: Disposal must be made according to official regulations.

**UN-Number**

DOT

N/A

**ADR, IMDG, IATA**

UN3082

**UN proper shipping name**

DOT

N/A

**ADR**3082 ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.  
(diethylmethylbenzenediamine)**IMDG**

ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (diethylmethylbenzenediamine), MARINE POLLUTANT

**IATA**

ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (diethylmethylbenzenediamine)

**Transport hazard class(es)****DOT Class**

N/A

**ADR Class**

9 (M6) Miscellaneous dangerous substances and articles.

**Label**

9

**IMDG, IATA Class**

9 Miscellaneous dangerous substances and articles.

**Label**

9

**Packing group**

DOT

N/A

**ADR, IMDG, IATA**

III

**Environmental hazards:**

Product contains environmentally hazardous substances: diethylmethylbenzenediamine

**Marine pollutant:**

Yes, Symbol (fish and tree)

**Special marking (ADR):**

Symbol (fish and tree)

**Special marking (IATA):**

Symbol (fish and tree)

**Special precautions for user**

Warning: Miscellaneous dangerous substances and articles.

**Danger code (Kemler):**

90

**EMS Number:**

F-A,S-F

**Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code**

Not applicable.

**Transport/Additional information ADR****Limited quantities (LQ)**

5L

**Transport category**

3

**Tunnel restriction code**

E



**UN "Model Regulation":**

UN3082, ENVIRONMENTALLY HAZARDOUS  
SUBSTANCE, LIQUID, N.O.S.  
(diethylmethylbenzenediamine), 9, III

<b>15</b>	<b>REGULATORY INFORMATION</b>
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Component (CAS#) [%] - CODES

Benzenediamine, ar,ar-diethyl-ar-methyl- (68479-98-1) [25-50%] GADSL, TSCA

1,3-Dioxolan-2-one, 4-methyl- (108-32-7) [25-50%] HAP, TSCA

Sulfonic acids, C10-18-alkane, Ph esters (70775-94-9) [<10%] TSCA

Regulatory CODE Descriptions

GADSL = Global Automotive Declarable Substance List (GADSL)

TSCA = Toxic Substances Control Act

HAP = Hazardous Air Pollutants

<b>16</b>	<b>OTHER INFORMATION</b>
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**NFPA:** Health = 2, Fire = 1, Reactivity = 0, Specific Hazard = n/a

**HMIS III:** Health = 2(Chronic), Fire = 1, Physical Hazard = 0



This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

**Relevant phrases**

H302 Harmful if swallowed.

H312 Harmful in contact with skin.

H319 Causes serious eye irritation.

H373 May cause damage to organs through prolonged or repeated exposure.

H400 Very toxic to aquatic life.

H410 Very toxic to aquatic life with long lasting effects.

H413 May cause long lasting harmful effects to aquatic life.

R21/22 Harmful in contact with skin and if swallowed.

R36 Irritating to eyes.

R48/22 Harmful: danger of serious damage to health by prolonged exposure if swallowed.

R50/53 Very toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

R53 May cause long-term adverse effects in the aquatic environment.

Revision Date: 6/12/2018



# SDS

**SDS**  
**Advanced Polymer Technology**

QUALIPUR 252 Part B

1	<b>PRODUCT AND COMPANY IDENTIFICATION</b>
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**Product Identifier:** QUALIPUR 252 Part B  
**Revision Date:** 6/12/2018

**Supplier Details:** Advanced Polymer Technology  
P.O. Box 160, 109 Conica Lane  
Harmony, PA 16037

**Contact:** Senior Chemist  
**Phone:** 724-452-1330  
**Fax:** 724-452-1703  
**Email:** info@advpolytech.com  
**Internet:** www.advpolytech.com

Transportation emergency phone number: ChemTel Inc. (800)255-3924, +1 (813)248-0585

**Classification of Substance****GHS Classification in Accordance with 29 CFR 1910 (OSHA HCS):**

Health, Respiratory or skin sensitization, 1 Respiratory  
 Health, Skin corrosion/irritation, 2  
 Health, Serious Eye Damage/Eye Irritation, 2 A  
 Health, Respiratory or skin sensitization, 1 Skin  
 Environmental, Hazards to the aquatic environment - Chronic, 3

**GHS Label Elements, Including Precautionary Statements**

**GHS Signal Word: DANGER**

**GHS Hazard Pictograms:****GHS Hazard Statements:**

H334 - May cause allergy or asthma symptoms of breathing difficulties if inhaled  
 H315 - Causes skin irritation  
 H319 - Causes serious eye irritation  
 H317 - May cause an allergic skin reaction  
 H412 - Harmful to aquatic life with long lasting effects

**GHS Precautionary Statements:**

P285 - In case of inadequate ventilation wear respiratory protection.  
 P264 - Wash \_ thoroughly after handling.  
 P261 - Avoid breathing dust/fume/gas/mist/vapours/spray.  
 P305+351+338 - IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing.  
 P342+311 - Call a POISON CENTER or doctor/physician.  
 P302+352 - IF ON SKIN: Wash with soap and water.

**Hazards not Otherwise Classified (HNOC) or not Covered by GHS**

Contains isocyanates. May produce an allergic reaction.

Contains Poly[oxy(methyl-1,2-ethanediyl)], .alpha.-hydro-.omega.-hydroxy-, polymer with 5-isocyanato-1-(isocyanatomethyl)-1,3,3-trimethylcyclohexane, 3-isocyanatomethyl-3,5,5-trimethylcyclohexyl isocyanate.

May produce an allergic reaction.

Chemical Ingredients		
CAS#	%	Chemical Name
39323-37-0	50-100%	Poly[oxy(methyl-1,2-ethanediyl)], .alpha.-hydro-.omega.-hydroxy-, polymer with 5-isocyanato-1-(isocyanatomethyl)-1,3,3-trimethylcyclohexane
4098-71-9	<3%	Cyclohexane, 5-isocyanato-1-(isocyanatomethyl)-1,3,3-trimethyl-
13463-67-7	<5%	Titanium dioxide
1317-61-9	<5%	Iron oxide (Fe <sub>3</sub> O <sub>4</sub> )
71-43-2	<0.01%	Benzene

**General information:**

Immediately remove any clothing soiled by the product.

Symptoms of poisoning may even occur after several hours; therefore medical observation for at least 48 hours after the accident.



In case of irregular breathing or respiratory arrest provide artificial respiration.  
Take affected persons out into the fresh air.

**After inhalation:**

Supply fresh air.

In case of irregular breathing or respiratory arrest provide artificial respiration.  
Seek immediate medical advice.

**After skin contact:**

Immediately wash with water and soap and rinse thoroughly.

If skin irritation continues, consult a doctor.

**After eye contact:**

Immediately remove contact lenses if possible.

Rinse opened eye for several minutes under running water. Then consult a doctor.

**After swallowing:**

Rinse out mouth and then drink plenty of water.

Do not induce vomiting; call for medical help immediately.

**Most important symptoms and effects, both acute and delayed**

Asthma attacks

Breathing difficulty

Allergic reactions

Nausea

Cramp

Dizziness

Headache

Profuse sweating

Disorientation

Cyanosis

**Hazards**

Danger of impaired breathing.

Danger of disturbed cardiac rhythm.

Danger of pulmonary oedema.

Danger of convulsion.

**Indication of any immediate medical attention and special treatment needed**

If swallowed, gastric irrigation with added, activated carbon.

Contains isocyanates.

Severe allergic skin reaction, bronchial spasms and anaphylactic shock are possible.

In cases of irritation to the lungs, initial treatment with cortical steroid inhalants.

If necessary oxygen respiration treatment.

Later observation for pneumonia and pulmonary oedema.

Medical supervision for at least 48 hours.

If blue colouring appears (lips, ear-lobes, finger-nails), give oxygen treatment as quickly as possible.

Treat skin and mucous membrane with antihistamine and corticoid preparations.

**Flash Point:** 315 °F / 157 °C

Suitable extinguishing agents: Use fire extinguishing methods suitable to surrounding conditions.

For safety reasons unsuitable extinguishing agents: None.

Special hazards arising from the substance or mixture  
During heating or in case of fire poisonous gases are produced.

Advice for firefighters  
Protective equipment:  
Wear self-contained respiratory protective device.  
Wear fully protective suit.

Additional information  
Cool endangered receptacles with water fog or haze.  
No further relevant information available.

Use respiratory protective device against the effects of fumes/dust/aerosol.  
Isolate area and prevent access.  
Wear protective equipment. Keep unprotected persons away.  
Ensure adequate ventilation  
Protect from heat.

**Environmental precautions:**

Inform respective authorities in case of seepage into water course or sewage system.  
Do not allow to enter sewers/ surface or ground water.

**Methods and material for containment and cleaning up:**

Absorb with liquid-binding material (sand, diatomite, acid binders, universal binders, sawdust).  
Dispose contaminated material as waste.

Additional Spill Procedures/Neutralization: Neutralization solutions:

- (1) Colorimetric Laboratories Inc. (CLI) decontamination solution.
- (2) A mixture of 75% water, 20% non-ionic surfactant (e.g. Plurafac SL-62, Tergitol TMN-10) and 5% npropanol.
- (3) A mixture of 80% water, 20% non-ionic surfactant (e.g. Plurafac SL-62, Tergitol TMN-10).
- (4) A mixture of 90% water, 3-8% ammonium hydroxide or concentrated ammonia, and 2% liquid detergent.

**Handling Precautions:**

Ensure good ventilation/exhaustion at the workplace.  
Open and handle receptacle with care.  
Prevent formation of aerosols.  
Take note of emission threshold.

**Storage Requirements:**

Information about fire - and explosion protection: Keep respiratory protective device available.  
Requirements to be met by storerooms and receptacles:  
Store in a cool location.  
Avoid storage near extreme heat, ignition sources or open flame.  
Store only in the original receptacle.  
Provide ventilation for receptacles.

Information about storage in one common storage facility:  
Do not store together with oxidizing and acidic materials.  
Do not store together with alkalis (caustic solutions).  
Store away from foodstuffs.

Further information about storage conditions:  
Store in cool, dry conditions in well sealed receptacles.  
Store receptacle in a well ventilated area.  
Keep container tightly sealed.

**Engineering Controls:**

Ensure good ventilation/exhaustion at the workplace.  
Prevent formation of aerosols.  
Ensure compliance yo all relevant OSHA regulations.

**Personal Protective Equipment:**

General protective and hygienic measures:  
Personal protective equipment must be selected to prevent inhalation of vapors and contact with skin and eyes. At a bare minimum, safety glasses, gloves, apron, and combination particle/vapor respirator should be worn. In some cases, supplied air, full body suits and boots will be needed.  
Keep away from foodstuffs, beverages and feed.  
Immediately remove all soiled and contaminated clothing  
Wash hands before breaks and at the end of work.  
Store protective clothing separately.  
Do not inhale gases / fumes / aerosols.  
Avoid contact with the eyes and skin.

## Respiratory protection:

Combined Organic Vapor and Particulate Respirator is recommended for use during all processing activities.

## Protection of hands:

## Protective gloves

The glove material has to be impermeable and resistant to the product/ the substance/ the preparation.  
Selection of the glove material on consideration of the penetration times, rates of diffusion and the degradation

## Material of gloves

The selection of the suitable gloves does not only depend on the material, but also on further marks of quality and varies from manufacturer to manufacturer. As the product is a preparation of several substances, the resistance of the glove material can not be calculated in advance and has therefore to be checked prior to the application.

## Penetration time of glove material

The exact break through time has to be found out by the manufacturer of the protective gloves and has to be observed.

For the permanent contact gloves made of the following materials are suitable:

Neoprene gloves

Nitrile rubber, NBR

Butyl rubber, BR

## Eye protection:

Contact lenses should not be worn.

Safety glasses

## Body protection:

Apron

Boots

Full head, face and neck protection

## Limitation and supervision of exposure into the environment

No further relevant information available.

## Risk management measures

Organizational measures should be in place for all activities involving this product.

**Ingredients with limit values that require monitoring at the workplace:****4098-71-9 3-isocyanatomethyl-3,5,5-trimethylcyclohexyl isocyanate**

REL (USA) Short-term value: 0,18 mg/m<sup>3</sup>, 0,02 ppm / Long-term value: 0,045 mg/m<sup>3</sup>, 0,005 ppm / Skin

TLV (USA) 0,045 mg/m<sup>3</sup>, 0,005 ppm

EL (Canada) Short-term value: C 0,01 ppm / Long-term value: 0,005 ppm / S

EV (Canada) 0,005 ppm

**DNELs** No further relevant information available.

**PNECs** No further relevant information available.

**Additional information:** The lists valid during the making were used as basis.

9	PHYSICAL AND CHEMICAL PROPERTIES
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<b>Appearance:</b>	Pigmented Liquid	<b>Flash Point:</b>	315 °F / 157 °C
<b>Physical State:</b>	Liquid	<b>Volatile organic compound:</b>	12,4 g/L
<b>Specific Gravity or Density:</b>	1,05 g/cm <sup>3</sup>		

10	STABILITY AND REACTIVITY
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**Chemical Stability:** No decomposition if used and stored according to specifications.

**Conditions to Avoid identification:** To avoid thermal decomposition do not overheat.

**Materials to Avoid identification:** Reacts with water.  
Reacts with oxidizing agents.  
Reacts with alkali, amines and strong acids.  
Contact with acids releases toxic gases.  
Reacts with peroxides and other radical forming substances.  
Reacts with certain metals.

**Hazardous Decomposition:** Isocyanate  
Nitrogen oxides  
Hydrogen cyanide (prussic acid)  
Toxic metal oxide smoke  
Danger of forming toxic pyrolysis products.  
Carbon monoxide and carbon dioxide

**Hazardous Polymerization:** Reacts with water.

11	TOXICOLOGICAL INFORMATION
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**Primary irritant effect:**  
**on the skin:** Irritant to skin and mucous membranes.  
**on the eye:** Irritating effect.

**Sensitization:**  
Sensitization possible through inhalation.  
Sensitization possible through skin contact.

**Additional toxicological information:**

The product shows the following dangers according to the calculation method of the General EU Classification Guidelines for Preparations as issued in the latest version:

Toxic  
Harmful  
Irritant  
Danger through skin adsorption.  
Toxic and/or corrosive effects may be delayed up to 24 hours.

**Sensitisation:** Sensitization possible by inhalation and/or dermal contact.

**Repeated dose toxicity:**

May cause damage to organs through prolonged or repeated exposure .  
Repeated exposures may result in skin and/or respiratory sensitivity.

12	ECOLOGICAL INFORMATION
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**Aquatic toxicity:** The product contains materials that are harmful to the environment.

**Persistence and degradability** Not easily biodegradable

**Bioaccumulative potential** No further relevant information available.

**Mobility in soil** No further relevant information available.

**Ecotoxicological effects:**

**Remark:**

Harmful to fish

Due to mechanical actions of the product (e.g. agglutinations) damages may occur.

The product is oxygen-consuming. The declared action may be partly caused by lack of oxygen.

**Additional ecological information:**

**General notes:**

This statement was deduced from products with a similar structure or composition.

The product contains heavy metals. Avoid transfer into the environment. Specific preliminary treatments are necessary

Due to available data on eliminability/decomposition and bioaccumulation potential prolonged term damage of the environment can not be excluded.

Water hazard class 1 (German Regulation) (Self-assessment): slightly hazardous for water Do not allow undiluted product or large quantities of it to reach ground water, water course or sewage system.

Harmful to aquatic organisms

**Results of PBT and vPvB assessment**

**PBT:** Not applicable. **vPvB:** Not applicable.

**Other adverse effects** No further relevant information available

13	DISPOSAL CONSIDERATIONS
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**Recommendation**

Must not be disposed together with household garbage. Do not allow product to reach sewage system.

After prior treatment product has to be disposed of in an incinerator for hazardous waste adhering to the regulations pertaining to the disposal of particularly hazardous waste.

**Uncleaned packaging:**

Recommendation: Disposal must be made according to official regulations.

14	TRANSPORT INFORMATION
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<b>UN-Number DOT, ADR, ADN, IMDG, IATA</b>	N/A
<b>UN proper shipping name DOT, ADR, ADN, IMDG, IATA</b>	Aliphatic Isocyanate Prepolymer
<b>Transport hazard class(es) DOT, ADR, ADN, IMDG, IATA Class</b>	N/A
<b>Packing group DOT, ADR, IMDG, IATA</b>	N/A
<b>Marine pollutant</b>	No
<b>Special precautions for user</b>	Not applicable.
<b>Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code</b>	Not applicable.
<b>UN "Model Regulation"</b>	---



## Component (CAS#) [%] - CODES

Poly[oxy(methyl-1,2-ethanediyl)], .alpha.-hydro-.omega.-hydroxy-, polymer with 5-isocyanato-1-(isocyanatomethyl)-1,3,3-trimethylcyclohexane (39323-37-0) [50-100%] TSCA

Cyclohexane, 5-isocyanato-1-(isocyanatomethyl)-1,3,3-trimethyl- (4098-71-9) [<3%] EHS302, MASS, NJHS, OSHAWAC, PA, SARA313, TSCA, TXAIR

Titanium dioxide (13463-67-7) [<5%] MASS, OSHAWAC, PA, TSCA, TXAIR

Iron oxide (Fe3O4) (1317-61-9) [<5%] TSCA

Benzene (71-43-2) [<0.01%] CERCLA, CSWHS, EPCRAWPC, GADSL, HAP, HWCRCRA, MASS, NJHS, NRC, OSHAHTS, OSHAWAC, PA, PRIPOL, PROP65, SARA313, TOXICPOL, TOXICRCRA, TSCA, TXAIR, TXHWL

**WARNING**

This product can expose you to chemicals including Benzene, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

## Regulatory CODE Descriptions

TSCA = Toxic Substances Control Act  
 EHS302 = Extremely Hazardous Substance  
 MASS = MA Massachusetts Hazardous Substances List  
 NJHS = NJ Right-to-Know Hazardous Substances  
 OSHAWAC = OSHA Workplace Air Contaminants  
 PA = PA Right-To-Know List of Hazardous Substances  
 SARA313 = SARA 313 Title III Toxic Chemicals  
 TXAIR = TX Air Contaminants with Health Effects Screening Level  
 CERCLA = Superfund Cleanup Substances  
 CSWHS = Clean Water Act Hazardous Substances  
 EPCRAWPC = EPCRA Water Priority Chemicals  
 GADSL = Global Automotive Declarable Substance List (GADSL)  
 HAP = Hazardous Air Pollutants  
 HWCRCRA = RCRA Hazardous Wastes  
 NRC = Nationally Recognized Carcinogens  
 OSHAHTS = OSHA Hazardous and Toxic Substances  
 PRIPOL = Clean Water Act Priority Pollutants  
 PROP65 = CA Prop 65  
 TOXICPOL = Clean Water Act Toxic Pollutants  
 TOXICRCRA = RCRA Toxic Hazardous Wastes (U-List)  
 TXHWL = TX Hazardous Waste List



NFPA: Health = 3, Fire = 1, Reactivity = 0, Specific Hazard = n/a  
 HMIS III: Health = 3(Chronic), Fire = 1, Physical Hazard = 0



HMIS	
HEALTH	<input checked="" type="checkbox"/> 3
FLAMMABILITY	1
PHYSICAL HAZARD	0
PERSONAL PROTECTION	<input type="checkbox"/>

This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

#### Relevant phrases

H315 Causes skin irritation.

H317 May cause an allergic skin reaction.

H319 Causes serious eye irritation.

H331 Toxic if inhaled.

H334 May cause allergy or asthma symptoms or breathing difficulties if inhaled.

H335 May cause respiratory irritation.

H411 Toxic to aquatic life with long lasting effects.

R23 Toxic by inhalation.

R36/37/38 Irritating to eyes, respiratory system and skin.

R36/38 Irritating to eyes and skin.

R42/43 May cause sensitisation by inhalation and skin contact.

R43 May cause sensitisation by skin contact.

R51/53 Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

Revision Date: 6/12/2018



# Qualipur<sup>®</sup> 372

## 1. General Description

Qualipur 372 is a 2-component, low VOC, low/no odor, medium viscosity, polyurethane coating. It cures using chemical cross-linking to form a hard elastic, abrasion-resistant coating and binder for urethane mortars and broadcast systems. Qualipur 372 has good chemical resistance and outstanding adhesion properties.

Basic Uses: A highly abrasion-resistant coating and binder for flooring systems.

Colors: A gloss finish product available in 5 standard colors: Light Grey, Dark Grey, Charcoal, Tan, and Black. Special colors are available upon request.

## 2. Safety Guidelines

Always wear the recommended personal protective equipment. Avoid contact with eyes, skin, and clothing. Adequate ventilation is required during the application process.

Do not expose container to open flame, excessive heat, or direct sunlight.

## 3. Storage and Packaging

Qualipur 372 should be stored in clean, cool, dry area in original unopened pail. Qualipur 372 has a shelf life of 1 year.

Packaging: 4.5 gallon unit (25.2 kg unit)

## 4. Coverage

For reference 1 mil of Qualipur 372 has a consumption rate of 1600 ft<sup>2</sup>/gal (0.00063 gal/ft<sup>2</sup> or 0.0406 kg/m<sup>2</sup>). Typical Wearcoat/Topcoat application is 15/30 mils and has a consumption rate of 107 sqft/gal (0.0095 gal/ft<sup>2</sup> or 0.609 kg/m<sup>2</sup>)/53 sqft/gal (0.189 gal/ft<sup>2</sup> or 1.218 kg/m<sup>2</sup>)

## 5. Installation Guidelines

### Surface Preparation:

See Qualideck Application Guide

A surface receiving an application of Qualipur 372 must be clean, sound, dry, and free of oils and all bond inhibiting compounds and contaminants. Apply Qualipur 372 on primed concrete or on Qualipur

## Features and Benefits

- ✓ High abrasion and cut/tear resistant
- ✓ Able to cure in low temperature ranges
- ✓ Wide range of system options and textures
- ✓ Versatile range of potential substrates
- ✓ Variety of color options
- ✓ Low VOC





urethane surfaces that have received the recommended surface preparation (sandblasting or shot blasting are recommended to produce a clean and lightly textured surface). When top coating a system, if the recommended recoat time is exceeded or if contamination of the substrate occurs, consult your sales representative.

## Mixing:

Pre-mix the color component. Then, empty the contents of component “B” into component “A”. Mixing is accomplished by using a jiffy paddle and low speed drill (400 to 600 rpm). Take care not to incorporate excessive air into the product. Mix components for 2 minutes in provided pail. Scrape down sides of pail and mix for additional 1.5 minutes before proceeding with application.

## Application:

Top Coat Over System – Use a high quality roller, brush, or squeegee to apply a uniform film at the recommended rate. Sand, 12-20 mesh (angular) or 16-30 mesh (angular), flint (angular), or aluminum oxide (angular) can be applied by backrolling after application of the coating.

Consult Application Guide for further information.

## 6. Limitations

- Minimum application temperature is 40°F and rising.
- Do not apply over damp or wet substrates.
- Do not apply to surfaces with active moisture vapor transmission.

## 7. Technical Data

*Results based on temperature of 68°F and 50% Humidity*

VOC		20.5 g/L*
Solids Content		100%
Renewable Content		23.56%
Viscosity	ASTM D2196	1600 – 2400 cPs
Pot Life	ASTM C603	35-55 Minutes
Cure Time – Tack Free		3 – 5 Hours
- Foot Traffic	ASTM C920	24 Hours
- Final Cure		4 Weeks
Elongation	ASTM D412	42.9%
Tensile Strength	ASTM D412	4200 PSI
Hardness	ASTM D2240	69 D scale
Abrasion Resistance	ASTM D4060	172.1 mg loss
Ozone Resistance	ASTM D1149	No visible cracking occurred
Skid Resistance Dry		Pass
Skid Resistance Wet		Pass
Thermal Emittance (Grey)	ASTM C1371	0.86
Solar Reflectance (Grey)	ASTM C1549	16.7%
Solar Reflective Index	ASTM E1980	13
Solvent and Fuel Resistance	ASTM D2792	No negative observation



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Revision 11 WB 04.27.20



Flash Point	ASTM D93	Non Flammable
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\*based on standard formula calculation

## Chemical Resistance Chart

Chemical	Qualipur 372	Qualipur 461	Qualipur 512	Qualipur 522	Qualipur 552E	Qualipur 582
Acetic Acid 10%	-	-	+	+	-	+
Acetic Acid 50%	-	-	-	+	-	-
Acetone	+	+	+	+	+	-
Anti-Freeze	+	+	+	+	+	+
Bleach	-	+	+	+	+	+
Brake Fluid	-	-	-	-	-	-
Caustic Soda	+	+	-	+	+	+
Gasoline	+	+	+	+	+	-
Hydraulic Fluid	+	+	+	+	+	+
Hydrochloric Acid 10%	-	-	-	+	+	+
Hydrochloric Acid 31%	-	-	-	-	-	-
Jet Fuel	+	+	+	+	+	+
Methanol	+	+	+	+	-	-
Mineral Spirits	+	+	+	+	+	+
Motor Oil	-	+	-	+	+	+
Phosphoric Acid 50%	+	-	-	+	-	-
Phosphoric Acid 70%	-	-	-	-	-	-
Potassium Hydroxide 50%	-	-	-	-	+	+
Simple Green	+	+	+	+	+	+
Skydrol	-	-	-	+	-	-
Sodium Hydroxide 50%	+	+	+	+	+	+
Sulfuric Acid 25%	-	-	-	-	-	-
Sulfuric Acid 50%	-	-	-	-	-	-

(-) --> Visual Defects Observed

(+) --> No Visual Defects Observed

*Above figures are guide values and should not be used as a base for specifications*

*Consult the Safety Data Sheet (SDS) for more details.*

*For complete and latest warranty and product information, please visit [www.advpolytech.com](http://www.advpolytech.com)*



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Revision 11 WB 04.27.20



# SDS

**SDS**  
**Advanced Polymer Technology**

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QUALIPUR 372 Part A

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**PRODUCT AND COMPANY IDENTIFICATION**

**Product Identifier:** QUALIPUR 372 Part A  
**Revision Date:** 6/12/2018

**Supplier Details:** Advanced Polymer Technology  
P.O. Box 160, 109 Conica Lane  
Harmony, PA 16037

**Contact:** Senior Chemist  
**Phone:** 724-452-1330  
**Fax:** 724-452-1703  
**Email:** info@advpolytech.com  
**Internet:** www.advpolytech.com

Transportation emergency phone number: ChemTel Inc. (800)255-3924, +1 (813)248-0585



**Classification of Substance**

**GHS Classification in Accordance with 29 CFR 1910 (OSHA HCS):**  
No GHS Classifications Indicated

**GHS Label Elements, Including Precautionary Statements**

**GHS Signal Word:** **NONE**

**GHS Hazard Pictograms:**

No GHS pictograms indicated for this product

**GHS Hazard Statements:**

No GHS hazards statements indicated

**GHS Precautionary Statements:**

No GHS precautionary statements indicated

**Hazards not Otherwise Classified (HNOC) or not Covered by GHS**

The product is not classified according to the Globally Harmonized System (GHS).  
The product is not classified according to the CLP regulation.

H226 Flammable liquid and vapour

H304 May be fatal if swallowed and enters airways

Chemical Ingredients		
CAS#	%	Chemical Name
7631-86-9	25-50%	Silica
770-35-4	<10%	2-Propanol, 1-phenoxy-
64742-95-6	<10%	Solvent naphtha, petroleum, light arom.
13463-67-7	<10%	Titanium dioxide
1317-61-9	<10%	Iron oxide (Fe <sub>3</sub> O <sub>4</sub> )
50-00-0	<0.1%	Formaldehyde
71-43-2	<0.01%	Benzene

**General information:** No special measures required.

**After inhalation:** Supply fresh air; consult doctor in case of complaints.

**After skin contact:**

Clean with water and soap.

If skin irritation continues, consult a doctor.

**After eye contact:**

Remove contact lenses if worn.

Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.

**After swallowing:**

Rinse out mouth and then drink plenty of water.

Do not induce vomiting; call for medical help immediately.

**Most important symptoms and effects, both acute and delayed**

Gastric or intestinal disorders

Dizziness

Headache

**Hazards** No further relevant information available.

**Indication of any immediate medical attention and special treatment needed**

Treat skin and mucous membrane with antihistamine and corticoid preparations.

**Autoignition Temperature:** >500 °F / >260 °C

Suitable extinguishing agents:

CO<sub>2</sub>, powder or water spray. Fight larger fires with water spray or alcohol resistant foam.

For safety reasons unsuitable extinguishing agents: None.

5.2 Special hazards arising from the substance or mixture

In case of fire, the following can be released:

Carbon monoxide (CO)

Under certain fire conditions, traces of other toxic gases cannot be excluded.

Advice for firefighters

Protective equipment:

Wear self-contained respiratory protective device.

Wear fully protective suit.

Additional information Cool endangered receptacles with water fog or haze.

**Personal precautions, protective equipment and emergency procedures**

Wear protective equipment. Keep unprotected persons away.

Ensure adequate ventilation

**Environmental precautions:** Do not allow to enter sewers/ surface or ground water.

**Methods and material for containment and cleaning up:**

Absorb with liquid-binding material (sand, diatomite, acid binders, universal binders, sawdust).

Dispose contaminated material as waste

**Handling Precautions:**

Ensure good ventilation/exhaustion at the workplace.  
Prevent formation of aerosols.

**Storage Requirements:**

Information about fire - and explosion protection: No special measures required.

Requirements to be met by storerooms and receptacles:  
Avoid storage near extreme heat, ignition sources or open flame.  
Store in a cool location.

Information about storage in one common storage facility:  
Store away from foodstuffs.  
Do not store together with oxidizing and acidic materials.

Further information about storage conditions:  
Store in cool, dry conditions in well sealed receptacles.  
Keep container tightly sealed.

**Engineering Controls:**

Ensure good ventilation/exhaustion at the workplace.  
Prevent formation of aerosols.  
Ensure compliance yo all relevant OSHA regulations.

**Personal Protective Equipment:**

General protective and hygienic measures:  
Keep away from foodstuffs, beverages and feed.  
Immediately remove all soiled and contaminated clothing  
Wash hands before breaks and at the end of work.  
Avoid contact with the eyes and skin.

## Respiratory protection:

Use suitable respiratory protective device in case of insufficient ventilation.  
Use suitable respiratory protective device when aerosol or mist is formed.

## Protection of hands:

## Protective gloves

The glove material has to be impermeable and resistant to the product/ the substance/ the preparation.  
Due to missing tests no recommendation to the glove material can be given for the product/ the preparation/ the chemical mixture.

Selection of the glove material on consideration of the penetration times, rates of diffusion and the degradation

## Material of gloves

The selection of the suitable gloves does not only depend on the material, but also on further marks of quality and varies from manufacturer to manufacturer. As the product is a preparation of several substances, the resistance of the glove material can not be calculated in advance and has therefore to be checked prior to the application.

## Penetration time of glove material

The exact break through time has to be found out by the manufacturer of the protective gloves and has to be observed.

For the permanent contact gloves made of the following materials are suitable:

Butyl rubber, BR

Nitrile rubber, NBR

Neoprene gloves

## Eye protection:

Safety glasses

Body protection: Protective work clothing

## Limitation and supervision of exposure into the environment

No further relevant information available.

## Risk management measures

No further relevant information available.

**Ingredients with limit values that require monitoring at the workplace:**

The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.

**DNELs** No further relevant information available.

**PNECs** No further relevant information available.

**Appearance:**

Pigmented Liquid

**Physical State:**

Liquid

**Volatile organic compound:**

33 g/L

**Autoignition Temperature:**

>500 °F / >260 °C



<b>Chemical Stability:</b>	No decomposition if used and stored according to specifications.
<b>Conditions to Avoid:</b>	Store away from oxidizing agents.
<b>Identification:</b>	Keep away from heat and direct sunlight.
<b>Materials to Avoid:</b>	Reacts with strong acids and alkali.
<b>Hazardous Decomposition:</b>	Hydrocarbons Carbon monoxide and carbon dioxide Toxic metal oxide smoke
<b>Hazardous Polymerization:</b>	Will not occur.

**LD/LC50 values relevant for classification:**

64742-95-6 Solvent naphtha (petroleum), light arom.

Oral LD50 &gt;6800 mg/kg (rat)

Dermal LD50 &gt;3400 mg/kg (rab)

Inhalative LC50/4 h &gt;10,2 mg/l (rat)

**Primary irritant effect:****on the skin:** Slight irritant effect on skin and mucous membranes.**on the eye:** Slight irritant effect on eyes.**Sensitization:** No sensitizing effects known.**Additional toxicological information:**

The product shows the following dangers according to the calculation method of the General EU Classification Guidelines for Preparations as issued in the latest version:

Harmful

**Aquatic toxicity:** No further relevant information available.**Persistence and degradability** The product is partially biodegradable. Significant residuals remain.**Bioaccumulative potential** No further relevant information available.**Mobility in soil** No further relevant information available.**Ecotoxicological effects:****Remark:** Due to mechanical actions of the product (e.g. agglutinations) damages may occur.**Additional ecological information:****General notes:**

This statement was deduced from products with a similar structure or composition.

The product contains heavy metals. Avoid transfer into the environment. Specific preliminary treatments are necessary

Due to available data on eliminability/decomposition and bioaccumulation potential prolonged term damage of the environment can not be excluded.

Water hazard class 1 (German Regulation) (Self-assessment): slightly hazardous for water. Do not allow undiluted product or large quantities of it to reach ground water, water course or sewage system.

**Results of PBT and vPvB assessment****PBT:** Not applicable.**vPvB:** Not applicable.**Other adverse effects** No further relevant information available.



13	DISPOSAL CONSIDERATIONS
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Recommendation

Must not be disposed together with household garbage. Do not allow product to reach sewage system.  
Can be burned with household garbage after consulting with the waste disposal facility operator and the pertinent authorities and adhering to the necessary technical regulations.  
Can be disposed of with household garbage after solidification following consultation with the waste disposal facility operator and the pertinent authorities and adhering to the necessary technical regulations.

Uncleaned packaging:

Recommendation: Disposal must be made according to official regulations.

14	TRANSPORT INFORMATION
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UN-Number DOT, ADR, ADN, IMDG, IATA	N/A
UN proper shipping name DOT, ADR, ADN, IMDG, IATA	Polyester Resin Based Coating
Transport hazard class(es) DOT, ADR, ADN, IMDG, IATA Class	N/A
Packing group DOT, ADR, IMDG, IATA	N/A
Marine pollutant	No
Special precautions for user	Not applicable.
Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code	Not applicable.
UN "Model Regulation"	---

## Component (CAS#) [%] - CODES

Silica (7631-86-9) [25-50%] MASS, NJHS, PA, TSCA

2-Propanol, 1-phenoxy- (770-35-4) [<10%] TSCA

Solvent naphtha, petroleum, light arom. (64742-95-6) [<10%] TSCA

Titanium dioxide (13463-67-7) [<10%] MASS, OSHAWAC, PA, TSCA, TXAIR

Iron oxide (Fe3O4) (1317-61-9) [<10%] TSCA

Formaldehyde (50-00-0) [<0.1%] CERCLA, CSWHS, EHS302, EPCRAWPC, GADSL, HAP, MASS, NJEHS, NJHS, NRC, OSHAHTS, OSHAPSM, PA, PROP65, SARA313, TOXICRCRA, TSCA, TXAIR, TXHWL

Benzene (71-43-2) [<0.01%] CERCLA, CSWHS, EPCRAWPC, GADSL, HAP, HWRCRA, MASS, NJHS, NRC, OSHAHTS, OSHAWAC, PA, PRIPOL, PROP65, SARA313, TOXICPOL, TOXICRCRA, TSCA, TXAIR, TXHWL

**WARNING**

This product can expose you to chemicals including Formaldehyde (gas), which is known to the State of California to cause cancer. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

This product can expose you to chemicals including Benzene, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

## Regulatory CODE Descriptions

MASS = MA Massachusetts Hazardous Substances List  
 NJHS = NJ Right-to-Know Hazardous Substances  
 PA = PA Right-To-Know List of Hazardous Substances  
 TSCA = Toxic Substances Control Act  
 OSHAWAC = OSHA Workplace Air Contaminants  
 TXAIR = TX Air Contaminants with Health Effects Screening Level  
 CERCLA = Superfund Cleanup Substances  
 CSWHS = Clean Water Act Hazardous Substances  
 EHS302 = Extremely Hazardous Substance  
 EPCRAWPC = EPCRA Water Priority Chemicals  
 GADSL = Global Automotive Declarable Substance List (GADSL)  
 HAP = Hazardous Air Pollutants  
 NJEHS = NJ Extraordinarily Hazardous Substances  
 NRC = Nationally Recognized Carcinogens  
 OSHAHTS = OSHA Hazardous and Toxic Substances  
 OSHAPSM = OSHA Chemicals Requiring Process Safety Management  
 PROP65 = CA Prop 65  
 SARA313 = SARA 313 Title III Toxic Chemicals  
 TOXICRCRA = RCRA Toxic Hazardous Wastes (U-List)  
 TXHWL = TX Hazardous Waste List  
 HWRCRA = RCRA Hazardous Wastes  
 PRIPOL = Clean Water Act Priority Pollutants  
 TOXICPOL = Clean Water Act Toxic Pollutants

NFPA: Health = 1, Fire = 0, Reactivity = 0, Specific Hazard = n/a  
HMIS III: Health = 1, Fire = 0, Physical Hazard = 0



This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

#### Relevant phrases

H226 Flammable liquid and vapour.

H304 May be fatal if swallowed and enters airways.

R10 Flammable.

R65 Harmful: may cause lung damage if swallowed.

Revision Date: 6/12/2018



# SDS

**SDS**  
**Advanced Polymer Technology**

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QUALIPUR 372 Part B

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1	<b>PRODUCT AND COMPANY IDENTIFICATION</b>
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**Product Identifier:** QUALIPUR 372 Part B  
**Revision Date:** 6/12/2018

**Supplier Details:** Advanced Polymer Technology  
P.O. Box 160, 109 Conica Lane  
Harmony, PA 16037

**Contact:** Senior Chemist  
**Phone:** 724-452-1330  
**Fax:** 724-452-1703  
**Email:** info@advpolytech.com  
**Internet:** www.advpolytech.com

**Transportation emergency phone number:** ChemTel Inc. (800)255-3924, +1 (813)248-0585



**Classification of Substance****GHS Classification in Accordance with 29 CFR 1910 (OSHA HCS):**

Health, Skin corrosion/irritation, 2  
 Health, Respiratory or skin sensitization, 1 Skin  
 Health, Serious Eye Damage/Eye Irritation, 2 A  
 Health, Acute toxicity, 4 Inhalation  
 Health, Respiratory or skin sensitization, 1 Respiratory  
 Health, Specific target organ toxicity - Single exposure, 3  
 Health, Carcinogenicity, 2  
 Health, Specific target organ toxicity - Repeated exposure, 2

**GHS Label Elements, Including Precautionary Statements**

**GHS Signal Word: DANGER**

**GHS Hazard Pictograms:****GHS Hazard Statements:**

H315 - Causes skin irritation  
 H317 - May cause an allergic skin reaction  
 H319 - Causes serious eye irritation  
 H332 - Harmful if inhaled  
 H334 - May cause allergy or asthma symptoms or breathing difficulties if inhaled  
 H335 - May cause respiratory irritation  
 H351 - Suspected of causing cancer  
 H373 - May cause damage to organs through prolonged or repeated exposure

**GHS Precautionary Statements:**

P261 - Avoid breathing dust/fume/gas/mist/vapours/spray.  
 P273 - Avoid release to the environment.  
 P280 - Wear protective gloves/protective clothing/eye protection/face protection.  
 P312 - Call a POISON CENTER or doctor/physician if you feel unwell.  
 P370 - In case of fire: \_  
 P378 - Use CO2, foam, extinguishing powder for extinction  
 P403+233 - Store in a well ventilated place. Keep container tightly closed.  
 P501 - Dispose of contents/container in accordance with local regulation

**Hazards not Otherwise Classified (HNOC) or not Covered by GHS**

Persons who suffer from hypersensitivity of the respiratory tract (e.g. asthmatics and chronic bronchitis sufferers) should avoid handling this product. Symptoms affecting the respiratory tract can also occur several hours after overexposure. Dust, vapors and aerosols are the primary risk to the respiratory tract.

Chemical Ingredients		
CAS#	%	Chemical Name
101-68-8	25-50%	4,4'-Methylenediphenyl diisocyanate
9016-87-9	25-50%	Isocyanic acid, polymethylenepolyphenylene ester
26447-40-5	10-20%	Benzene, 1,1'-methylenebis[isocyanato-



- Inhalation:** Supply fresh air and to be sure call for a doctor. In case of unconsciousness place patient stably in side position for transportation.
- Skin Contact:** Immediately wash with water and soap and rinse thoroughly. Immediately remove any clothing soiled by the product. If skin irritation continues, consult a doctor.
- Eye Contact:** Protect unharmed eye. Rinse opened eye for several minutes under running water. Remove contact lenses if worn, if possible. Rinse opened eye for several minutes under running water. Then consult a doctor.
- Ingestion:** Rinse out mouth and then drink plenty of water. Do not induce vomiting; call for medical help immediately.

**Most important symptoms and effects, both acute and delayed**

Asthma attacks  
Allergic reactions  
Breathing difficulty  
Coughing

**Hazards**

Danger of impaired breathing.  
Danger of pulmonary oedema.  
Danger of pneumonia.  
Danger of convulsion.  
Danger of disturbed cardiac rhythm.

**Indication of any immediate medical attention and special treatment needed**

Contains isocyanates. Consult literature for specific antidotes.  
Medical supervision for at least 48 hours.  
Severe allergic skin reaction, bronchial spasms and anaphylactic shock are possible.  
Monitor circulation, possible shock treatment.  
Later observation for pneumonia and pulmonary oedema.  
If necessary oxygen respiration treatment.  
Treat skin and mucous membrane with antihistamine and corticoid preparations.

**Flash Point:** 226 °C

Suitable extinguishing agents:

CO<sub>2</sub>, powder or water spray. Fight larger fires with water spray or alcohol resistant foam.  
For safety reasons unsuitable extinguishing agents: Water.

Special hazards arising from the substance or mixture

Formation of toxic gases is possible during heating or in case of fire.

In case of fire, the following can be released:

Hydrogen cyanide (HCN)

Carbon monoxide (CO)

Under certain fire conditions, traces of other toxic gases cannot be excluded.

Advice for firefighters

Protective equipment:

Wear self-contained respiratory protective device.

Wear fully protective suit.

Additional information Cool endangered receptacles with water spray.

Fire in vicinity poses risk of pressure build-up and rupture. Containers at risk from fire should be cooled with water and, if possible, removed from the danger area.

**Advice for fire-fighters:**

During fire-fighting respirator with independent air-supply and airtight garment is required.

Do not allow contaminated extinguishing water to enter the soil, ground-water or surface waters.

**Unsuitable extinguishing media:** High volume water jet

Isolate area and prevent access.  
 Remove persons from danger area.  
 Wear protective equipment. Keep unprotected persons away.  
 Ensure adequate ventilation

**Personal precautions, protective equipment and emergency procedures**

Use respiratory protective device against the effects of fumes/dust/aerosol.  
 Inform respective authorities in case of seepage into water course or sewage system.  
 Do not allow to enter sewers/ surface or ground water.

**Methods and material for containment and cleaning up:**

Absorb with liquid-binding material (sand, diatomite, acid binders, universal binders, sawdust).  
 Dispose contaminated material as waste according to regulations.  
 Ensure adequate ventilation.

Additional Spill Procedures/Neutralization: Neutralization solutions:

- (1) Colorimetric Laboratories Inc. (CLI) decontamination solution.
- (2) A mixture of 75% water, 20% non-ionic surfactant (e.g. Plurafac SL-62, Tergitol TMN-10) and 5% npropanol.
- (3) A mixture of 80% water, 20% non-ionic surfactant (e.g. Plurafac SL-62, Tergitol TMN-10).
- (4) A mixture of 90% water, 3-8% ammonium hydroxide or concentrated ammonia, and 2% liquid detergent.

**Handling Precautions:**

Precautions for safe handling  
 Ensure good ventilation/exhaustion at the workplace.  
 Prevent formation of aerosols.  
 Information about fire - and explosion protection:  
 Keep ignition sources away - Do not smoke.  
 Keep respiratory protective device available.

**Storage Requirements:**

Requirements to be met by storerooms and receptacles:  
 Provide ventilation for receptacles.  
 Store in a cool location.  
 Protect from humidity and water.  
 Avoid storage near extreme heat, ignition sources or open flame.

Information about storage in one common storage facility:  
 Store away from water.  
 Store away from foodstuffs.  
 Do not store together with oxidizing and acidic materials.

Further information about storage conditions:  
 Store in cool, dry conditions in well sealed receptacles.  
 Store receptacle in a well ventilated area.  
 Protect from humidity and water.  
 Protect from heat and direct sunlight.  
 Keep container tightly sealed.



**Engineering Controls:**

Ensure good ventilation/exhaustion at the workplace.  
Prevent formation of aerosols.  
Ensure compliance yo all relevant OSHA regulations.

**Personal Protective Equipment:**

General protective and hygienic measures:  
Keep away from foodstuffs, beverages and feed.  
Immediately remove all soiled and contaminated clothing  
Wash hands before breaks and at the end of work.  
Do not inhale gases / fumes / aerosols.  
Avoid contact with the eyes and skin.

## Respiratory protection:

An air-supplied respirator must be worn during spray applications, during long-term (over 1 hour ) exposures when the product is heated or in environments of high concentrations near the TLV, an air-purifying respirator equipped with organic cartridges or canisters and dust filters can be used. However, due to the poor warning properties of this product, proper fit and timely replacement of filter elements must be ensured. Observe OSHA regulations for respirator use (29 CFR 1910.134).

## Protection of hands:

## Protective gloves

The glove material has to be impermeable and resistant to the product/ the substance/ the preparation. Due to missing tests no recommendation to the glove material can be given for the product/ the preparation/ the chemical mixture.  
Selection of the glove material on consideration of the penetration times, rates of diffusion and the degradation

## Material of gloves

The selection of the suitable gloves does not only depend on the material, but also on further marks of quality and varies from manufacturer to manufacturer. As the product is a preparation of several substances, the resistance of the glove material can not be calculated in advance and has therefore to be checked prior to the application.

## Penetration time of glove material

The exact break through time has to be found out by the manufacturer of the protective gloves and has to be observed.

For the permanent contact gloves made of the following materials are suitable:

Butyl rubber, BR  
Nitrile rubber, NBR

## Eye protection:

Contact lenses should not be worn.  
Safety glasses with side shields or face shield strongly suggested.

Body protection: Use protective suit.

## Limitation and supervision of exposure into the environment

No further relevant information available.

## Risk management measures

Organizational measures should be in place for all activities involving this product.

**Control parameters****Ingredients with limit values that require monitoring at the workplace:****101-68-8 4,4'-methylenediphenyl diisocyanate**

PEL (USA) Short-term value: C 0,2 mg/m<sup>3</sup>, C 0,02 ppm

REL (USA) Short-term value: C 0,2\* mg/m<sup>3</sup>, C 0,02\* ppm, Long-term value: 0,05 mg/m<sup>3</sup>, 0,005 ppm, \*10-min

TLV (USA) 0,051 mg/m<sup>3</sup>, 0,005 ppm

EL (Canada) Short-term value: C 0,01 ppm, Long-term value: 0,005 ppm, Skin; S

EV (Canada) 0,005 ppm

9	<b>PHYSICAL AND CHEMICAL PROPERTIES</b>
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<b>Appearance:</b>	Clear Brown Liquid	<b>Odor:</b>	Slightl characteristic
<b>Physical State:</b>	Liquid	<b>Flash Point:</b>	226 °C
<b>Specific Gravity or Density:</b>	1.198 kg/m3	<b>Autoignition Temperature:</b>	208 °C (406 °F)
<b>Boiling Point:</b>	208 °C (406 °F)		

10	<b>STABILITY AND REACTIVITY</b>
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<b>Chemical Stability:</b>	No decomposition if used and stored according to specifications.
<b>Conditions to Avoidentification:</b>	Keep ignition sources away - Do not smoke. Moisture. Keep away from heat and direct sunlight. Store away from oxidizing agents.
<b>Materials to Avoidentification:</b>	Reacts with water. Reacts with oxidizing agents. Reacts with alkali, amines and strong acids. Contact with acids releases toxic gases. Reacts with peroxides and other radical forming substances. Reacts with certain metals.
<b>Hazardous Decomposition:</b>	Carbon monoxide and carbon dioxide Nitrogen oxides (NOx) Hydrogen cyanide (prussic acid) Poisonous gases/vapours
<b>Hazardous Polymerization:</b>	Polymerises at about 200 °C with evolution of CO2.

11	<b>TOXICOLOGICAL INFORMATION</b>
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**LD/LC50 values relevant for classification:**  
**101-68-8 4,4'-methylenediphenyl diisocyanate**  
Oral LD50 2200 mg/kg (mouse)

**Primary irritant effect:**  
**on the skin:** Irritant to skin and mucous membranes.  
**on the eye:** Irritating effect.

**Sensitization:**  
Sensitization possible through inhalation.  
Sensitization possible through skin contact.

**Subacute to chronic toxicity:** Toxic and/or corrosive effects may be delayed up to 24 hours.

**Additional toxicological information:**  
The product shows the following dangers according to the calculation method of the General EU Classification Guidelines for Preparations as issued in the latest version:  
Harmful Irritant

**Acute effects (acute toxicity, irritation and corrosivity):**  
In addition to local irritant manifestations, there is a narcotic effect when inhaling high concentrations, with the danger of central respiratory arrest.

**Sensitisation:** Sensitization possible by inhalation and/or dermal contact.

**Repeated dose toxicity:**  
May cause damage to organs through prolonged or repeated exposure .  
Repeated exposures may result in skin and/or respiratory sensitivity.

**Aquatic toxicity:** The material is harmful to the environment.

**Persistence and degradability** The product is partly biodegradable. Significant residuals remain.

**Bioaccumulative potential** Does not accumulate in organisms

**Mobility in soil** No further relevant information available.

**Ecotoxicological effects:**

**Remark:** Harmful to fish

**Additional ecological information:**

**General notes:**

This statement was deduced from the properties of the single components.

Avoid transfer into the environment.

Due to available data on eliminability/decomposition and bioaccumulation potential prolonged term damage of the environment can not be excluded.

Water hazard class 1 (German Regulation) (Self-assessment): slightly hazardous for water. Do not allow undiluted product or large quantities of it to reach ground water, water course or sewage system.

Harmful to aquatic organisms.

**Results of PBT and vPvB assessment**

**PBT:** Not applicable.

**vPvB:** Not applicable.

**Other adverse effects** No further relevant information available.

**Recommendation**

Must not be disposed together with household garbage. Do not allow product to reach sewage system.

Can be burned with household garbage after consulting with the waste disposal facility operator and the pertinent authorities and adhering to the necessary technical regulations.

Can be disposed of with household garbage with prior chemical-physical or biological treatment following consultation with the waste disposal facility operator and the pertinent authorities and adhering to the necessary technical regulations.

**Uncleaned packaging:**

**Recommendation:** Disposal must be made according to official regulations.

**Recommended cleansing agents:** Solvent naphtha

**UN-Number DOT, ADR, ADN, IMDG, IATA**

N/A

**UN proper shipping name DOT, ADR, ADN, IMDG, IATA**

Aromatic Isocyanate Prepolymer

**Transport hazard class(es) DOT, ADR, ADN, IMDG, IATA Class**

N/A

**Packing group DOT, ADR, IMDG, IATA**

N/A

**Marine pollutant**

No

**Special precautions for user**

Not applicable.

**Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code**

Not applicable.

**UN "Model Regulation"**

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<b>15</b>	<b>REGULATORY INFORMATION</b>
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Component (CAS#) [%] - CODES

4,4'-Methylenediphenyl diisocyanate (101-68-8) [25-50%] CERCLA, HAP, MASS, NJHS, OSHAWAC, PA, SARA313, TSCA, TXAIR

Isocyanic acid, polymethylenepolyphenylene ester (9016-87-9) [25-50%] SARA313, TSCA

Benzene, 1,1'-methylenebis[isocyanato- (26447-40-5) [10-20%] TSCA

Regulatory CODE Descriptions

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CERCLA = Superfund Cleanup Substances  
HAP = Hazardous Air Pollutants  
MASS = MA Massachusetts Hazardous Substances List  
NJHS = NJ Right-to-Know Hazardous Substances  
OSHA = OSHA Workplace Air Contaminants  
PA = PA Right-To-Know List of Hazardous Substances  
SARA313 = SARA 313 Title III Toxic Chemicals  
TSCA = Toxic Substances Control Act  
TXAIR = TX Air Contaminants with Health Effects Screening Level

<b>16</b>	<b>OTHER INFORMATION</b>
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NFPA: Health = 2, Fire = 1, Reactivity = 1, Specific Hazard = n/a

HMIS III: Health = 2(Chronic), Fire = 1, Physical Hazard = 1



This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

Revision Date: 6/12/2018



# Qualipur<sup>®</sup> 582

## 1. General Description

Qualipur 582 is a 2-component, low VOC, low/no odor, medium viscosity, polyurethane coating. It cures using chemical cross-linking to form a hard elastic, UV resistant, abrasion-resistant coating. Qualipur 582 has good chemical resistance and outstanding adhesion properties.

Basic Uses: A highly abrasion-resistant coating.

Colors: A gloss finish product available in 5 standard colors: Light Grey, Dark Grey, Charcoal, Tan, and Black. Special colors are available upon request.

## 2. Safety Guidelines

Always wear the recommended personal protective equipment. Avoid contact with eyes, skin, and clothing. Adequate ventilation is required during the application process.

Do not expose container to open flame, excessive heat, or direct sunlight.

## 3. Storage and Packaging

Qualipur 582 should be stored in a clean, cool, dry area in original unopened pail. Qualipur 582 has a shelf life of 1 year.

Packaging: 5 gallon unit (28.00 kg unit)

## 4. Coverage

For reference 1 mil of Qualipur 582 has a consumption rate of 1600 ft<sup>2</sup>/gal (0.00063 gal/ft<sup>2</sup> or 0.0406 kg/m<sup>2</sup>). A typical application of 15 mils has a consumption rate of 107 sqft/gal (0.0095 gal/ft<sup>2</sup> or 0.609 kg/m<sup>2</sup>).

## 5. Installation Guidelines

### Surface Preparation:

See Qualideck Application Guide

## Features and Benefits

- ✓ High abrasion and cut/tear resistant
- ✓ Excellent UV stability
- ✓ Versatile range of potential substrates
- ✓ Variety of color options
- ✓ Low VOC



## Mixing:

Qualipur 582 is a 2-component polyurethane product; it requires mixing to ensure consistent curing and uniform color. Mixing is accomplished by premixing component "A" for 2-3 minutes. After premixing component "A", pour the contents of component "B" directly into component "A" and mix using a jiffy paddle and low speed drill (400 to 600 rpm). Take care not to incorporate excessive air into the product. Mix components for 2 minutes in provided pail. Scrape down sides of pail and mix for an additional 1.5 minutes before proceeding with application.

## Application:

See Qualideck Application Guide

**Do Not sand to excess the Qualipur 582 top coat - sand saturation shall be in the Qualipur 372 coat.**

Consult Application Guide for further information.

## 6. Limitations

- Minimum application temperature is 4°C (40°F).
- Do not apply over damp or wet substrates.
- Do not apply to surfaces with active moisture vapor transmission.

## 7. Technical Data

*Results based on temperature of 68°F and 50% Humidity*

VOC		20.23 g/L*
Solids Content		98%
Renewable Content		22.58%
Viscosity	ASTM D2196	1600 – 2400 cPs
Pot Life	ASTM C603	30-50 Minutes
Cure Time – Tack Free		3 – 5 Hours
- Foot Traffic	ASTM C920	24 Hours
- Final Cure		4 Weeks
Elongation	ASTM D412	81%
Tensile Strength	ASTM D412	1500 PSI
Hardness	ASTM D2240	45 D scale
Skid Resistance Dry		Pass
Skid Resistance Wet		Pass
Abrasion Resistance	ASTM D4060	50 mg loss
Flash Point	ASTM D93	Non Flammable

\*based on standard formula calculation







## Chemical Resistance Chart

Chemical	Qualipur 372	Qualipur 461	Qualipur 512	Qualipur 522	Qualipur 552E	Qualipur 582
Acetic Acid 10%	-	-	+	+	-	+
Acetic Acid 50%	-	-	-	+	-	-
Acetone	+	+	+	+	+	-
Anti-Freeze	+	+	+	+	+	+
Bleach	-	+	+	+	+	+
Brake Fluid	-	-	-	-	-	-
Caustic Soda	+	+	-	+	+	+
Gasoline	+	+	+	+	+	-
Hydraulic Fluid	+	+	+	+	+	+
Hydrochloric Acid 10%	-	-	-	+	+	+
Hydrochloric Acid 31%	-	-	-	-	-	-
Jet Fuel	+	+	+	+	+	+
Methanol	+	+	+	+	-	-
Mineral Spirits	+	+	+	+	+	+
Motor Oil	-	+	-	+	+	+
Phosphoric Acid 50%	+	-	-	+	-	-
Phosphoric Acid 70%	-	-	-	-	-	-
Potassium Hydroxide 50%	-	-	-	-	+	+
Simple Green	+	+	+	+	+	+
Skydrol	-	-	-	+	-	-
Sodium Hydroxide 50%	+	+	+	+	+	+
Sulfuric Acid 25%	-	-	-	-	-	-
Sulfuric Acid 50%	-	-	-	-	-	-

(-) --> Visual Defects Observed

(+) --> No Visual Defects Observed

*Above figures are guide values and should not be used as a base for specifications*

*Consult the Safety Data Sheet (SDS) for more details.*

*For complete and latest warranty and product information, please visit [www.advpolytech.com](http://www.advpolytech.com)*





# SDS

**SDS**  
**Advanced Polymer Technology**

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QUALIPUR 582 PART A

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1

**PRODUCT AND COMPANY IDENTIFICATION**

**Product Identifier:** QUALIPUR 582 PART A  
**Revision Date:** 6/11/2018

**Supplier Details:** Advanced Polymer Technology  
P.O. Box 160, 109 Conica Lane  
Harmony, PA 16037

**Contact:** Senior Chemist  
**Phone:** 724-452-1330  
**Fax:** 724-452-1703  
**Email:** info@advpolytech.com  
**Internet:** www.advpolytech.com

Transportation emergency phone number: ChemTel Inc. (800)255-3924, +1 (813)248-0585



2	HAZARDS IDENTIFICATION
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**Classification of Substance**

GHS Classification in Accordance with 29 CFR 1910 (OSHA HCS):  
No GHS Classifications Indicated

**GHS Label Elements, Including Precautionary Statements**

GHS Signal Word: **NONE**

**GHS Hazard Pictograms:**

No GHS pictograms indicated for this product

**GHS Hazard Statements:**

No GHS hazards statements indicated

**GHS Precautionary Statements:**

No GHS precautionary statements indicated

**Hazards not Otherwise Classified (HNOC) or not Covered by GHS**

The product is not classified according to the Globally Harmonized System (GHS).  
The product is not classified according to the CLP regulation.

H226 Flammable liquid and vapour

H304 May be fatal if swallowed and enters airways

3	COMPOSITION/INFORMATION ON INGREDIENTS
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Chemical Ingredients		
CAS#	%	Chemical Name
7631-86-9	25-50%	Silica
770-35-4	<10%	2-Propanol, 1-phenoxy-
64742-95-6	<10%	Solvent naphtha, petroleum, light arom.
13463-67-7	<10%	Titanium dioxide
1317-61-9	<10%	Iron oxide (Fe <sub>3</sub> O <sub>4</sub> )
50-00-0	<0.1%	Formaldehyde
71-43-2	<0.01%	Benzene

**General information:** No special measures required.

**After inhalation:** Supply fresh air; consult doctor in case of complaints.

**After skin contact:**

Clean with water and soap.

If skin irritation continues, consult a doctor.

**After eye contact:**

Remove contact lenses if worn.

Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.

**After swallowing:**

Rinse out mouth and then drink plenty of water.

Do not induce vomiting; call for medical help immediately.

**Most important symptoms and effects, both acute and delayed**

Gastric or intestinal disorders

Dizziness

Headache

**Hazards** No further relevant information available.

**Indication of any immediate medical attention and special treatment needed**

Treat skin and mucous membrane with antihistamine and corticoid preparations.

**Autoignition Temperature:** >500 °F / >260 °C

Suitable extinguishing agents:

CO<sub>2</sub>, powder or water spray. Fight larger fires with water spray or alcohol resistant foam.

For safety reasons unsuitable extinguishing agents: None.

5.2 Special hazards arising from the substance or mixture

In case of fire, the following can be released:

Carbon monoxide (CO)

Under certain fire conditions, traces of other toxic gases cannot be excluded.

Advice for firefighters

Protective equipment:

Wear self-contained respiratory protective device.

Wear fully protective suit.

Additional information Cool endangered receptacles with water fog or haze.

**Personal precautions, protective equipment and emergency procedures**

Wear protective equipment. Keep unprotected persons away.

Ensure adequate ventilation

**Environmental precautions:** Do not allow to enter sewers/ surface or ground water.

**Methods and material for containment and cleaning up:**

Absorb with liquid-binding material (sand, diatomite, acid binders, universal binders, sawdust).

Dispose contaminated material as waste

**Handling Precautions:**

Ensure good ventilation/exhaustion at the workplace.  
Prevent formation of aerosols.

**Storage Requirements:**

Information about fire - and explosion protection: No special measures required.

Requirements to be met by storerooms and receptacles:  
Avoid storage near extreme heat, ignition sources or open flame.  
Store in a cool location.

Information about storage in one common storage facility:  
Store away from foodstuffs.  
Do not store together with oxidizing and acidic materials.

Further information about storage conditions:  
Store in cool, dry conditions in well sealed receptacles.  
Keep container tightly sealed.

**Engineering Controls:**

Ensure good ventilation/exhaustion at the workplace.  
Prevent formation of aerosols.  
Ensure compliance yo all relevant OSHA regulations.

**Personal Protective Equipment:**

General protective and hygienic measures:  
Keep away from foodstuffs, beverages and feed.  
Immediately remove all soiled and contaminated clothing  
Wash hands before breaks and at the end of work.  
Avoid contact with the eyes and skin.

## Respiratory protection:

Use suitable respiratory protective device in case of insufficient ventilation.  
Use suitable respiratory protective device when aerosol or mist is formed.

## Protection of hands:

## Protective gloves

The glove material has to be impermeable and resistant to the product/ the substance/ the preparation.  
Due to missing tests no recommendation to the glove material can be given for the product/ the preparation/ the chemical mixture.

Selection of the glove material on consideration of the penetration times, rates of diffusion and the degradation

## Material of gloves

The selection of the suitable gloves does not only depend on the material, but also on further marks of quality and varies from manufacturer to manufacturer. As the product is a preparation of several substances, the resistance of the glove material can not be calculated in advance and has therefore to be checked prior to the application.

## Penetration time of glove material

The exact break through time has to be found out by the manufacturer of the protective gloves and has to be observed.

For the permanent contact gloves made of the following materials are suitable:

Butyl rubber, BR

Nitrile rubber, NBR

Neoprene gloves

## Eye protection:

Safety glasses

Body protection: Protective work clothing

## Limitation and supervision of exposure into the environment

No further relevant information available.

## Risk management measures

No further relevant information available.

**Ingredients with limit values that require monitoring at the workplace:**

The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.

DNELs No further relevant information available.

PNECs No further relevant information available.

**Appearance:**

Pigmented Liquid

**Physical State:**

Liquid

**Volatile organic compound:**

33 g/L

**Autoignition Temperature:**

>500 °F / >260 °C



10

## STABILITY AND REACTIVITY

<b>Chemical Stability:</b>	No decomposition if used and stored according to specifications.
<b>Conditions to Avoid:</b>	Store away from oxidizing agents.
<b>Identification:</b>	Keep away from heat and direct sunlight.
<b>Materials to Avoid:</b>	Reacts with strong acids and alkali.
<b>Hazardous Decomposition:</b>	Hydrocarbons Carbon monoxide and carbon dioxide Toxic metal oxide smoke
<b>Hazardous Polymerization:</b>	Will not occur.

11

## TOXICOLOGICAL INFORMATION

**LD/LC50 values relevant for classification:**  
**64742-95-6 Solvent naphtha (petroleum), light arom.**  
 Oral LD50 >6800 mg/kg (rat)  
 Dermal LD50 >3400 mg/kg (rab)  
 Inhalative LC50/4 h >10,2 mg/l (rat)

**Primary irritant effect:**  
**on the skin:** Slight irritant effect on skin and mucous membranes.  
**on the eye:** Slight irritant effect on eyes.

**Sensitization:** No sensitizing effects known.

**Additional toxicological information:**  
 The product shows the following dangers according to the calculation method of the General EU Classification Guidelines for Preparations as issued in the latest version:  
 Harmful

12

## ECOLOGICAL INFORMATION

**Aquatic toxicity:** No further relevant information available.

**Persistence and degradability** The product is partially biodegradable. Significant residuals remain.

**Bioaccumulative potential** No further relevant information available.

**Mobility in soil** No further relevant information available.

**Ecotoxicological effects:**  
**Remark:** Due to mechanical actions of the product (e.g. agglutinations) damages may occur.

**Additional ecological information:****General notes:**

This statement was deduced from products with a similar structure or composition.  
 The product contains heavy metals. Avoid transfer into the environment. Specific preliminary treatments are necessary  
 Due to available data on eliminability/decomposition and bioaccumulation potential prolonged term damage of the environment can not be excluded.  
 Water hazard class 1 (German Regulation) (Self-assessment): slightly hazardous for water. Do not allow undiluted product or large quantities of it to reach ground water, water course or sewage system.

**Results of PBT and vPvB assessment**

**PBT:** Not applicable.  
**vPvB:** Not applicable.

**Other adverse effects** No further relevant information available.



## Recommendation

Must not be disposed together with household garbage. Do not allow product to reach sewage system.

Can be burned with household garbage after consulting with the waste disposal facility operator and the pertinent authorities and adhering to the necessary technical regulations.

Can be disposed of with household garbage after solidification following consultation with the waste disposal facility operator and the pertinent authorities and adhering to the necessary technical regulations.

## Uncleaned packaging:

Recommendation: Disposal must be made according to official regulations.

UN-Number DOT, ADR, ADN, IMDG, IATA	N/A
UN proper shipping name DOT, ADR, ADN, IMDG, IATA	<b>Polyester Resin Based Coating</b>
Transport hazard class(es) DOT, ADR, ADN, IMDG, IATA Class	N/A
Packing group DOT, ADR, IMDG, IATA	N/A
Marine pollutant	No
Special precautions for user	Not applicable.
Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code	Not applicable.
UN "Model Regulation"	---

Component (CAS#) [%] - CODES

Silica (7631-86-9) [25-50%] MASS, NJHS, PA, TSCA

2-Propanol, 1-phenoxy- (770-35-4) [<10%] TSCA

Solvent naphtha, petroleum, light arom. (64742-95-6) [<10%] TSCA

Titanium dioxide (13463-67-7) [<10%] MASS, OSHAWAC, PA, TSCA, TXAIR

Iron oxide (Fe3O4) (1317-61-9) [<10%] TSCA

Formaldehyde (50-00-0) [<0.1%] CERCLA, CSWHS, EHS302, EPCRAWPC, GADSL, HAP, MASS, NJEHS, NJHS, NRC, OSHAHTS, OSHAPSM, PA, PROP65, SARA313, TOXICRCRA, TSCA, TXAIR, TXHWL

Benzene (71-43-2) [<0.01%] CERCLA, CSWHS, EPCRAWPC, GADSL, HAP, HWRCRA, MASS, NJHS, NRC, OSHAHTS, OSHAWAC, PA, PRIPOL, PROP65, SARA313, TOXICPOL, TOXICRCRA, TSCA, TXAIR, TXHWL



### WARNING

This product can expose you to chemicals including Formaldehyde (gas), which is known to the State of California to cause cancer. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

This product can expose you to chemicals including Benzene, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

### Regulatory CODE Descriptions

MASS = MA Massachusetts Hazardous Substances List  
 NJHS = NJ Right-to-Know Hazardous Substances  
 PA = PA Right-To-Know List of Hazardous Substances  
 TSCA = Toxic Substances Control Act  
 OSHAWAC = OSHA Workplace Air Contaminants  
 TXAIR = TX Air Contaminants with Health Effects Screening Level  
 CERCLA = Superfund Cleanup Substances  
 CSWHS = Clean Water Act Hazardous Substances  
 EHS302 = Extremely Hazardous Substance  
 EPCRAWPC = EPCRA Water Priority Chemicals  
 GADSL = Global Automotive Declarable Substance List (GADSL)  
 HAP = Hazardous Air Pollutants  
 NJEHS = NJ Extraordinarily Hazardous Substances  
 NRC = Nationally Recognized Carcinogens  
 OSHAHTS = OSHA Hazardous and Toxic Substances  
 OSHAPSM = OSHA Chemicals Requiring Process Safety Management  
 PROP65 = CA Prop 65  
 SARA313 = SARA 313 Title III Toxic Chemicals  
 TOXICRCRA = RCRA Toxic Hazardous Wastes (U-List)  
 TXHWL = TX Hazardous Waste List  
 HWRCRA = RCRA Hazardous Wastes  
 PRIPOL = Clean Water Act Priority Pollutants  
 TOXICPOL = Clean Water Act Toxic Pollutants

NFPA: Health = 1, Fire = 0, Reactivity = 0, Specific Hazard = n/a  
HMIS III: Health = 1, Fire = 0, Physical Hazard = 0



This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

#### Relevant phrases

H226 Flammable liquid and vapour.

H304 May be fatal if swallowed and enters airways.

R10 Flammable.

R65 Harmful: may cause lung damage if swallowed.

Revision Date: 6/11/2018



## QUALIPUR 582 PART B

1	PRODUCT AND COMPANY IDENTIFICATION
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**Supplier Details:** Advanced Polymer Technology  
P.O. Box 160, 109 Conica Lane  
Harmony, PA 16037

**Contact:** Senior Chemist

**Phone:** 724-452-1330

**Fax:** 724-452-1703

**Email:** info@advpolytech.com

**Internet:** www.advpolytech.com

Transportation emergency phone number: ChemTel Inc. (800)255-3924, +1 (813)248-0585

2	HAZARDS IDENTIFICATION
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### Classification of Substance

#### GHS Classification in Accordance with 29 CFR 1910 (OSHA HCS):

- Health, Serious Eye Damage/Eye Irritation, 2 A
- Health, Acute toxicity, 3 Inhalation
- Health, Specific target organ toxicity - Single exposure, 3
- Health, Skin corrosion/irritation, 2
- Health, Skin sensitization, 1
- Health, Respiratory or skin sensitization, 1 Respiratory

### GHS Label Elements, Including Precautionary Statements

**GHS Signal Word:** **DANGER**

#### GHS Hazard Pictograms:



#### GHS Hazard Statements:

- H319 - Causes serious eye irritation
- H331 - Toxic if inhaled
- H335 - May cause respiratory irritation
- H315 - Causes skin irritation
- H317 - May cause an allergic skin reaction
- H334 - May cause allergy or asthma symptoms or breathing difficulties if inhaled

#### GHS Precautionary Statements:

- P261 - Avoid breathing dust/fume/gas/mist/vapours/spray.
- P264 - Wash hands thoroughly after handling.
- P271 - Use only outdoors or in a well-ventilated area.
- P272 - Contaminated work clothing should not be allowed out of the workplace.
- P280b - Wear protective gloves/eye protection/face protection.
- P285 - In case of inadequate ventilation wear respiratory protection.
- P302 + P352 - IF ON SKIN: Wash with plenty of water/soap.
- P304 + P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing.
- P305 + P351 + P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
- P333 + P313 - If skin irritation or rash occurs: Get medical advice/attention.
- P337 + P313 - If eye irritation persists: Get medical advice/attention.
- P342 + P311 - If experiencing respiratory symptoms: Call a POISON CENTER/doctor.
- P403 + P233 - Store in a well-ventilated place. Keep container tightly closed.
- P405 - Store locked up.
- P501 - Dispose of contents/container to approved waste disposal.



Chemical Ingredients		
CAS#	%	Chemical Name
5124-30-1	<50%	Cyclohexane, 1,1"-methylenebis[4-isocyanato-
28182-81-2	<50%	Hexane, 1,6-diisocyanato-, homopolymer
64742-95-6	<2.5%	Aromatic hydrocarbon
95-63-6	<2%	1,2,4-Trimethylbenzene
1330-20-7	<0.2%	Benzene, dimethyl-
822-06-0	<1%	Hexamethylene diisocyanate
108-67-8	<1%	1,3,5-Trimethylbenzene
71-43-2	<0.05%	Benzene
108-88-3	<1%	Toluene

## General advice

Consult a physician. Show this safety data sheet to the doctor in attendance. Move out of dangerous area.

## If inhaled

If breathed in, move person into fresh air. If not breathing, give artificial respiration. Consult a physician.

## In case of skin contact

Wash off with soap and plenty of water. Take victim immediately to hospital. Consult a physician.

## In case of eye contact

Rinse thoroughly with plenty of water for at least 15 minutes and consult a physician.

## If swallowed

Never give anything by mouth to an unconscious person. Rinse mouth with water. Consult a physician.

## Most important symptoms and effects, both acute and delayed

The most important known symptoms and effects are described in the labelling (see section 2.2) and/or in section 11

## Indication of any immediate medical attention and special treatment needed

No data available

**Flash Point:** 104 °C (219.2 °F) @ 1,013.25 hPa

## Extinguishing media

Suitable extinguishing media

Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.

## Special hazards arising from the substance or mixture

No data available

## Advice for firefighters

Wear self-contained breathing apparatus for firefighting if necessary.

## Further information

No data available

## Personal precautions, protective equipment and emergency procedures

Wear respiratory protection. Avoid breathing vapours, mist or gas. Ensure adequate ventilation. Evacuate personnel to safe areas.

For personal protection see section 8.



Environmental precautions  
Prevent further leakage or spillage if safe to do so. Do not let product enter drains.

Methods and materials for containment and cleaning up  
Soak up with inert absorbent material and dispose of as hazardous waste. Keep in suitable, closed containers for disposal.

Reference to other sections  
For disposal see section 13.

<b>7</b>	<b>HANDLING AND STORAGE</b>
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<b>Handling Precautions:</b>	Avoid contact with skin and eyes. Avoid inhalation of vapour or mist. For precautions see section 2.2.
<b>Storage Requirements:</b>	Keep container tightly closed in a dry and well-ventilated place. Containers which are opened must be carefully resealed and kept upright to prevent leakage. Moisture sensitive. Storage class (TRGS 510): Non-combustible, acute toxic Cat. 1 and 2 / very toxic hazardous materials

<b>8</b>	<b>EXPOSURE CONTROLS/PERSONAL PROTECTION</b>
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<b>Engineering Controls:</b>	Educate and train employees in safe use of this product. Follow all label instruction. Local exhaust should be used to maintain levels below the TLV whenever this product is processed, heated or spray applied. For spray applications, an air-supplied respirator must be worn. All ventilation should be designed in accordance with OSHA standard (29 CFR 1910.94). Educate and train employees in safe use of this product. Follow all label instruction. Local exhaust should be used to maintain levels below the TLV whenever this product is processed, heated or spray applied. For spray applications, an air-supplied respirator must be worn. All ventilation should be designed in accordance with OSHA standard (29 CFR 1910.94).
<b>Personal Protective Equipment:</b>	<p>Eye/face protection Face shield and safety glasses Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166(EU).</p> <p>Skin protection Handle with gloves. Gloves must be inspected prior to use. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product. Dispose of contaminated gloves after use in accordance with applicable laws and good laboratory practices. Wash and dry hands.</p> <p>Full contact Material: Nitrile rubber Minimum layer thickness: 0.4 mm Break through time: 480 min Material tested: Camatril®</p> <p>Splash contact Material: Nitrile rubber Minimum layer thickness: 0.4 mm Break through time: 480 min Material tested: Camatril® If used in solution, or mixed with other substances, and under conditions which differ from EN 374, contact the supplier of the CE approved gloves. This recommendation is advisory only and must be evaluated by an industrial hygienist and safety officer familiar with the specific situation of anticipated use by our customers. It should not be construed as offering an approval for any specific use scenario.</p> <p>Body Protection Complete suit protecting against chemicals, The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.</p> <p>Respiratory protection Where risk assessment shows air-purifying respirators are appropriate use a full-face respirator with multipurpose combination (US) or type ABEK (EN 14387) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).</p> <p>Control of environmental exposure Prevent further leakage or spillage if safe to do so. Do not let product enter drains.</p>

Dicyclohexylmethane-4,4'-di-isocyanate 5124-30-1

TWA 0.0050 ppm USA. ACGIH Threshold Limit Values (TLV)  
Remarks Lower Respiratory Tract irritation  
Respiratory sensitization

C 0.01 ppm 0.11 mg/m3 USA. OSHA - TABLE Z-1 Limits for Air Contaminants - 1910.1000

Skin notation  
C 0.01 ppm 0.11 mg/m3 USA. NIOSH Recommended Exposure Limits

**Hexamethylene-di-isocyanate 822-06-0**  
REL Short-term value: C 0.14\* mg/m³, C 0.02\* ppm  
Long-term value: 0.035 mg/m³, 0.005 ppm \*10-min

TLV 0.034 mg/m³, 0.005 ppm

**Hexamethylene diisocyanate, oligomers 28182-81-2**  
C 1 mg/m3

TLV (Threshold Limit Value established by ACGIH)  
822-06-0 hexamethylene-di-isocyanate 0.005 ppm

9	<b>PHYSICAL AND CHEMICAL PROPERTIES</b>
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**Appearance:** Colorless Liquid

10	<b>STABILITY AND REACTIVITY</b>
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**Reactivity:** The product is stable and non-reactive under normal conditions of use, storage and transport. Reacts with water.

**Chemical Stability:** No decomposition if used and stored according to specifications.

**Conditions to Avoid Identification:** Keep ignition sources away - Do not smoke.  
Moisture.  
Keep away from heat and direct sunlight.  
Store away from oxidizing agents.

**Materials to Avoid Identification:** Reacts with water.  
Reacts with oxidizing agents.  
Reacts with alkali, amines and strong acids.  
Contact with acids releases toxic gases.  
Reacts with peroxides and other radical forming substances.  
Reacts with certain metals.

**Hazardous Decomposition:** Carbon monoxide and carbon dioxide  
Nitrogen oxides (NOx)  
Hydrogen cyanide (prussic acid)  
Poisonous gases/vapours

**Hazardous Polymerization:** Reacts with water.

11	<b>TOXICOLOGICAL INFORMATION</b>
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Likely Routes of Exposure:

Skin Contact Inhalation Eye Contact Ingestion

Health Effects and Symptoms

Acute: Isocyanate vapors or mist at concentrations above the exposure limits or guidelines can irritate (burning sensation) the mucous membranes in the respiratory tract (nose, throat, lungs) with symptoms of runny nose, sore throat, coughing, chest discomfort, shortness of breath and reduced lung function (breathing difficulty). Persons with a preexisting, nonspecific bronchial hyperreactivity can respond to concentrations below the exposure limits or guidelines with similar symptoms as well as asthma attack or asthma-like symptoms. Exposure well above the exposure limits or guidelines may lead to bronchitis, bronchial spasm and pulmonary edema (fluid in lungs). Chemical or hypersensitivity pneumonitis, with flu-like symptoms (e.g. fever, chills), has also been reported. These symptoms can be delayed up to several hours after exposure. These effects are usually reversible.

Causes skin irritation with symptoms of reddening, itching, and swelling. Can cause sensitization. Persons previously sensitized can experience allergic



skin reaction with symptoms of reddening, itching, swelling, and rash. Cured material is difficult to remove.

May cause eye irritation with symptoms of reddening, tearing, stinging, and swelling. Vapor or aerosol may cause irritation with symptoms of burning and tearing.

May cause irritation of the digestive tract; Symptoms may include abdominal pain, nausea, vomiting, and diarrhea.

Chronic: As a result of previous repeated overexposures or a single large dose, certain individuals may develop sensitization to isocyanates (asthma or asthma-like symptoms) that may cause them to react to a later exposure to isocyanates at levels well below the exposure limits or guidelines. These symptoms, which can include chest tightness, wheezing, cough, shortness of breath or asthmatic attack, could be immediate or delayed up to several hours after exposure. Extreme asthmatic reactions can be life threatening. Similar to many non-specific asthmatic responses, there are reports that once sensitized an individual can experience these symptoms upon exposure to dust, cold air, or other irritants. This increased lung sensitivity can persist for weeks and in severe cases for several years. Sensitization can be permanent. Prolonged contact with skin can cause reddening, swelling, rash, and, in some cases, skin sensitization. Animal tests and other research indicate that skin contact with isocyanates can play a role in causing isocyanate sensitization and respiratory reaction. This data reinforces the need to prevent direct skin contact with isocyanates.

Prolonged vapor contact with the eyes may cause conjunctivitis.

Delayed: Symptoms affecting the respiratory tract can also occur several hours after overexposure.

Toxicity Data for: NB# 54369-B-2

Data on the product is not available.

Please find the data available for the components.

Acute Oral Toxicity

Acute toxicity estimate: > 5,000 mg/kg (Calculation method)

Acute Inhalation Toxicity

Acute toxicity estimate: 0.69 mg/l, 4 h, dust/mist (Calculation method)

Toxicity Data for: Dicyclohexylmethane-4,4'-Diisocyanate

Acute Oral Toxicity

LD50: 18,200 mg/kg (rat, male/female)

Acute Inhalation Toxicity

LC50: 0.434 mg/l, 4 h, dust/mist (rat, male/female) (OECD Test Guideline 403)

Acute Dermal Toxicity

LD50: > 7,000 mg/kg (rat, male/female) (OECD Test Guideline 402)

Skin Irritation

rabbit, OECD Test Guideline 404, irritating

Eye Irritation

rabbit, OECD Test Guideline 405, slight irritant

Sensitization

inhalation: sensitizer (Guinea pig)

dermal: sensitizer (Mouse, Mouse ear swelling test)

Skin sensitisation according to Magnusson/Kligmann (maximizing test):: positive (Guinea pig, OECD Test Guideline 406)

dermal: sensitizer (Human)

#### Repeated Dose Toxicity

13 w, Inhalative: NOEL: 3 mg/m<sup>3</sup>, (rat, male/female, 6 hours a day, 5 days a week)

Evidence of damage to organs other than the organs of respiration was not found.

#### Mutagenicity

##### Genetic Toxicity in Vitro:

Salmonella/microsome test (Ames test): No indication of mutagenic effects. (Metabolic Activation: with/without)

In vitro mammalian cell gene mutation test: negative (Chinese hamster V79 cell line, Metabolic Activation: with/without)

Chromosome aberration test in vitro: negative (Chinese hamster V79 cell line, Metabolic Activation: with/without)

#### Toxicity to Reproduction/Fertility

Inhalative, 6 hours/day 7 days/week, (rat, male/female) NOEL (parental): 1 mg/m<sup>3</sup>,

#### Developmental Toxicity/Teratogenicity

rat, female, Inhalative, 6 hours/day 7 days/week, NOEL (teratogenicity): 6 mg/m<sup>3</sup>, NOEL (maternal): 1 mg/m<sup>3</sup> Did not show teratogenic effects in animal experiments.

Toxicity Data for: Homopolymer of Hexamethylene Diisocyanate

#### Toxicity Note

Data is based on a similar product, including residual monomer.

#### Acute Oral Toxicity

LD50: > 5,000 mg/kg (rat, female) (OECD Test Guideline 423)

#### Acute Inhalation Toxicity

LC50: 0.554 mg/l, 4 h, dust/mist (rat)

The test atmosphere generated in the animal study is not representative of workplace environments, how the substance is placed on the market, and how it can reasonably be expected to be used. Therefore the test result cannot be directly applied for the purpose of assessing hazard. Based on expert judgment and the weight of the evidence, a modified classification for acute inhalation toxicity is justified.

#### Acute Dermal Toxicity

LD50: > 2,000 mg/kg (rat, female) (OECD Test Guideline 402)

#### Skin Irritation

rabbit, slight irritant

#### Eye Irritation

rabbit, slight irritant

#### Sensitization

Skin sensitisation according to Magnusson/Kligmann (maximizing test):: positive (Guinea pig, OECD Test Guideline 406)

#### Repeated Dose Toxicity

Subchronic inhalation toxicity, rat:

Test concentration - 0,4 ; 3,4 and 21,0 mg aerosol/m<sup>3</sup> exposure time - 13 weeks (6 hours a day, 5 days a week) 3,4 mg/m<sup>3</sup> was tolerated without damage (NOEL), 21,0 mg/m<sup>3</sup> caused increase of lung weight. No evidence of histopathological changes in the upper and central respiratory passages. Unspecific changes in the lower respiratory tract; these are attributed to the product's primary irritation potential. Evidence of damage to organs other than the organs of respiration was not found.

#### Mutagenicity

##### Genetic Toxicity in Vitro:

Salmonella/microsome test (Ames test): No indication of mutagenic effects.

##### Genetic Toxicity in Vivo:

Micronucleus test: negative (Mouse) negative

#### Toxicity Data for: Petroleum Solvent

##### Acute Oral Toxicity

LD50: > 5,000 mg/kg (rat, male/female) (OECD Test Guideline 401)

##### Acute Dermal Toxicity

LD50: > 2,000 mg/kg (rabbit, male/female) (OECD Test Guideline 402)

##### Skin Irritation

rabbit, Draize, Exposure Time: 24 h, Slightly irritating

##### Eye Irritation

rabbit, Draize, Exposure Time: 24 h, Slightly irritating

##### Non-irritating

##### Sensitization

dermal: non-sensitizer (Guinea pig, Maximization Test)

dermal: non-sensitizer (Human, Other method)

##### Repeated Dose Toxicity

90 D, Inhalation: NOAEL: 6.6 mg/l, (rat)

Chronic exposure damages the brain and the central nervous system.

14 D, dermal: NOAEL: 3,750 mg/kg, (rabbit)

Chronic exposure damages the brain and the central nervous system.

#### Mutagenicity

##### Genetic Toxicity in Vitro:

Ames: negative (Salmonella typhimurium, Metabolic Activation: with/without)

##### Carcinogenicity

Mouse, male, dermal, 2 Ynegative rat, Male/Female, inhalation, 109 w, 6 hrs/day 7 days/week positive

Kidney carcinomas were found in male rats only at all dose levels.

##### Toxicity to Reproduction/Fertility



Two generation study, inhalation, 6 hrs/day 7 days/week, (rat, Male/Female) NOAEL (F1): 500 ppm, NOAEL (F2): 500 ppm No effects on Reproductive parameters observed at doses tested. Three generation study, inhalation, 6 hrs/day 7 days/week, (rat, Male/Female) No effects on Reproductive parameters observed at doses tested.

#### Developmental Toxicity/Teratogenicity

rat, female, inhalation, NOAEL (teratogenicity): > 1,573 ppm, No Teratogenic effects observed at doses tested. Rat, Female, inhalation, GD6-GD19, 6 hours/day, NOAEL (teratogenicity): 23.9 mg/l, NOAEL (maternal): 23.9 mg/l,

#### Other Relevant Toxicity Information

May cause drowsiness or dizziness.

Toxicity Data for: Hexamethylene-1,6-Diisocyanate

#### Acute Oral Toxicity

LD50: 746 mg/kg (rat, male) (OECD Test Guideline 401) LD50: 959 mg/kg (rat, male) (OECD Test Guideline 401)

#### Acute Inhalation Toxicity

LC50: 0.124 mg/l, 4 h, vapour (rat, male/female) (OECD Test Guideline 403)

#### Acute Dermal Toxicity

LD50: > 7,000 mg/kg (rat, male/female) (OECD Test Guideline 402)

#### Skin Irritation

rabbit, OECD Test Guideline 404, Corrosive

#### Eye Irritation

rabbit, OECD Test Guideline 405, Corrosive

#### Sensitization

dermal: sensitizer (Guinea pig, Maximisation Test)

dermal: sensitizer (Human, Case Report)

Respiratory sensitization: sensitizer (Guinea pig)

#### Repeated Dose Toxicity

2 years, inhalation: NOAEL: 0.005 ppm, (rat, Male/Female, 6 hrs/day 5 days/week)

Irritation to lungs and nasal cavity.

#### Mutagenicity

##### Genetic Toxicity in Vitro:

Salmonella/microsome test (Ames test): negative (Salmonella typhimurium, Metabolic Activation: with/without)

Point mutation in mammalian cells (HPRT test): negative (Metabolic Activation: with/without)

##### Genetic Toxicity in Vivo:

Micronucleus test: negative (Mouse, male/female, Inhalative)

negative

#### Carcinogenicity

rat, male/female, Inhalative, 2 yrs, 6 hours/day, 5 days/week Did not show carcinogenic effects in animal experiments.

#### Toxicity to Reproduction/Fertility

Combined Repeated Dose Toxicity Study with the Reproduction/Developmental Toxicity Screening Test, Inhalative, 6 hours/day 7 days/week, (rat, male/female) NOAEL (F2): 0.3 ppm Fertility and developmental toxicity tests did not reveal any effect on reproduction.

#### Developmental Toxicity/Teratogenicity

rat, female, Inhalative, 6 hours/day (Exposure duration: day 0 - 19 of gestation), NOAEL (teratogenicity): 0.3 ppm, NOAEL (maternal): 0.005 ppm Did not show teratogenic effects in animal experiments.

#### Neurological Effects

Rats exposed by inhalation, 6 hours/day, for approximately 3 weeks, to concentrations as high as 0.3 ppm showed no neurobehavioral effects or damage to nerve tissues.

#### Toxicity Data for: 1,2,4-Trimethylbenzene

Acute Oral Toxicity LD50: > 5,000 mg/kg (rat)

#### Acute Inhalation Toxicity

LC50: 18 mg/l, 18,000, 4 h, vapour (rat)

#### Acute Dermal Toxicity

LD50: > 3,160 mg/kg (rabbit)

#### Skin Irritation

rabbit, Moderately irritating

#### Eye Irritation

rat, Slightly irritating

#### Sensitization

dermal: non-sensitizer (Guinea pig, Maximization Test)

Skin sensitisation according to Magnusson/Kligmann (maximizing test):: negative (Guinea pig)

#### Repeated Dose Toxicity

20 Days, inhalation: NOAEL: < 100 ppm, (rat, )

#### CNS depression.

28 Days, oral: NOAEL: < 500 mg/kg, (rat, )

#### Changes in: kidney

3 months, inhalation: NOAEL: 1230 mg/m<sup>3</sup>, (rat, male/female, 6 hrs/day 5 days/week)

#### Mutagenicity

##### Genetic Toxicity in Vitro:

Ames: negative (Salmonella typhimurium, Metabolic Activation: with/without)

##### Genetic Toxicity in Vivo:

Sister Chromatid Exchange: (Mouse, )

Positive and negative results were seen in various in vivo studies.

Cytogenetic assay: (Rat, )

negative

Micronucleus Assay: negative (Mouse, Male/Female, intraperitoneal)

negative

Developmental Toxicity/Teratogenicity

rat, female, inhalation, daily, NOAEL (teratogenicity): 0.19%, No Teratogenic effects observed at doses tested.

No fetotoxicity observed at doses tested.

Other Relevant Toxicity Information

May cause irritation of respiratory tract.

May be fatal if swallowed and enters airways.

Toxicity Data for: 1,3,5-Trimethylbenzene

Acute Oral Toxicity

LD50: 6,000 mg/kg (rat) Acute Inhalation Toxicity

LC50: 24 mg/l, 24,000, 4 h, vapour (rat)

Acute Dermal Toxicity

LD50: > 2,000 mg/kg (rat, male/female)

Skin Irritation

rabbit, Draize Test, Exposure Time: 24 h, Moderately irritating

Eye Irritation

rabbit, Draize, Mild eye irritation

Repeated Dose Toxicity

4 months, inhalation: NOAEL: < 1700 ppm, (Rat, )

Reduced body weight gain.Changes in blood parameters.CNS depression.

90 Days, oral: LOAEL: 54 gm/kg, (rat, )

Changes in:liver

90 Days, oral: NOAEL: 600 mg/kg, (rat, )

Mutagenicity

Genetic Toxicity in Vitro:

Ames: negative (Salmonella typhimurium, Metabolic Activation: with/without)

Genetic Toxicity in Vivo:

Micronucleus Assay: negative (Mouse, Male/Female, intraperitoneal)

negative

Developmental Toxicity/Teratogenicity

6 hours/day, daily, NOAEL (teratogenicity): 5900 mg/m<sup>3</sup>, NOAEL (maternal): 492 mg/m<sup>3</sup>

Other Relevant Toxicity Information

May cause irritation of respiratory tract.

Carcinogenicity:

No carcinogenic substances as defined by IARC, NTP and/or OSHA

12	<b>ECOLOGICAL INFORMATION</b>
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Toxicity to fish static test

LC50 - Danio rerio (zebra fish) - 1.2 mg/l - 96 h (OECD Test Guideline 203)

Toxicity to daphnia and other aquatic invertebrates

static test EC0 - Daphnia magna (Water flea) -  $\geq$  8.3 mg/l - 48 h

Toxicity to algae

static test EC50 - Desmodesmus subspicatus (Scenedesmus subspicatus) -  $>$  5 mg/l - 72 h

Toxicity to bacteria

EC50 - Sludge Treatment - 191 mg/l - 3 h (OECD Test Guideline 209)

Persistence and degradability

Biodegradability aerobic - Exposure time 28 d

Result: 0 % - Not readily biodegradable.

Bioaccumulative potential

No data available

Mobility in soil

No data available

Results of PBT and vPvB assessment

PBT/vPvB assessment not available as chemical safety assessment not required/not conducted

13	<b>DISPOSAL CONSIDERATIONS</b>
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Recommendation

Must not be disposed together with household garbage. Do not allow product to reach sewage system.

After prior treatment product has to be disposed of in an incinerator for hazardous waste adhering to the regulations pertaining to the disposal of particularly hazardous waste.

Uncleaned packaging:

Recommendation: Disposal must be made according to official regulations.

14	<b>TRANSPORT INFORMATION</b>
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**DOT**

Proper Shipping Name: Other regulated substances, liquid, n.o.s. (contains Dicyclohexylmethane-4,4'-Diisocyanate)

Hazard Class or Division: 9

UN/NA Number: NA3082

Packaging Group: III

Hazard Label(s): CLASS 9

### IMDG

Non-Regulated

### ICAO/IATA

Proper Shipping Name: Aviation regulated liquid, n.o.s. (contains Dicyclohexylmethane-4,4'-Diisocyanate)

Hazard Class or Division: 9

UN number: UN3334

Packaging Group: III

Hazard Label(s): MISCELLANEOUS

<b>15</b>	<b>REGULATORY INFORMATION</b>
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Component (CAS#) [%] - CODES

Cyclohexane, 1,1"-methylenebis[4-isocyanato- (5124-30-1) [<50%] MASS, OSHAWAC, PA, SARA313, TSCA, TXAIR

Hexane, 1,6-diisocyanato-, homopolymer (28182-81-2) [<50%] TSCA

Aromatic hydrocarbon (64742-95-6) [<2.5%] TSCA

1,2,4-Trimethylbenzene (95-63-6) [<2%] MASS, NJHS, PA, SARA313, TSCA, TXAIR

RQ(100LBS), Benzene, dimethyl- (1330-20-7) [<0.2%] CERCLA, CSWHS, EPCRAWPC, HAP, MASS, NJHS, OSHAWAC, PA, SARA313, TOXICRCRA, TSCA, TXAIR, TXHWL

RQ(100LBS), Hexamethylene diisocyanate (822-06-0) [<1%] CERCLA, HAP, MASS, SARA313, TSCA, TXAIR

1,3,5-Trimethylbenzene (108-67-8) [<1%] MASS, TSCA

Benzene (71-43-2) [<0.05%] CERCLA, CSWHS, EPCRAWPC, GADSL, HAP, HWRCRA, MASS, NJHS, NRC, OSHAHTS, OSHAWAC, PA, PRIPOL, PROP65, SARA313, TOXICPOL, TOXICRCRA, TSCA, TXAIR, TXHWL

RQ(1000LBS), Toluene (108-88-3) [<1%] CERCLA, CSWHS, EPCRAWPC, GADSL, HAP, MASS, NJHS, OSHAWAC, PA, PRIPOL, PROP65, SARA313, TOXICPOL, TOXICRCRA, TSCA, TXAIR, TXHWL



### WARNING

This product can expose you to chemicals including Toluene, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

This product can expose you to chemicals including Benzene, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

### Regulatory CODE Descriptions

RQ = Reportable Quantity

MASS = MA Massachusetts Hazardous Substances List

OSHA WAC = OSHA Workplace Air Contaminants



PA = PA Right-To-Know List of Hazardous Substances  
SARA313 = SARA 313 Title III Toxic Chemicals  
TSCA = Toxic Substances Control Act  
TXAIR = TX Air Contaminants with Health Effects Screening Level  
NJHS = NJ Right-to-Know Hazardous Substances  
CERCLA = Superfund Cleanup Substances  
CSWHS = Clean Water Act Hazardous Substances  
EPCRAWPC = EPCRA Water Priority Chemicals  
HAP = Hazardous Air Pollutants  
TOXICRCRA = RCRA Toxic Hazardous Wastes (U-List)  
TXHWL = TX Hazardous Waste List  
GADSL = Global Automotive Declarable Substance List (GADSL)  
HWRORA = RCRA Hazardous Wastes  
NRC = Nationally Recognized Carcinogens  
OSHAHTS = OSHA Hazardous and Toxic Substances  
PRIPOL = Clean Water Act Priority Pollutants  
PROP65 = CA Prop 65  
TOXICPOL = Clean Water Act Toxic Pollutants

16	OTHER INFORMATION
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This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

Revision Date: 6/11/2018

SECTION 00 41 00

BID FORM

To: Heather Gardens Association c/o Building Consultants & Engineers, Inc. (BC&E)

Project: PS-3 Coating and Repairs and Limited Repairs at PS-1, 2888 South Heather Gardens Way, Aurora, Colorado

Date: June 13, 2023

Bid Submitted By (List only name of bidder): Western Waterproofing Co., Inc d/b/a/ Western Specialty Contractors

To Whom It May Concern:

1.01 The undersigned, hereby offers to enter into a Contract with the Owner to perform the Work, based on the following:

BASE BID: All Work required to construct the Project. Include the sum of the Lump Sum Grand Total and the Unit Price Grand Total (the Base Bid) for the Contract Sum of:

Nine Hundred and Twenty Five Thousand, One Hundred and Twenty Two Dollars (\$ 925,122.00 )

If payment and performance bonds are required by the Owner, the cost of the work will be increased by:

Thirteen Thousand, Eight Hundred Seventy Seven Dollars (\$ 13,877.00)

1.02 BID SUMMARY TABLE: The Contractor is requested to fill out the following bid summary table along with his bid, to allow the Owner to develop an understanding of the cost of portions of the work. The table outlines the major components of the Base Bid Work by category, as outlined in the Scope of Work on Sheet G-1.

BID TABLE		
Heather Gardens PS-1 and PS-3 Repairs		
CONTRACTOR: Western Specialty Contractors		DATE: 06-13-2023
LUMP SUM WORK		
The LUMP SUM BID shall include all work indicated on the Drawings and in the Project Manual, whether specifically listed below or not, that is associated with the repair type.		
Item No.	Description of work	Bid Amount
1.1	Mobilization and Demobilization	
Through	General Conditions	
1.4	Sounding Survey	
	As-built repair plans and stressing logs	\$ 60,520.00
1.5	Perform below-grade waterproofing repairs at PS-1	\$ 117,390.00
1.6	Replace base of deteriorated cladding between garage doors of garage unit structure (delegated design). Support new cladding on new concrete curbs.	\$ 42,732.00
1.7	Repair wood framing and base of cladding at sides of garage unit structure (delegated design) and support repaired walls on new concrete curbs.	\$ 46,550.00
1.8	Remove and replace 12-inch wide strip of concrete topping slab at east and west sides of garage unit structure.	\$ 38,808.00
1.9	Clean out existing trench drain at top of ramp and replace damaged section.	\$ 2,560.00
1.10	Replace existing drains with new drains (11 total). Perform ground penetrating radar (GPR) to locate and mark reinforcing steel and post-tensioned tendons around drains. Enlarge openings in concrete slab to accommodate new drains.	\$ 37,290.00
1.11	Remove existing gutters and drip pans and paint exposed concrete to match adjacent.	\$ 8,000.00
1.12	Install new drip edge flashing at east and west sides of upper parking deck slab.	\$ 13,420.00
1.13	Perform partial depth concrete repairs identified on sheet R-2.	\$ 12,096.00
1.14	Install new polyurethane traffic coating on upper level slab.	\$ 165,308.00
<b>TOTAL LUMP SUM</b>		<b>\$ 484,154.00</b>



2.0 ESTIMATED QUANTITY / UNIT PRICE WORK ITEMS					
The Unit Price BID shall include all work indicated on the Drawings and in the Project Manual, whether specifically listed below or not, that is associated with the repair type.					
Item No.	Description of work	Estimated Quantity	Unit Price	Unit	Bid Amount
2.1	Add supplemental reinforcing steel	200	\$ 20.30	lf	\$ 4,060.00
2.2	Perform additional partial depth concrete repair	150	\$ 144.00	sf	\$ 21,600.00
2.3	Perform full depth concrete repair	150	\$ 256.00	sf	\$ 38,400.00
2.4	Perform vertical concrete repair	10	\$ 303.00	sf	\$ 3,030.00
2.5	Perform concrete repair at column per details 5&6/R-7	15	\$ 303.00	sf	\$ 4,545.00
2.6	Perform concrete curb repair per detail 3/R-7	20	\$ 426.00	lf	\$ 8,520.00
2.7	SEE ALLOWANCE ITEM 4.1				EXCLUDED
2.8	SEE ALLOWANCE ITEM 4.2				EXCLUDED
2.9	Remove shallow delamination in concrete and clean exposed reinforcing. Patch with epoxy sand mixture in accordance with the traffic coating manufacturer's requirements. No concrete repair.	5	\$ 125.00	ea	\$ 625.00
2.10	Perform repair to button head post-tensioned tendon at intermediate location per detail 2/R-4. Create additional openings in the slab as indicated in detail (account for partial depth repair quantities in item 2.2 and full depth repair quantities in item 2.3).	5	\$21,790.00	ea	\$ 108,950.00
2.11	Perform repair to button head post-tensioned tendon at live end anchorage per detail 1/R-5. Create additional openings in the slab as indicated in detail (account for partial depth repair quantities in item 2.2 and full depth repair quantities in item 2.3).	7	\$17,630.00	ea	\$ 123,410.00
2.12	Perform additional topping slab replacement within garage unit structure	50	\$ 174.00	sf	\$ 8,700.00
2.13	Remove existing concrete parking stop and install new rubber parking stop, as detailed herein	46 18	\$ 460.00	ea	\$ 21,140 8,280.00
2.14	Remove and salvage existing concrete parking stop and reinstall following traffic coating installation	28	\$ 218.00	ea	\$ 6,104.00
2.15	Install new gutter	45	\$ 64.00	lf	\$ 2,880.00
2.16	Perform side mounted railing post repair	8	\$ 944.00	ea	\$ 7,552.00
2.17	Perform top mounted railing post repair	32	\$ 1,056.00	ea	\$ 33,792.00
<b>TOTAL ESTIMATED QUANTITY / UNIT PRICE</b>					<b>\$ 380,448.00</b>
<b>TOTAL BASE BID (SUM OF LUMP SUM AND UNIT PRICE TOTALS)</b>					<b>\$ 925,122.00</b>
<b>PAYMENT AND PERFORMANCE BOND (IF REQUIRED BY OWNER)</b>					<b>\$ 13,877.00</b>

3.0 ALTERNATIVE WORK ITEM (LUMP-SUM)		
Item No.	Description of work	Bid Amount
3.1	Subtract Items 2.16 and 2.17 and remove and replace all railings around perimeter of garage (total add).	\$ 190,640.00
	Increase in payment and performance bond.	\$
	Increase in work duration (calendar days)	days 50

4.0 ALLOWANCE (UNIT PRICE)					
Item No.	Description of work	Estimated Quantity	Unit Price	Unit	Bid Amount
4.1	Perform concrete slab edge repair per REVISED detail 4/R-7	15	\$ 454.00	lf	\$ 6,810.00
4.2	Perform combined concrete curb and slab edge repair per REVISED detail 1/R-7	50	\$ 454.00	lf	\$ 22,700.00

- 1.03 The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors and omissions on the part of the undersigned in making up this bid.
- 1.04 The undersigned hereby acknowledges the receipt of addenda numbered:

Number	Date
<u>1</u>	<u>June 8, 2023</u>
_____	_____
_____	_____

- 1.05 The undersigned agrees not to withdraw his bid for a period of sixty (60) calendar days following the date set for receipt of bids.
- 1.06 Project Completion: The undersigned agrees to substantially complete the Base Bid Work within 184 calendar days from the date of the Notice to Proceed given by the Owner to the Contractor. These calendar days include federal holidays. Downtime due to weather will be in addition to these days, and will be defined as days or half-days in which work could not reasonably be efficiently performed, in the opinion of the Contractor and BC&E, due to weather-related conditions.
- 1.07 By signing this Bid Form, the undersigned acknowledges that, in the process of preparing this bid, he has examined: the place of the Work, and all matters referred to in the Instructions to Bidders; he has read and understands the requirements of the Contract Documents.

The undersigned acknowledges his obligation to identify below any errors, omissions, conflicts, code violations or improper use of materials that he has discovered in his examination of the Contract Documents that could interfere with the timely completion, or increase the cost, or reduce the performance, of the Work for which the undersigned will be responsible.

Except as noted below, the undersigned has no objection to, or reservation about, the materials to be furnished or the conditions under which they will be installed, or the sufficiency of the Contract Documents; he is satisfied that he can complete his contractual responsibilities in a good workmanlike manner without extensive modifications or additional expense.

EXCEPTIONS (if any): See attached project Qualifications



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- 1.08 The undersigned understands that the Owner reserves the right to reject any and all bids or to waive any irregularity in any bid received.
- 1.09 The undersigned hereby certifies that his bid is genuine and not sham or collusive, or made in the interest or in behalf of any person herein named; and that the undersigned has not directly or indirectly induced or solicited any other bidder or any other person, firm or corporation to refrain from bidding; and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
- 1.10 In accordance with the requirements of the Instructions to Bidders, the undersigned has included a list of subcontractors which he proposes to use on this project, which list is attached hereto.
- 1.11 Bid Form Signature(s):

Name of Bidder: Western Waterproofing Co., Inc d/b/a Western Specialty Contractors  
(Print or type full legal name of proprietorship, partnership, corporation, etc.)

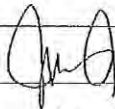
Address of Bidder: 5055 North Washington Street, Denver, Co

Telephone No. 303-364-6200 Fax No. 303-367-8252

Applicable Contractor License No. (if required): 17362 (Denver Contractors License)

Classification: General Class A

Signature of Authorized Officer: \_\_\_\_\_



Print or Type Name of Authorized Officer: John Meyer

Title: Assistant Branch Manager

Nature of firm (corporation, partnership, etc.) Corporation

If Corporation, organized under the Laws of the State of Missouri

SEAL  
(If Corporation)

If the bidder is a joint venture or partnership, each member of the joint venture or partnership must sign on the lines below.

Signature: N/A

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

LIST OF SUBCONTRACTORS

Herewith is the list of Subcontractors referenced in the Bid submitted by:

(Bidder) Western Waterproofing Co., Inc d/b/a Western Specialty Contractors

dated June 13, 2023 and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

<u>SECTION OR NATURE OF WORK</u>	<u>SUBCONTRACTOR NAME</u>
<u>All West Surface Prep</u>	<u>Deck Shotblast (Surface Prep)</u>
<u>R&amp;J Stripping</u>	<u>Layout &amp; Re-Stripe Parking Stalls</u>
<u>All Around Fabrication</u>	<u>Railing Scopes of Repair</u>
_____	_____
_____	_____
_____	_____
_____	_____

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END OF SECTION

## What is a payment and performance bond in construction?

A payment and performance bond are a guarantee from the contractor that they will pay their subcontractors, material suppliers or laborers for work done. These bonds are usually issued on construction projects to protect against uncompensated losses in case of non-performance by the main contract holder.

The performance and payment bond ensures the prime contractor (Restruction Corporation) will pay its subcontractors for the work, materials, labor received and installed.

**The Risk:** If the performance and payment bond option is not selected and the prime contractor fails to pay its subcontractor(s) the subcontractor(s) could potentially file a lien against Heather Gardens for unpaid labor and materials for the project.



# THE HEATHER GARDENS - PS-3 COATING AND REPAIRS AND LIMITED REPAIRS AT PS-1

**PROJECT:** THE HEATHER GARDENS PS-3 COATING AND REPAIRS AND LIMITED REPAIRS AT PS-1

**CLIENT:** THE HEATHER GARDENS ASSOCIATION  
2888 SOUTH HEATHER GARDENS WAY  
AURORA, COLORADO

**ENGINEER:** BUILDING CONSULTANTS & ENGINEERS, INC.  
7991 SHAFFER PARKWAY, SUITE 103  
LITTLETON, CO 80127  
303-350-1000

## BASIS OF DESIGN :

ORIGINAL STRUCTURAL DRAWINGS BY GERALD J. SCHLEGEL DATED APPROXIMATELY 1974

- ALLOWABLE SOIL BEARING PRESSURE: 2500 PSF
- CONCRETE SLAB COMPRESSIVE STRENGTH: 4000 PSI
- MILD STEEL REINFORCING IN SLAB: A615, GRADE 60
- TENDONS: MASTIC COATED ¼" DIAMETER DRAWN-WIRE WITH ULTIMATE STRENGTH OF 240 KSI, EXCEPT 250 KSI IN TRANSVERSE DIRECTION

NEW REPAIRS SHALL BE IN ACCORDANCE WITH THE 2021 IBC AS AMENDED BY THE CITY AND COUNTY OF AURORA

## INDEX TO DRAWINGS

- G-1** SCOPE OF WORK, GENERAL NOTES, AND MATERIAL NOTES
- G-2** MATERIAL NOTES (CONT.)
- G-3** MATERIAL NOTES (CONT.)
- R-1** PS-1 UPPER LEVEL PLAN
- R-2** PS-3 UPPER LEVEL PLAN
- R-3** PS-3 LOWER LEVEL PLAN
- R-4** POST-TENSIONED TENDON REPAIR DETAILS 1
- R-5** POST-TENSIONED TENDON REPAIR DETAILS 2
- R-6** PS-1 DRAIN AND CONCRETE REPAIR DETAILS
- R-7** CONCRETE REPAIR DETAILS
- R-8** TRAFFIC COATING DETAILS 1
- R-9** TRAFFIC COATING DETAILS 2
- R-10** PHOTOS 1
- R-11** PHOTOS 2

## SCOPE OF WORK

PROPOSED INTENT AND PERFORMANCE EXPECTATION OF THE WORK

BUILDING CONSULTANTS & ENGINEERS, INC (BC&E) COMPLETED A LIMITED EVALUATION OF THE CONDITIONS OF THE HEATHER GARDENS PARKING STRUCTURES: PS-1, PS-2, PS-3, AND PS-4 IN THE FALL OF 2021. WE PROVIDED OUR OPINIONS AND RECOMMENDATIONS FOR REPAIRS AND MAINTENANCE OVER A 10-YEAR PERIOD IN OUR REPORT DATED MARCH 18, 2022.

AS YOU ARE AWARE, BC&E DESIGNED STRUCTURAL REPAIRS AT PS-3 TO ADDRESS DAMAGED POST-TENSIONED TENDONS AND PROVIDED LIMITED SERVICES DURING CONSTRUCTION WHILE REPAIRS WERE IMPLEMENTED BY RESTRUCTION CORPORATION IN THE FALL OF 2021. ONLY POST-TENSIONED TENDON REPAIRS WERE PERFORMED AT THAT TIME.

HEATHER GARDENS HAS CHOSEN SEVERAL REPAIRS RECOMMENDED IN OUR MARCH 18, 2022, REPORT TO BE IMPLEMENTED AT PS-3 IN 2023, INCLUDING THE INSTALLATION OF A TRAFFIC COATING ON THE UPPER LEVEL SLAB TO PROVIDE ADDITIONAL PROTECTION FOR THE NEW REPAIRS. IN ADDITION, HEATHER GARDENS WOULD LIKE ISOLATED REPAIRS IMPLEMENTED AT PS-1 TO ADDRESS LEAKAGE ALONG THE NORTH FOUNDATION WALL AT THE SAME TIME.

WE UNDERSTAND THAT HEATHER GARDENS DOES NOT WISH TO REPLACE THE PERIMETER RAILINGS ON THE UPPER LEVEL OF PS-3 AT THIS TIME.

NOTE THAT REPAIRS TO ADDRESS UNUSUAL CRACKING AT PS-3 (IF NEEDED) ARE NOT INCLUDE IN THE SCOPE OF THESE DOCUMENTS.

DURING PROJECT MOBILIZATION, HEATHER GARDENS SHALL PROVIDE ACCESS TO ALL STORAGE UNITS TO BE SURVEYED BY BC&E FOR REPAIRS. CONCRETE SLABS WITHIN STORAGE UNITS SHALL GENERALLY BE FREE OF STORED MATERIALS TO ALLOW FOR UNIMPEDED SURVEY OF THE CONDITIONS. HEATHER GARDENS IS RESPONSIBLE FOR MOVING AND STORING MATERIALS FROM UNITS AS NECESSARY DURING THE COURSE OF THE REPAIR WORK. NOTE THAT REPAIRS WILL BE ADDRESSED AS UNIT PRICE ITEMS SINCE CONDITIONS WITHIN THE STORAGE UNITS ARE NOT KNOWN AT THIS TIME.

### SCOPE OF REPAIR WORK

THE FOLLOWING IS A GENERAL DESCRIPTION OF THE SCOPE OF THE REPAIRS. MEANS AND METHODS OF THE REPAIR ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THEREFORE, ITEMS WHICH ARE NOT CONTAINED HEREIN, WHICH EFFECT THE SAFETY OF THE PUBLIC, WORKERS, AND SUCCESSFUL COMPLETION OF THE PROJECT SHALL BE INCORPORATED INTO THE SEQUENCE AS APPROPRIATE.

### 1.0 LUMP SUM WORK:

- MOBILIZATION AND DEMOBILIZATION.
- GENERAL CONDITIONS.
- CONTRACTOR SHALL PROVIDE AS-BUILT PLAN FOR PS-3 OF REPAIR AREAS AT CONCLUSION OF PROJECT. CONTRACTOR SHALL ALSO PROVIDE STRESSING LOG FOR TENDON REPAIRS WHICH SHALL INCLUDE ORIGINAL NUMBER OF WIRES, NUMBER OF REPLACEMENT WIRES, FINAL PRESTRESSING FORCE, AND ELONGATION FOR EACH TENDON REPAIR.

### REPAIRS AT PS-1:

- INSTALL NEW BELOW-GRADE WATERPROOFING ON A PORTION OF THE NORTH FOUNDATION WALL AS DETAILED HEREIN. INSTALL NEW PERFORATED DRAIN PIPES AT BASE OF EXCAVATION AND CONNECT TO EXISTING STORM DRAIN. SEE SHEET R-1.

### REPAIRS AT PS-3:

- REPLACE DETERIORATED METAL FRAMING AND CLADDING AT EXTERIOR COLUMNS IN-KIND (DELEGATED DESIGN) AT STORAGE UNITS AND SUPPORT NEW FRAMING ON NEW CONCRETE CURBS.
- REMOVE AND REPLACE 6-INCH WIDE STRIP OF TOPPING SLAB AT EAST AND WEST SIDES OF STORAGE UNITS.
- REMOVE EXISTING CONCRETE PARKING STOPS AND INSTALL NEW RUBBER PARKING STOPS AS DETAILED HEREIN.
- CLEAN OUT EXISTING TRENCH DRAIN AT TOP OF RAMP AND REPLACE DAMAGED SECTION.

- REPLACE EXISTING DRAINS WITH NEW DRAINS. PERFORM GROUND PENETRATING RADAR (GPR) TO LOCATE AND MARK REINFORCING STEEL AND POST-TENSIONED TENDONS AROUND DRAINS. ENLARGE OPENINGS IN CONCRETE SLAB TO ACCOMMODATE NEW DRAINS. DO NOT DAMAGE EMBEDDED REINFORCING. NOTIFY BC&E IF REINFORCING INTERFERES WITH PROPOSED OPENING.

- REMOVE EXISTING GUTTERS (ASSUME XX LF) AND DRIP PANS (ASSUME XX LF) AND PAINT EXPOSED CONCRETE TO MATCH ADJACENT. BC&E TO SURVEY AREAS FOR REPAIRS.

- PERFORM PARTIAL DEPTH CONCRETE REPAIRS IDENTIFIED ON SHEET R-2. SAWCUT PERIMETER OF REPAIR PATCH ½ INCH DEEP. USE HANDHELD CHIPPING HAMMER TO REMOVE CONCRETE AT PATCH AREA. LEAVE ROUGHENED SUBSTRATE WITH ¼ INCH MINIMUM AMPLITUDE. CLEAN AND COAT EXPOSED REINFORCING BARS WITH STEEL PRIMER. CAST NEW CONCRETE AT REPAIR PATCH MONOLITHIC WITH ORIGINAL SLAB. AT LOCATIONS WHERE BROKEN OR DETERIORATED PT TENDONS ARE DISCOVERED, NOTIFY ENGINEER.

- INSTALL NEW POLYURETHANE TRAFFIC COATING ON UPPER LEVEL SLAB AS DETAILED HEREIN. INSTALL ADDITIONAL WEAR COAT AT HEAVY DUTY AREAS AS SHOWN ON SHEET R-2. DETAIL CRACKS PER DETAIL 2/R-9. AT POUR JOINTS, INSTALL FABRIC REINFORCED DETAIL COAT SIMILAR TO DETAIL 1/R-8.

### 2.0 UNIT PRICE REPAIRS:

- WHERE REINFORCING BARS HAVE GREATER THAN 10 PERCENT CROSS SECTIONAL LOSS, ADD SUPPLEMENTAL STEEL PER DETAIL 2/R-7. CONTRACTOR TO CONFIRM WELDABILITY OF EXISTING BARS. (PER LF)
- PERFORM ADDITIONAL PARTIAL DEPTH CONCRETE REPAIRS PER DETAIL 3/R-6. (PER SF)
- PERFORM FULL DEPTH CONCRETE REPAIRS PER DETAIL 4/R-6. (PER SF)
- PERFORM VERTICAL CONCRETE REPAIR PER DETAIL 2/R-6. (PER SF)
- PERFORM CONCRETE REPAIR AT COLUMN PER DETAILS 5&6/R-7. (PER SF)
- PERFORM CONCRETE CURB REPAIR PER DETAIL 3/R-7. (PER LF)
- PERFORM CONCRETE SLAB EDGE REPAIR PER DETAIL 4/R-7. (PER LF)
- PERFORM COMBINED CONCRETE CURB AND SLAB EDGE REPAIR PER DETAIL 1/R-7. (PER LF)
- REMOVE SHALLOW DELAMINATION IN CONCRETE AND CLEAN EXPOSED REINFORCING. PATCH WITH EPOXY SAND MIXTURE IN ACCORDANCE WITH THE TRAFFIC COATING MANUFACTURER'S REQUIREMENTS. NO CONCRETE REPAIR. (PER EACH)

- INTERMEDIATE PT REPAIR: PERFORM REPAIRS TO DETERIORATED BUTTON HEAD POST TENSIONED TENDONS IDENTIFIED DURING THE COURSE OF THE WORK PER DETAIL 2/R-4. DE-TENSION DAMAGED TENDON. CREATE ADDITIONAL OPENINGS IN THE SLAB AS INDICATED HEREIN (ACCOUNT FOR FULL DEPTH REPAIR SF IN ITEM 2.3). REMOVE DETERIORATED PORTION OF TENDON, SPLICE IN NEW TENDON AND IN-LINE ANCHORAGES. LEAVE ROUGHENED CONCRETE SUBSTRATE WITH ¼ INCH MINIMUM AMPLITUDE. CLEAN AND COAT EXPOSED REINFORCING BARS WITH STEEL PRIMER. STRESS TENDON, AND CAST NEW CONCRETE MONOLITHIC WITH ORIGINAL SLAB. (PER EACH)

- LIVE END PT REPAIR: PERFORM REPAIRS TO DETERIORATED BUTTON HEAD POST TENSIONED TENDONS IDENTIFIED DURING THE COURSE OF THE WORK PER DETAIL 1/R-5. DE-TENSION DAMAGED TENDON. CREATE ADDITIONAL OPENINGS IN THE SLAB AS INDICATED HEREIN (ACCOUNT FOR FULL DEPTH REPAIR SF IN ITEM 2.3). REMOVE DETERIORATED PORTION OF TENDON, SPLICE IN NEW TENDON AND IN-LINE ANCHORAGES. LEAVE ROUGHENED CONCRETE SUBSTRATE WITH ¼ INCH MINIMUM AMPLITUDE. CLEAN AND COAT EXPOSED REINFORCING BARS WITH STEEL PRIMER. STRESS TENDON, AND CAST NEW CONCRETE MONOLITHIC WITH ORIGINAL SLAB. (PER EACH)

## GENERAL NOTES

- GENERAL REPAIR DAMAGED RAILING. (PER EACH LOCATION)
  - THESE GENERAL NOTES APPLY EXCEPT WHERE OTHERWISE INDICATED BY THESE DRAWINGS.
  - THESE DRAWINGS INDICATE TYPICAL AND SPECIFIC DETAILS OF THE CONSTRUCTION. ALL FEATURES OF THE CONSTRUCTION NOT SPECIFICALLY SHOWN SHALL BE OF THE SAME TYPE AND CHARACTER AS THOSE SHOWN FOR SIMILAR CONDITIONS, SUBJECT TO APPROVAL BY THE ENGINEER.
  - ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE APPLICABLE BUILDING CODES.
  - ALL WORK SHALL BE SCHEDULED AND PERFORMED TO MAINTAIN SAFETY AT ALL TIMES, AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND OTHER ON-SITE CONTRACTORS FOR LIMITED DISRUPTIONS.
  - THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, ELEVATIONS, DIMENSIONS, ETC. PRIOR TO FABRICATIONS AND CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY VARIATIONS FROM THE CONTRACT DOCUMENTS.
  - THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING AND BRACING FOR ALL STRUCTURAL AND ARCHITECTURAL ELEMENTS DURING THE REPAIRS. SHORING AND BRACING MUST ENSURE THE SAFETY OF THE STRUCTURE & THE JOB-SITE PERSONNEL. DESIGN AND PLACEMENT OF THE SHORING IS THE RESPONSIBILITY OF THE CONTRACTOR.
  - THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF LIGHTING, ELECTRICAL, PLUMBING PENETRATIONS ETC.
  - THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS.
  - THE CONTRACTOR SHALL COORDINATE TRAFFIC AND PARKING CLOSURES WITH HEATHER GARDENS PRIOR TO AND DURING THE COURSE OF THE REPAIRS (CONTRACTOR MAY NOT HAVE FULL ACCESS TO UPPER LEVEL DURING REPAIRS).

### 2. DISCOVERY AND FIELD VERIFICATION

- DURING CONSTRUCTION, THE CONTRACTOR MAY ENCOUNTER EXISTING CONDITIONS WHICH ARE NOT NOW KNOWN OR ARE AT VARIANCE WITH PROJECT DOCUMENTATION (DISCOVERY). SUCH CONDITIONS MAY INTERFERE WITH NEW CONSTRUCTION OR REQUIRE PROTECTION AND/OR SUPPORT OF EXISTING WORK DURING CONSTRUCTION, OR MAY CONSIST OF DAMAGE TO STRUCTURAL MATERIALS OR COMPONENTS WHICH COULD JEOPARDIZE THE STRUCTURAL INTEGRITY OF THE NEW WORK.
  - THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL DISCOVERIES HE BELIEVES MAY INTERFERE WITH THE PROPER EXECUTION OF THE WORK OR JEOPARDIZE THE STRUCTURAL INTEGRITY OF THE WORK PRIOR TO PROCEEDING WITH WORK RELATED TO SUCH DISCOVERIES. THE DESIGN DOCUMENTS MAY SPECIFY DIMENSIONS, ELEVATIONS AND CONSTRUCTION CONDITIONS TO BE FIELD VERIFIED. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL SPECIFIED CONDITIONS PRIOR TO PROCEEDING WITH THE CONSTRUCTION OR FABRICATION OF ANY COMPONENTS RELATED TO SUCH CONDITIONS. THIS FIELD VERIFICATION SHALL BE MADE IN A TIMELY MANNER SO AS TO CAUSE NO DELAYS IN EXECUTION OF THE WORK.

### 3. STRUCTURAL STABILITY DURING CONSTRUCTION

- THE STRUCTURAL DRAWINGS ILLUSTRATE THE COMPLETED STRUCTURE WITH ALL ELEMENTS IN THEIR FINAL POSITIONS, PROPERLY SUPPORTED AND BRACED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION MEANS AND METHODS.
- THE CONTRACTOR, IN THE PROPER SEQUENCE, SHALL PROVIDE PROPER SHORING AND BRACING AS MAY BE REQUIRED DURING CONSTRUCTION TO ACHIEVE THE FINAL COMPLETED STRUCTURE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SITE SAFETY ISSUES AS MANDATED BY FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. THE CONTRACTOR SHALL EMPLOY A "COMPETENT PERSON" AS DEFINED IN OSHA REGULATIONS TO IDENTIFY SAFETY ISSUES. THE CONTRACTOR SHALL EMPLOY A "QUALIFIED PERSON" AS DEFINED IN OSHA REGULATIONS TO SPECIFY THE RESOLUTION OF SAFETY ISSUES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND SPECIFYING ANY MODIFICATIONS TO THE STRUCTURE REQUIRED FOR COMPLIANCE WITH OSHA REGULATIONS AND GENERALLY ACCEPTED PRINCIPLES OF CONSTRUCTION. THE CONTRACTOR SHALL PROPOSE ALL SUCH MODIFICATIONS TO THE STRUCTURAL ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION.

## MATERIAL NOTES

- SUBMITTALS**
  - FURNISH ONE SET OF PROPOSED BUTTON-HEAD MATERIAL DATA SHEET TO STRUCTURAL ENGINEER FOR REVIEW. SUBMIT IN A TIMELY MANNER TO PERMIT 10 WORKING DAYS FOR REVIEW BY STRUCTURAL ENGINEER.
  - SUBMIT TARGET FORCE/PRESSURE CHART AND PRESSURE CONVERSIONS FOR JACKS THAT WILL BE USED TO STRESS TENDON REPAIRS TO BC&E FOR REVIEW PRIOR TO REPAIRS.
  - FURNISH ONE SET OF CONCRETE, GROUT AND MORTAR MIX DESIGNS INCLUDING STRENGTH TEST DATA AND MANUFACTURER'S LITERATURE ON ADMIXTURES FOR REVIEW BY STRUCTURAL ENGINEER NO LATER THAN 2 WEEKS PRIOR TO ON-SITE USE OF THESE MATERIALS.
  - PROVIDE SUBMITTALS FOR ALL OTHER PRODUCTS SPECIFIED HEREIN.
- BUTTON-HEAD POST-TENSION SYSTEM**
  - CONTRACTOR SHALL USE CAUTION DURING ALL WORK REQUIRING EXCAVATION, AND /OR ATTACHMENT TO THE EXISTING CONCRETE. SLABS CONTAIN POST-TENSIONED SYSTEM TENDONS AND ANCHORAGES.
  - ALL EXPOSED POST-TENSIONED SYSTEM ELEMENTS SHALL BE CLEANED BY THE CONTRACTOR TO ALLOW OBSERVATIONS BY BC&E PRIOR TO INSTALLATION OF THE PROTECTION AND RECASTING CONCRETE.
  - EXPOSED TENDONS SHALL BE COMPLETELY COATED WITH A COMPOUND TO PREVENT BOND, AND RESIST CORROSION. COATING MATERIAL SHALL BE NONVOLATILE, LOW-FRICTION MINERAL OIL GREASE OR LITHIUM-BASED WITH RUST PREVENTING ADDITIVE, HAVING UNIFORM VISCOSITY BETWEEN TEMPERATURE RANGES OF 20 TO 120 DEGREES F.
  - EXPOSED STEEL PLATES SHALL BE PAINTED WITH 2 COATS OF CORROSION INHIBITING PAINT, PRIOR TO PLACEMENT OF NEW CONCRETE.
  - NEW POUR STRIPS SHALL BE COMPLETED IN ACCORDANCE WITH "CONCRETE REPAIR" SPECIFICATION PROVIDED HERE-IN.
  - NEW POST-TENSIONING SYSTEM TENDONS SHALL BE CONSTRUCTED OF 7MM DIAMETER WIRE WHICH WILL COMPLY WITH THE REQUIREMENTS OF ASTM A421-59T TYPE BA, GRADE 240. ANCHORAGE STEEL SHALL COMPLY WITH THE REQUIREMENTS OF ASTM A36. BUTTON HEADS SHALL BE FORMED TO TRANSFER FORCES AT ANCHORAGE THROUGH A ¾" COLD-FORMED BUTTON FOR EACH WIRE. BUTTONS SHALL NOT BE LESS THAN 0.360" DIAMETER.
  - TENDON CONNECTION TO ANCHORAGES SHALL BE TAPED OR OTHERWISE SEALED TO PREVENT MOISTURE INFILTRATION.
  - PROVIDE ANCHORAGE DEVICES, CHUCKS, WELDS AND SPLICE COUPLERS FROM THE SAME MANUFACTURER. JACKING SHALL BE HYDRAULIC AND SHALL BE EQUIPPED WITH A CALIBRATED PRESSURE GAUGE.
  - POST-TENSIONED TENDON REPAIRS SHALL BE PERFORMED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN ACI 423.4R MANUAL OF STANDARD PRACTICE.
  - IN-LINE STRESSING IS THE PREFERRED METHOD, IF THE EXISTING ANCHORAGE IS SECURE. SPLICE COUPLERS AND Y-SPLICE ANCHORAGE SHALL BE INSTALLED AND STRESSING WITHIN THE SLAB WILL BE REQUIRED. SEE DRAWINGS FOR ADDITIONAL INFORMATION.
  - TAKE SAFETY PRECAUTIONS TO PROTECT EMPLOYEES AND RESIDENTS FROM STANDING BEHIND JACK DURING JACKING OPERATIONS.
  - THE MAXIMUM TENSILE STRESS IN THE POST-TENSIONING TENDONS DUE TO JACKING FORCES SHALL NOT EXCEED 0.65fs, OR 7.66 KIPS PER ORIGINAL WIRE AND 0.8fs or 11.45 KIPS PER NEW WIRE. NUMBER OF WIRES AND FINAL FORCES ARE SHOWN ON THE DRAWINGS.
  - ALLOWABLE SLIP OF THE ANCHORAGE IS ¼-INCH MAXIMUM.
  - ELONGATION SHALL CORRELATE WITHIN ±5% OF THEORETICAL VALUE FOR THE TENSIONED TENDON FORCE. STRESS ALL TENDONS BY MEANS OF HYDRAULIC JACK, EQUIPPED WITH ACCURATE READING, CALIBRATED HYDRAULIC PRESSURE GAUGES TO PERMIT THE STRESS IN THE POST-TENSIONED STEEL TO BE COMPUTED AT ANY TIME. BC&E TO BE PRESENT DURING STRESSING ACTIVITIES. PROVIDE CALIBRATED CURVE CERTIFICATION FOR THE JACK. PROVIDE COPIES OF ALL TENSION READINGS TO BC&E. RECORDS SHALL INCLUDE: NUMBER OF WIRES, ELONGATION, GAUGE PRESSURE, AND JACKING FORCE FOR EACH TENDON.

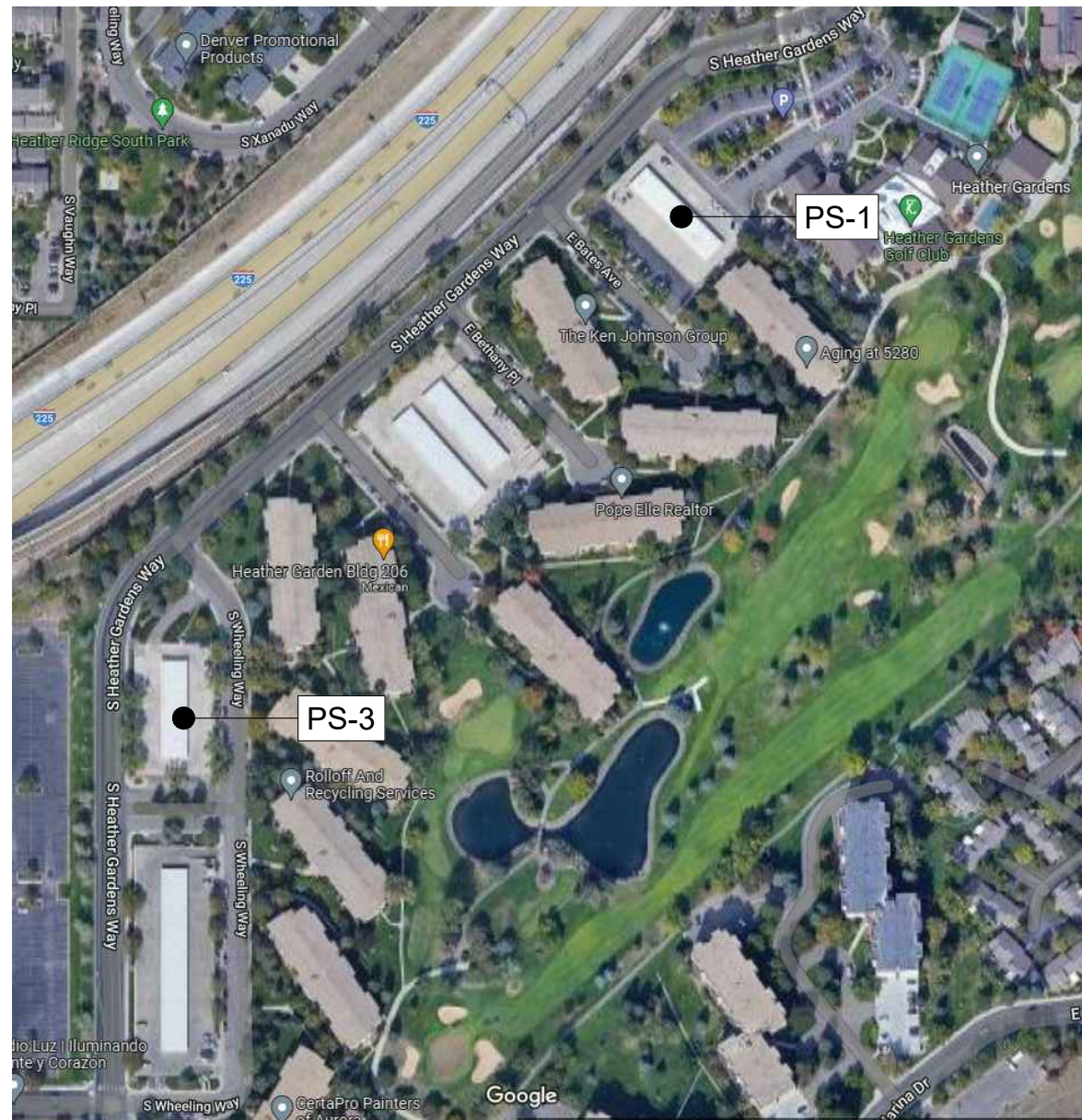


IMAGE COURTESY OF GOOGLE EARTH.

## SITE MAP



Project: PS-3 COATING AND REPAIRS AND LIMITED REPAIRS AT PS-1 THE HEATHER GARDENS

Sheet Title: SCOPE OF WORK, GENERAL NOTES, AND MATERIAL NOTES

BC&E No.	22149
Date	2/23/23
Scale	AS NOTED
Sheet	G-1
NO.	FOR OWNER REVIEW
DATE	2/23/23
DESCRIPTION OF REVISION	



**MATERIAL NOTES (CONT.)**

**3 CONCRETE REPAIR AND PATCHING**

- 3.1. CONCRETE REMOVAL
  - A. LOCATE ALL REINFORCING BARS, PRE-STRESSING STRANDS, CONDUIT, ET. IN PATCH AREA USING NONDESTRUCTIVE MEANS ACCEPTABLE TO BC&E.
  - B. SAWCUT PERIMETER OF PATCH AREA TO A DEPTH OF 1/2". ADJUST DEPTH OF SAW CUTS TO PREVENT DAMAGE TO EMBEDDED REINFORCING. ALL PATCH AREAS SHALL BE RECTANGULAR WITH SIDES MEETING AT RIGHT ANGLES. DO NOT OVERCUT CORNERS. CAUTION SHALL BE USED TO NOT CUT OR DAMAGE EXISTING POST-TENSIONING TENDONS OR REINFORCING BARS THAT ARE LOCATED CLOSE TO THE SURFACE OF STRUCTURAL CONCRETE.
  - C. SAWCUT A MINIMUM OF 2 INCHES BEYOND THE IDENTIFIED AREA OF DETERIORATED CONCRETE.
  - D. USE A 15-LB MAXIMUM HANDHELD CHIPPING HAMMER TO REMOVE CONCRETE IN PATCH AREA TO A MINIMUM DEPTH OF 1/2" INCH LEAVING THE SURFACES ROUGHENED WITH 1/8" MINIMUM AMPLITUDE.
  - E. EXCAVATE A MINIMUM OF 3/4" BEHIND ALL REINFORCING BARS THAT HAVE GREATER THAN 50 PERCENT OF THE BAR DIAMETER EXPOSED.
- 3.2. REINFORCEMENT PREPARATION AND INSTALLATION
  - A. THOROUGHLY CLEAN ANY REINFORCING STEEL OF LOOSE DEBRIS AND CORROSION DOWN TO GRAY METAL BEFORE PLACING REPAIR MATERIAL. IF ANY REINFORCING STEEL IS DAMAGED DURING THIS OPERATION, IMMEDIATELY NOTIFY BC&E. ANY NECESSARY REPAIRS WILL BE DETERMINED BY BC&E AND REPAIR WORK PERFORMED BY THE CONTRACTOR AT THEIR OWN EXPENSE.
  - B. COAT ALL EXPOSED REINFORCING STEEL WITH A STEEL PRIMER.
  - C. INSTALL SUPPLEMENTAL STEEL WHERE REINFORCING BARS EXHIBIT MORE THAN A 10% LOSS OF CROSS-SECTIONAL AREA. PROVIDE ADEQUATE CONTACT LAPS, MECHANICAL SPLICES, OR WELDED SPLICES ON ALL NEW REINFORCING BARS AS DIRECTED BY BC&E.
- 3.3. CONCRETE PLACEMENT, FINISH, AND CURING
  - A. EXISTING CONCRETE SURFACES TO WHICH NEW CONCRETE PATCH MORTAR IS TO BE BONDED SHALL HAVE A CLEANED ROUGHENED SURFACE. FINE AGGREGATE SHOULD BE EXPOSED AND COARSE AGGREGATE FRACTURED (THIS INCLUDES AREAS CUT WITH SAW OR GRINDERS). REMOVE DUST AND WEAK OR LOOSE MATERIAL WITH PRESSURIZED WATER (OR AIR) SPRAY. AS THE FINAL STAGE OF SURFACE PREPARATION, CLEAN THE BONDING SURFACES AND ANY EXPOSED STEEL WITH A WIRE BRUSH.
  - B. SATURATE THE CONCRETE SUBSTRATE WITH CLEAN WATER BY FLOODING THE SURFACE FOR A PERIOD OF NOT LESS THAN ONE HOUR PRIOR TO PLACEMENT OF CONCRETE PATCH MORTAR. AT TIME OF CONCRETE PATCH MORTAR PLACEMENT, THE BONDING SURFACES MUST BE SATURATED SURFACE DRY (SSD), WITH NO STANDING WATER.
  - C. STORE, HANDLE, MIX, AND INSTALL CONCRETE PATCH MORTAR PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
  - D. FINISH FLUSH (UNLESS NOTED OTHERWISE) AND APPLY A MEDIUM BROOM FINISH.
  - E. CURE PER MANUFACTURER'S WRITTEN INSTRUCTIONS. DO NOT USE CURING COMPOUNDS SINCE CONCRETE WILL BE RECEIVING NEW TRAFFIC COATING.
- 3.4. GENERAL
  - A. A RECORD SHALL BE KEPT BY THE CONTRACTOR LISTING THE TIME AND DATE OF PLACEMENT OF ALL CONCRETE. SUCH RECORDS SHALL BE KEPT UNTIL THE COMPLETION OF THE PROJECT AND SHALL BE AVAILABLE TO THE OWNER & BC&E FOR EXAMINATION AT ANY TIME.
  - B. CONTRACTOR SHALL PROVIDE AS-BUILT PLANS SHOWING REPAIR PATCH LOCATIONS AND SIZES TO BC&E AND OWNER AT THE CONCLUSION OF THE PROJECT.
- 3.5. ACCEPTABLE REPAIR PRODUCTS
  - A. FULL DEPTH REPAIRS
    - 3. SIKACRETE 211 PLUS BY SIKA
    - 4. MASTER EMACO S440 CI BY BASF
    - 5. MASTER EMACO T1060 BY BASF
    - 6. OR APPROVED EQUAL
  - B. HORIZONTAL PARTIAL DEPTH REPAIRS
    - 1. MASTER EMACO T1060 BY BASF
    - 2. SIKAQUICK 2500 BY SIKA
    - 3. OR APPROVED EQUAL
  - C. VERTICAL AND OVERHEAD PARTIAL DEPTH TROWEL APPLIED REPAIRS
    - 1. SIKAQUICK VOH BY SIKA
    - 2. MASTER EMACO S 488 CI BY BASF
    - 3. OR APPROVED EQUAL
  - D. VERTICAL AND OVERHEAD PARTIAL DEPTH FORMED REPAIRS
    - 1. SIKACRETE 211 SCC PLUS BY SIKA
    - 2. MASTER EMACO S466 CI BY BASF
    - 3. OR APPROVED EQUAL
  - E. STEEL PRIMERS
    - 1. ARMATEC 110 BY SIKA
    - 2. MASTERPROTECT P8100 AP BY BASF
    - 3. OR APPROVED EQUAL

- F. POST INSTALLED ANCHORS
  - 1. ADHESIVE ANCHORS: HILTI HIT-HY 200R OR SIMPSON STRONG-TIE SET-3G WITH 304 STAINLESS STEEL THREADED ROD ANCHORS
  - 2. LIGHT DUTY CONCRETE SCREW ANCHORS: SIMPSON STRONG-TIE TITEN TURBO
  - 3. HEAVY DUTY CONCRETE SCREW ANCHORS: STAINLESS STEEL SIMPSON STRONG-TIE TITEN HD
- G. REINFORCING MATERIALS
  - 1. WELDED AND FIELD BENT REINFORCEMENT: ASTM A706, FY=60 KSI, FU=80 KSI
- H. ISOLATION MATERIAL
  - 1. FIBRE EXPANSION JOINT FILLER BY W.R. MEADOWS

**4 TRAFFIC COATING**

**GENERAL**

- 4.1. SUBMITTALS
  - A. PRODUCT DATA
    - 1. SUBMIT TRAFFIC COATING MANUFACTURER'S PRODUCT DATA INCLUDING WRITTEN INSTRUCTIONS FOR EVALUATING, PREPARING, AND TREATING SUBSTRATE; TECHNICAL DATA INCLUDING TESTED PHYSICAL AND PERFORMANCE PROPERTIES; AND APPLICATION INSTRUCTIONS. INCLUDE VOC CONTENT OF COMPONENTS.
    - 2. INCLUDE TRAFFIC COATING MANUFACTURER'S COLOR CHART.
    - 3. INCLUDE GLOBALLY HARMONIZED SYSTEM (GHS) OR, IF NOT YET AVAILABLE, MATERIAL SAFETY DATA SHEETS FOR INFORMATION ONLY.
  - B. SAMPLES
    - 1. FOR EACH TYPE OF TRAFFIC COATING REQUIRED, STEPPED SAMPLES ON RIGID BACKING LARGE ENOUGH TO ILLUSTRATE BUILD-UP OF TRAFFIC COATINGS, OF SAME THICKNESS AND MATERIAL INDICATED FOR WORK.
    - 2. PROVIDE COLOR SAMPLES.
  - C. APPLICATOR QUALIFICATIONS
    - 1. CERTIFICATION SIGNED BY TRAFFIC COATING MANUFACTURER, CERTIFYING THAT APPLICATOR COMPLIES WITH MANUFACTURER'S REQUIREMENTS TO INSTALL SPECIFIED, WARRANTED, TRAFFIC COATING.
    - 2. EVIDENCE THAT APPLICATOR'S EXISTING COMPANY HAS MINIMUM FIVE YEARS OF CONTINUOUS EXPERIENCE IN SIMILAR TRAFFIC COATING WORK; LIST OF AT LEAST FIVE REPRESENTATIVES, SUCCESSFULLY-COMPLETED PROJECTS OF SIMILAR SCOPE AND SIZE, INCLUDING:
      - a. PROJECT NAME.
      - b. OWNER'S NAME.
      - c. OWNER'S REPRESENTATIVE NAME, ADDRESS, AND TELEPHONE NUMBER.
      - d. DESCRIPTION OF WORK.
      - e. TRAFFIC COATING MATERIALS USED.
      - f. PROJECT SUPERVISOR.
      - g. TOTAL COST OF TRAFFIC COATING WORK AND TOTAL COST OF PROJECT.
      - h. COMPLETION DATE.

**D. SAMPLE WARRANTIES**

- 1. COPIES OF TRAFFIC COATING MANUFACTURER'S WARRANTY AND APPLICATOR'S WARRANTY, BOTH STATING OBLIGATIONS, REMEDIES, LIMITATIONS, AND EXCLUSIONS, SUBMITTED WITH BID.
- E. FOLLOWING COMPLETION OF THE WORK
  - 1. TRAFFIC COATING MANUFACTURER'S WARRANTY INSPECTION REPORTS.
  - 2. COMPLETED WARRANTY FROM TRAFFIC COATING MANUFACTURER.
  - 3. COMPLETED WARRANTY FROM APPLICATOR.
- F. MAINTENANCE PROGRAM
  - 1. IDENTIFY SUBSTRATES AND TRAFFIC COATING SYSTEMS APPLIED.
  - 2. INCLUDE RECOMMENDATIONS FOR PERIODIC INSPECTIONS, CLEANING, CARE, MAINTENANCE, AND REPAIR OF TRAFFIC COATING.

**G. EXISTING PARKING STALL STRIPING PLAN**

- 1. CONTRACTOR SHALL MEASURE AND DOCUMENT LAYOUT OF EXISTING PARKING STALL STRIPING AND OTHER MARKINGS.
- H. PARKING STALL STRIPING PAINT
  - 1. SUBMIT PAINT COMPATIBLE WITH SELECTED TRAFFIC COATING FOR BC&E REVIEW.
  - 2. SUBMIT MANUFACTURER'S PRODUCT DATA INCLUDING WRITTEN INSTRUCTIONS FOR EVALUATING, PREPARING, AND TREATING SUBSTRATE; TECHNICAL DATA INCLUDING TESTED PHYSICAL AND PERFORMANCE PROPERTIES; AND APPLICATION INSTRUCTIONS.
  - 3. INCLUDE MANUFACTURER'S COLOR CHART.
  - 4. INCLUDE GLOBALLY HARMONIZED SYSTEM (GHS) OR, IF NOT YET AVAILABLE, MATERIAL SAFETY DATA SHEETS FOR INFORMATION ONLY.

**I. WARRANTY**

- 4.2. WARRANTY
  - A. MANUFACTURER'S WARRANTY WRITTEN WARRANTY, SIGNED BY TRAFFIC COATING MANUFACTURER, INCLUDING:
    - 1. TENSILE STRENGTH, ASTM D412, 1,200 PSI
    - 2. ELONGATION, ASTM D412, 400%
    - 3. PERMANENT SET, ASTM D412, < 10%
    - 4. TEAR RESISTANCE, ASTM D1004, 100 PLI
    - 5. SHORE A, ASTM D2240, 70-75
    - 6. ADHESION, ASTM D4541, 300 PSI
    - 7. WATER RESISTANCE, ASTM D471, < 3% @ (7 DAYS)
    - 8. TABER ABRASION, ASTM D4060, 30 MG (1,000 CS-17)

**PRODUCTS**

- 4.3. SOURCE LIMITATIONS: OBTAIN MATERIALS THROUGH ONE SOURCE FROM SINGLE TRAFFIC COATING MANUFACTURER. PROVIDE MATERIALS NOT AVAILABLE FROM TRAFFIC COATING MANUFACTURER FROM SOURCES APPROVED BY TRAFFIC COATING MANUFACTURER. PROVIDE NEW MATERIALS.
- 4.4. VOC CONTENT: PROVIDE MATERIALS THAT COMPLY WITH LOCAL VOC LIMITS.
- 4.5. MATERIALS: TRAFFIC COATING SHALL BE NEOGARD AUTO-GARD FLUID-APPLIED, POLYURETHANE, TRAFFIC-BEARING, MEMBRANE DECK COATING SYSTEM OR BC&E APPROVED EQUAL.
  - A. PRIMER: CONCRETE AND METAL PRIMERS AS REQUIRED BY NEOGARD.
  - B. FLASHING TAPE: 86218 FLASHING TAPE.
  - C. REINFORCING FABRIC: 86220 REINFORCING FABRIC (TIETEX T-272).
  - D. JOINT SEALANT: 70991 URETHANE SEALANT.
  - E. AGGREGATE: 7992 SILICA QUARTZ SAND.
  - F. BASE COAT: 70410 URETHANE COATING.
  - G. WEAR COAT: 7430 SERIES URETHANE COATING.
  - H. TOPCOAT: 7430 SERIES URETHANE COATING.
- I. BACKER ROD: CLOSED-CELL, NON-GASSING, EXPANDED POLYETHYLENE: HBR BY NOMACO; KOOL-ROD BY W.R. MEADOWS; OR APPROVED EQUAL.
- J. PARKING STALL STRIPING AND MARKING PAINT
- K. COLORS TO BE SELECTED BY OWNER'S REPRESENTATIVE.

**4.6. MATERIAL PERFORMANCE CRITERIA**

- A. TYPICAL PHYSICAL PROPERTIES OF CURED 70410 URETHANE USED ON THIS PROJECT ARE:
  - 1. TENSILE STRENGTH, ASTM D412, 1,200 PSI
  - 2. ELONGATION, ASTM D412, 400%
  - 3. PERMANENT SET, ASTM D412, < 10%
  - 4. TEAR RESISTANCE, ASTM D1004, 100 PLI
  - 5. SHORE A, ASTM D2240, 70-75
  - 6. ADHESION, ASTM D4541, 300 PSI
  - 7. WATER RESISTANCE, ASTM D471, < 3% @ (7 DAYS)
  - 8. TABER ABRASION, ASTM D4060, 30 MG (1,000 CS-17)
- B. TYPICAL PHYSICAL PROPERTIES OF CURED 7430 SERIES URETHANE USED ON THIS PROJECT ARE:
  - 1. TENSILE STRENGTH, ASTM D412, 2,500 PSI
  - 2. ELONGATION, ASTM D412, 400%
  - 3. PERMANENT SET, ASTM D412, < 30%
  - 4. TEAR RESISTANCE, ASTM D1004, 200 PLI
  - 5. SHORE A, ASTM D2240, 75-80
  - 6. ADHESION, ASTM D4541, 300 PSI
  - 7. WATER RESISTANCE, ASTM D471, < 3% (7 DAYS)

- 1. REPAIR OR REPLACE TRAFFIC COATING THAT DOES NOT COMPLY WITH REQUIREMENTS; THAT DOES NOT REMAIN WATERTIGHT; THAT FAILS IN ADHESION, COHESION, OR GENERAL DURABILITY; THAT EXPERIENCES ABRASION OR TEARING FAILURE NOT DUE TO MISUSE; THAT EXPERIENCES SURFACE CRAZING, FADING OR CHALKING; OR THAT DETERIORATES IN A MANNER NOT CLEARLY SPECIFIED BY SUBMITTED TRAFFIC COATING MANUFACTURER'S DATA AS AN INHERENT QUALITY OF THE MATERIAL FOR THE APPLICATION INDICATED. WARRANTY DOES NOT INCLUDE DETERIORATION OR FAILURE OF TRAFFIC COATING DUE TO FAILURE OF SUBSTRATE PREPARED ACCORDING TO REQUIREMENTS, FORMATION OF NEW SUBSTRATE CRACKS EXCEEDING 1/16 INCH IN WIDTH, FIRE, VANDALISM, OR SNOWPLOW ABUSE.
- 2. PROVIDE ACCESS TO WARRANTY REPAIR AND REPLACEMENT AREAS.
- 3. WARRANTY PERIOD: TEN YEARS AFTER SUBSTANTIAL COMPLETION DATE.

**EXECUTION**

- 4.7. EXAMINATION
  - A. CONCRETE PATCHES MUST BE FULLY CURED, DRY, AND CLEAN PRIOR TO APPLICATION OF VEHICULAR TRAFFIC MEMBRANE. VERIFY THAT THE CONCRETE WAS CURED FOR A MINIMUM OF 28 DAYS. (MINIMUM OF 4,000 PSI COMPRESSIVE STRENGTH). PERFORM ASTM D4263: STANDARD TEST METHOD FOR INDICATING MOISTURE IN CONCRETE BY THE PLASTIC SHEET METHOD AT MOST RECENTLY COMPLETED REPAIR PATCHES AND REPORT THE PRESENCE OR ABSENCE OF MOISTURE. REPEAT UNTIL ABSENCE OF MOISTURE IS ACHIEVED.
  - B. RIDGES AND SHARP PROJECTIONS SHOULD BE GROUND OFF AND PITS, HOLES AND LOW SPOTS SHOULD BE FILLED WITH 70714/70715 SERIES EPOXY AND SAND MIXTURE AT A RATIO OF 1 PART EPOXY TO 4 PARTS SAND IN ACCORDANCE WITH THE "EPOXY PATCHING" AND "SURFACE CONDITIONERS FOR STRUCTURAL CONCRETE DECKS" SECTIONS OF THE MANUFACTURER'S APPLICATION MANUAL. REPAIRS SHALL BE ALLOWED TO CURE APPROXIMATELY ONE DAY AT 75 TO 80 DEGREES F.
- 4.8. PREPARATION
  - A. CLEANING: SURFACES CONTAMINATED WITH OIL OR GREASE SHALL BE VIGOROUSLY SCRUBBED WITH A STIFF BRISTLE BROOM AND STRONG NON-SUDSING DETERGENT SUCH AS NEOGARD 8500 BIODEGRADABLE CLEANER (089JB). THOROUGHLY WASH, CLEAN, AND DRY. AREAS WHERE OIL OR OTHER CONTAMINANTS PENETRATE DEEP INTO THE CONCRETE MAY REQUIRE REMOVAL BY MECHANICAL METHODS.
  - B. CONCRETE SURFACE PREPARATION: SHOT-BLASTING. MECHANICALLY PREPARE SURFACE BY SHOT-BLASTING TO INDUSTRY STANDARD SURFACE TEXTURE (ICRI'S CSP3-CSP4) WITHOUT CAUSING ADDITIONAL SURFACE DEFECTS IN SUBSTRATE. SHOT-BLASTING DOES NOT REMOVE DEEP PENETRATING OILS, GREASE, TAR OR ASPHALT STAINS. PROPER CLEANING PROCEDURES SHOULD BE FOLLOWED TO ENSURE PROPER BONDING OF THE DECK COATING.
  - C. CRACKS AND COLD JOINTS: VISIBLE HAIRLINE CRACKS (LESS THAN 1/16" IN WIDTH) IN CONCRETE AND COLD JOINTS SHALL BE CLEANED, PRIMED AS REQUIRED AND TREATED WITH THOROUGHLY MIXED 70410 BASE COAT MATERIAL A MINIMUM DISTANCE OF 2" ON EACH SIDE OF CRACK TO YIELD A TOTAL THICKNESS OF 30 DRY MILS. LARGE CRACKS (GREATER THAN 1/16" IN WIDTH) SHALL BE ROUTED AND SEALED WITH 70991 SEALANT. SEALANT SHALL BE APPLIED TO INSIDE AREA OF CRACK ONLY, NOT APPLIED TO DECK SURFACE. DETAIL SEALED CRACKS WITH THOROUGHLY MIXED 70410 BASE COAT MATERIAL A DISTANCE OF 2" ON EACH SIDE OF CRACK TO YIELD A TOTAL THICKNESS OF 30 DRY MILS.
  - D. CONTROL JOINTS: SEAL CONTROL JOINTS EQUAL TO OR LESS THAN 1" IN WIDTH WITH 70991 URETHANE SEALANT. INSTALL BACKER ROD OR BOND BREAKER TAPE. INSTALL SEALANTS IN ACCORDANCE WITH ASTM C 1193 AND MANUFACTURER'S INSTRUCTIONS. DETAIL SEALED JOINTS WITH THOROUGHLY MIXED 70410 BASE COAT MATERIAL A DISTANCE OF 2" ON EACH SIDE OF JOINT TO YIELD A TOTAL THICKNESS OF 30 DRY MILS.
  - E. FLASHING TAPE: INSTALL 86218 FLASHING TAPE AND 86220 REINFORCING FABRIC WHERE INDICATED ON THE DRAWINGS AND/OR WHERE REQUIRED BY THE MANUFACTURER PRIOR TO THE APPLICATION OF BASE COAT.
  - F. SURFACE CONDITION: SURFACE SHALL BE CLEAN AND DRY PRIOR TO COATING.
  - G. METAL SUBSTRATES: SURFACE MUST BE WIRE BRUSHED, GROUND WITH WIRE WHEELS OR SANDBLASTED TO A NEAR-WHITE METAL BLAST FINISH. THIS IS THE REMOVAL OF ALL VISIBLE RUST, MILL SCALE, PAINT, AND OTHER FOREIGN MATTER FROM THE SURFACE. PRIME METAL WITH UREPRIME HS4 IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.

**4.9. APPLICATION**

- A. FACTORS THAT AFFECT DRY FILM THICKNESS: VOLUME OF SOLIDS, THINNING, SURFACE PROFILE, APPLICATION TECHNIQUE AND EQUIPMENT, OVERSPRAY, SQUEEGEE, BRUSH AND ROLLER WET OUT, CONTAINER RESIDUE, SPILLS AND OTHER WASTE ARE AMONG THE MANY FACTORS THAT AFFECT THE AMOUNT OF WET COATING REQUIRED TO YIELD PROPER DRY FILM THICKNESS. TO ENSURE THAT SPECIFIED DRY FILM THICKNESS IS ACHIEVED, USE A WET MIL GAUGE TO VERIFY ACTUAL THICKNESS OF WET COATING APPLIED, ADJUSTING AS NEEDED FOR THOSE FACTORS WHICH DIRECTLY AFFECT THE DRY FILM BUILD.
- B. SEED AND LOCK METHOD:
  - 1. PRIMER: WHERE REQUIRED, THOROUGHLY MIX PRIMER AND APPLY AT A RATE OF 300 SF/GAL (0.33 GAL/100 SF) TO ALL CONCRETE SURFACES. WITHIN 24 HOURS OF APPLICATION OF PRIMER, BASE COAT MUST BE APPLIED. IF BASE COAT CANNOT BE APPLIED WITHIN 24 HOURS, INSPECT SURFACE FOR CONTAMINANTS, CLEAN SURFACE AS NECESSARY, AND RE-PRIME.
  - 2. BASE COAT: THOROUGHLY MIX 70410 BASE COAT MATERIAL AND APPLY AT A RATE OF 60 SF/GAL (1.66 GAL/100 SF) OR 26 WET MILS), TO YIELD 20 DRY MILS. EXTEND BASE COAT OVER CRACKS AND CONTROL JOINTS WHICH HAVE RECEIVED DETAIL TREATMENT.

- 8. TABER ABRASION, ASTM D4060, 25 MG (1,000 CS-17)
- C. AUTO-GARD EXCEEDS REQUIREMENTS FOR ASTM C957, "STANDARD SPECIFICATIONS FOR HIGH SOLIDS CONTENT, COLD-APPLIED ELASTOMERIC WATERPROOFING MEMBRANE WITH INTEGRAL WEARING SURFACE."
- 3. WEAR COAT: THOROUGHLY MIX 7430 SERIES WEAR COAT MATERIAL AND APPLY AT A RATE OF 150 SF/GAL (0.66 GAL/100 SF OR 10 WET MILS) TO YIELD 8 DRY MILS, AND IMMEDIATELY BROADCAST AGGREGATE, EVENLY DISTRIBUTED, INTO WET COATING AT THE RATE OF 15 LBS/100 SF. WHEN DRY, REMOVE EXCESS AGGREGATE.
- 4. HEAVY DUTY AREAS ONLY: FOR HEAVY TRAFFIC AREAS SUCH AS TICKET BOOTHS, SPIRAL RAMPS, TURN AREAS, OR IN OTHER AREAS SUBJECTED TO HIGH TRAFFIC ABRASION, HEAVY DUTY APPLICATION IS REQUIRED. IN SUCH AREAS, THOROUGHLY MIX 7430 WEAR COAT MATERIAL AND APPLY A SECOND WEAR COAT AT A RATE OF 100 SF/GAL (1.0 GAL/100 SF OR 16 WET MILS) TO YIELD 12 DRY MILS, AND IMMEDIATELY BROADCAST ADDITIONAL AGGREGATE, EVENLY DISTRIBUTED, INTO WET COATING AT A RATE OF 10 LBS/100 SF. WHEN DRY, REMOVE EXCESS AGGREGATE.
- 5. TOPCOAT: THOROUGHLY MIX 7430 TOPCOAT MATERIAL AND APPLY AT A RATE OF 100 SF/GAL (1.0 GAL/100 SF OR 16 WET MILS) TO YIELD 12 DRY MILS.
- 6. STANDARD SYSTEM COATING THICKNESS IS 40 DRY MILS EXCLUSIVE OF PRIMER AND AGGREGATE. HEAVY DUTY APPLICATION AREAS WILL YIELD 52 DRY MILS EXCLUSIVE OF PRIMER AND AGGREGATE.
- C. SEED AND BACKROLL METHOD:
  - 1. PRIMER: WHERE REQUIRED, THOROUGHLY MIX PRIMER AND APPLY AT A RATE OF 300 SF/GAL (0.33 GAL/100 SF) TO ALL CONCRETE SURFACES. WITHIN 24 HOURS OF APPLICATION OF PRIMER, BASE COAT MUST BE APPLIED. IF BASE COAT CANNOT BE APPLIED WITHIN 24 HOURS, INSPECT SURFACE FOR CONTAMINANTS, CLEAN SURFACE AS NECESSARY, AND RE-PRIME.
  - 2. BASE COAT: THOROUGHLY MIX 70410 BASE COAT MATERIAL AND APPLY AT A RATE OF 60 SF/GAL (1.66 GAL/100 SF OR 26 WET MILS), TO YIELD 20 DRY MILS. EXTEND BASE COAT OVER CRACKS AND CONTROL JOINTS WHICH HAVE RECEIVED DETAIL TREATMENT.
  - 3. WEAR COAT (HEAVY DUTY AREAS ONLY): FOR HEAVY TRAFFIC AREAS SUCH AS TICKET BOOTHS, SPIRAL RAMPS, TURN AREAS, OR IN OTHER AREAS SUBJECTED TO HIGH TRAFFIC ABRASION, HEAVY DUTY APPLICATION IS REQUIRED. IN SUCH AREAS, THOROUGHLY MIX 7430 SERIES WEAR COAT MATERIAL AND APPLY AT A RATE OF 100 SF/GAL (1.0 GAL/100SF OR 16 WET MILS) TO YIELD 12 DRY MILS, AND IMMEDIATELY BROADCAST AGGREGATE, EVENLY DISTRIBUTED, INTO WET COATING AT THE RATE OF 10 LBS/100 SF. WHEN DRY, REMOVE EXCESS AGGREGATE.
  - 4. TOPCOAT: THOROUGHLY MIX 7430 TOPCOAT MATERIAL AND APPLY AT A RATE OF 60 SF/GAL (1.66 GAL/100 SF OR 26 WET MILS) TO YIELD 20 DRY MILS. IMMEDIATELY BROADCAST AGGREGATE, EVENLY DISTRIBUTED, INTO WET COATING AT A RATE OF APPROXIMATELY 15 LBS/100 SF AND BACKROLL TO ENCAPSULATE AGGREGATE.
  - 5. STANDARD SYSTEM COATING THICKNESS IS 40 DRY MILS EXCLUSIVE OF PRIMER AND AGGREGATE. HEAVY DUTY APPLICATION AREAS WILL YIELD 52 DRY MILS EXCLUSIVE OF PRIMER AND AGGREGATE.

**4.10. CLEANING**

- A. REMOVE DEBRIS RESULTING FROM COMPLETION OF COATING OPERATION FROM THE PROJECT SITE.
- B. REFER TO THE NEOGARD VEHICULAR DECK COATING SYSTEMS MAINTENANCE MANUAL FOR TYPICAL CLEANING METHODS.

**4.11. PROTECTION**

- A. AFTER COMPLETION OF APPLICATION, DO NOT ALLOW TRAFFIC ON COATED SURFACES FOR A PERIOD OF AT LEAST 72 HOURS AT 75°F/23°C AND 50% RELATIVE HUMIDITY, OR UNTIL COMPLETELY CURED.
- 4.12. TAKE PRECAUTIONS TO ENSURE SAFETY OF PEOPLE, INCLUDING BUILDING USERS, PASSERS-BY, AND WORKMEN, AND ANIMALS; AND PROTECTION OF PROPERTY, INCLUDING ADJACENT BUILDING ELEMENTS, LANDSCAPING, AND MOTOR VEHICLES.

**4.13. PAINT STRIPING**

- A. ONCE THE VEHICULAR TRAFFIC COATING HAS FULLY CURED, INSTALL PARKING STALL STRIPING MATCHING THE EXISTING LAYOUT. PAINT SHALL BE OF COLOR APPROVED BY OWNER IN WRITING. SHALL BE REFLECTIVE, AND COMPATIBLE WITH VEHICULAR TRAFFIC COATING.

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Project: **PS-3 COATING AND REPAIRS AND LIMITED REPAIRS AT PS-1 THE HEATHER GARDENS**

Sheet Title: **MATERIAL NOTES (CONT.)**

Sheet No: **2/23/23**

FOR OWNER REVIEW AND REVISION  
 NO. DATE

BC&E No. 22149

Date: 2/23/23

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# MATERIAL NOTES

## PMMA WATERPROOFING

### 1. GENERAL

- A. WORK INCLUDES APPLICATION OF NEW FABRIC-REINFORCED POLYMETHYL METHACRYLATE (PMMA) WATERPROOFING MEMBRANE AT EDGE OF PS-1 AS SHOWN ON THE DRAWINGS.
- B. SUBMITTALS:
- SUBMIT PRODUCT DATA FOR EACH TYPE OF PRODUCT, INCLUDING WRITTEN INSTRUCTIONS FOR PREPARING AND TREATING SUBSTRATE, AND INSTALLING MEMBRANE.
  - PRIOR TO THE INSTALLATION OF THIS ASSEMBLY, THE FOLLOWING ITEMS ARE REQUIRED TO BE SENT TO AMERICAN HYDROTECH'S TECHNICAL SERVICES DEPARTMENT FOR REVIEW AND APPROVAL; SUBMIT HYDROTECH'S PROJECT REGISTRATION FORM TO AMERICAN HYDROTECH. THE PROJECT REGISTRATION FORM MUST BE FILLED OUT COMPLETELY AND ACCURATELY, INCLUDING ANY DEVIATIONS REQUESTED FROM THIS SPECIFICATION FOR APPROVAL.
  - SUBMIT PLANS AND DETAILS TO AMERICAN HYDROTECH SHOWING THE SUBSTRATE OUTLINE AND TYPICAL AND ATYPICAL OR "SPECIAL" CONDITION DETAILS.
  - AFTER COMPLETION OF WORK, SUBMIT THE FOLLOWING:
    - MANUFACTURER'S 10-YEAR "WATERTIGHTNESS WARRANTY": WARRANTY SHALL INCLUDE REMOVING AND REINSTALLING MEMBRANE. WARRANTY EXCLUDES REMOVAL AND REINSTALLATION OF TOPPING AND OVERBURDEN OR BACKFILL.
    - CONTRACTOR'S WORKMANSHIP WARRANTY: SUBMIT TWO COPIES OF WRITTEN WARRANTY AGREEING TO REPAIR OR REPLACE MEMBRANE WATERPROOFING WHICH FAILS TO PERFORM AS WATERTIGHT; OR FAILS IN ADHESION, COHESION, OR GENERAL DURABILITY; OR APPEARS TO DETERIORATE IN ANY OTHER MANNER NOT CLEARLY SPECIFIED BY SUBMITTED MANUFACTURER'S DATA AS AN INHERENT QUALITY OF THE MATERIAL FOR THE APPLICATION INDICATED. PROVIDE WARRANTY SIGNED BY THE INSTALLER AND GENERAL CONTRACTOR.
- C. PRE-INSTALLATION CONFERENCE: CONDUCT CONFERENCE AT PROJECT SITE. REVIEW WATERPROOFING REQUIREMENTS, INCLUDING SURFACE PREPARATION; MEMBRANE APPLICATIONS; SPECIAL DETAILS AND FLASHINGS; SCHEDULE; ANTICIPATED WEATHER CONDITIONS AND REQUIREMENTS FOR EXTERIOR PROTECTION; OBSERVATION REQUIREMENTS, AND MEMBRANE INTEGRITY TESTING.
- D. INSTALLER QUALIFICATIONS: AN AUTHORIZED REPRESENTATIVE WHO IS TRAINED AND APPROVED BY MANUFACTURER, WITH FIVE (5) YEARS CONTINUOUS EXPERIENCE IN INSTALLING THE SPECIFIED MATERIALS IN SIMILAR APPLICATIONS.
- E. FIELD CONDITIONS:
- WEATHER LIMITATIONS: APPLY WATERPROOFING WITHIN THE RANGE OF AMBIENT AND SUBSTRATE TEMPERATURES RECOMMENDED BY WATERPROOFING MANUFACTURER. ALL SURFACES TO RECEIVE THE MEMBRANE SHALL BE FREE OF WATER, DEW, FROST, SNOW OR ICE. APPLICATION OF MEMBRANE SHALL NOT COMMENCE NOR PROCEED WHEN THE AMBIENT TEMPERATURE IS BELOW 0° F. DO NOT APPLY WATERPROOFING IN SNOW, RAIN, FOG, OR MIST.
  - MAINTAIN ADEQUATE VENTILATION DURING APPLICATION AND CURING OF WATERPROOFING MATERIALS.

### 2. PRODUCTS:

- A. PMMA WATERPROOFING: HYDROSEAL MATRIX LIQUID-APPLIED, REINFORCED WATERPROOFING AS FURNISHED BY AMERICAN HYDROTECH.
- HYDROSEAL MATRIX MAY BE USED WITH HYDROSEAL CATALYST TO FORM A MONOLITHIC, SELF-ADHERING AND SELF-TERMINATING REINFORCED MEMBRANE FOR FLASHING AND REPAIRS WHERE HYDROSEAL RESIN, REINFORCED WITH HYDROSEAL FLEECE, WOULD BE DIFFICULT TO INSTALL (I.E., OVER BOLT HEADS, ETC.)
  - HYDROSEAL PRIMER IS USED AS A PRIMER FOR HYDROSEAL MATRIX APPLIED OVER CONCRETE, MASONRY, WOOD, ASPHALT, AND OTHER SUBSTRATES AS RECOMMENDED BY THE MANUFACTURER.
  - HYDROSEAL ACTIVATOR IS USED TO CLEAN AND REACTIVATE THE TRANSITION/LAP AREA OF EXISTING CURED IN-PLACE HYDROSEAL MATRIX MEMBRANES AT TIE-INS, REPAIRS AND BETWEEN STAGED COATS OF RESIN. HYDROSEAL ACTIVATOR MAY ALSO BE USED AS SOLVENT FOR CLEANING METAL AND PLASTIC SURFACES PRIOR TO RESIN APPLICATION, OR FOR CLEANING SPILLS, TOOLS AND EQUIPMENT.
- B. HYDROSEAL MORTAR: FLEXIBLE, METHYL-METHACRYLATE BASED MORTAR.
- C. HYDROSEAL FINISH-COLOR: UV STABILIZED, PIGMENTED, HIGH PERFORMANCE, TWO-COMPONENT, RAPID CURING, POLY METHYL-METHACRYLATE BASED ACRYLIC RESIN.
- D. SILICA QUARTZ SAND AGGREGATE
- E. DRAIN MAT: HYDRODRAIN 420 COMPOSITE DRAINAGE SYSTEM AS FURNISHED BY AMERICAN HYDROTECH.
- F. FILTER FABRIC: SYSTEM FILTER AS FURNISHED BY AMERICAN HYDROTECH.
- G. METAL TERMINATION BARS: STAINLESS-STEEL TERMINATION BAR; APPROXIMATELY 1 BY 1/4 INCH THICK WITH PREDRILLED 5/16 INCH DIAMETER HOLES AT 12 INCHES ON CENTER.
- H. METAL FLASHING: 28 GAUGE REFINISHED ALUMINUM. COLOR TO BE SELECTED BY OWNER.

### 3. EXECUTION:

- A. INSTALLATION OF PMMA WATERPROOFING:
- HYDROSEAL LIQUID APPLIED FLASHINGS ARE TO BE INSTALLED WHEN AMBIENT AND SUBSTRATE TEMPERATURES ARE BETWEEN 37°F AND 95°F. POT LIFE AND

WORKING TIMES NOTED BELOW ARE APPROXIMATE, PROVIDED AS A GUIDELINE, AND MAY VARY. ACTUAL SET AND CURE TIMES SHOULD BE ESTABLISHED IN THE FIELD BASED ON ACTUAL FIELD CONDITIONS.

- HYDROSEAL RESIN IS A HIGH PERFORMANCE TWO-COMPONENT, FAST-CURING, POLY METHYL-METHACRYLATE (PMMA) RESIN. ON NORMAL SURFACES, EACH 5 KG UNIT WILL COVER APPROXIMATELY 16 SQ FT AND EACH 10 KG UNIT WILL COVER APPROXIMATELY 32.5 SQ FT. YIELDS WILL VARY DEPENDING UPON SYSTEM SELECTED AND THE SMOOTHNESS AND ABSORBENCY OF SUBSTRATE.
  - HYDROSEAL CATALYST IS A REACTIVE AGENT IN POWDER FORM. CATALYST QUANTITIES ARE BASED ON VARIOUS FACTORS, AND ARE TO BE EVALUATED BY INSTALLER ON A CASE-BY-CASE BASIS.
  - PRIMER IS REQUIRED ON ALL RUBBERIZED ASPHALT, CONCRETE, WOOD AND METAL SURFACES. THOROUGHLY MIX THE ENTIRE CONTAINER OF HYDROSEAL PRIMER RESIN FOR 2-3 MINUTES BEFORE EACH USE, BEFORE ADDING CATALYST, AND PRIOR TO POURING OFF PRIMER RESIN INTO A SECOND CONTAINER (I.E., PLASTIC PAINT BUCKET/PAIL) FOR BATCH MIXING. CATALYZE ONLY THE AMOUNT OF MATERIAL THAT CAN BE USED WITHIN 10-15 MINUTES. ADD PRE-MEASURED CATALYST TO THE PRIMER RESIN COMPONENT, STIR FOR 2-MINUTES USING A SLOW-SPEED MECHANICAL AGITATOR OR STIRRING STICK AND APPLY TO SUBSTRATE. THE AMOUNT OF CATALYST ADDED IS BASED ON THE WEIGHT OF THE RESIN USED AND THE ANTICIPATED AMBIENT CONDITIONS. POT LIFE: APPROX.10 - 15 MINUTES; RAINPROOF: APPROX. 30 MINUTES; NEXT COAT: APPROX. 45 MINUTES; FULLY CURED: APPROX. 3 HOURS.
  - AFTER MIXING, APPLY THE CATALYZED RESIN TO THE CLEAN AND PREPARED SUBSTRATE AT THE REQUIRED CONSUMPTION USING APPROVED ROLLERS OR BRUSHES. THE RESIN SHOULD BE SPREAD EVENLY ONTO THE SURFACE. THE CLEAN AND FULLY CURED PRIMER CAN BE COATED AFTER A MINIMUM OF APPROXIMATELY 30-45 MINUTES.
  - IF THE SURFACE OF THE PRIMER BECOMES DIRTY OR CONTAMINATED OR LEFT EXPOSED TO THE ELEMENTS FOR MORE THAN 12-HOURS, THOROUGHLY CLEAN THE IN-PLACE AND CURED PRIMER WITH HYDROSEAL ACTIVATOR. THE ACTIVATOR SHOULD BE ALLOWED A MINIMUM OF 20-MINUTES EVAPORATION TIME AFTER APPLICATION, AND OVER-COATED WITHIN 60-MINUTES OF APPLICATION.
  - APPLICATION HYDROSEAL RESIN FLASHING: THOROUGHLY MIX THE ENTIRE PAIL OF RESIN FOR 2-3 MINUTES BEFORE EACH USE, BEFORE ADDING CATALYST, AND PRIOR TO POURING OFF RESIN INTO A SECOND CONTAINER (I.E., PLASTIC PAINT BUCKET/PAIL) FOR BATCH MIXING. CATALYZE ONLY THE AMOUNT OF MATERIAL THAT CAN BE USED WITHIN 15-20 MINUTES. ADD PRE-MEASURED CATALYST TO THE RESIN COMPONENT, STIR FOR 2-MINUTES USING A SLOW-SPEED MECHANICAL AGITATOR OR STIRRING STICK. THE AMOUNT OF CATALYST ADDED IS BASED ON THE WEIGHT OF THE RESIN USED AND THE ANTICIPATED AMBIENT CONDITIONS. POT LIFE: APPROX. 20 - 30 MINUTES; RAINPROOF: APPROX. 30 MINUTES; NEXT COAT: APPROX. 1 HOUR; FULLY CURED: APPROX. 3 HOURS. AFTER MIXING, APPLY RESIN TO THE PROPERLY PRIMED SUBSTRATE AND LAP OVER PREVIOUSLY INSTALLED MM6125 MEMBRANE AND/OR FLASHING APPLICATION AT A RATE OF 0.14 - 0.31 KG/SQ FT) USING APPROVED ROLLERS OR BRUSHES. THE RESIN SHOULD BE SPREAD EVENLY ONTO THE SURFACE.
  - ROLL HYDROSEAL FLEECE REINFORCEMENT DIRECTLY INTO THE RESIN, AVOIDING ANY FOLDS AND WRINKLES. USE A ROLLER TO LIGHTLY WORK THE RESIN INTO THE FLEECE, SATURATING FROM THE BOTTOM UP, AND APPLY A SUPPLEMENTAL COAT OF RESIN AS NEEDED DIRECTLY OVER THE FLEECE. NOTE THE FLEECE SHOULD DARKEN IN APPEARANCE, WITH NO WHITE SPOTS SHOWING. WHITE SPOTS ARE INDICATIONS OF UNSATURATED FLEECE OR LACK OF ADHESION. IT IS IMPORTANT TO CORRECT THESE FAULTS BEFORE THE RESIN CURES.
  - APPLY AN EVEN COAT OF RESIN OVER TOP OF THE IN-PLACE FLEECE AT A RATE OF 0.09 KG/SQ FT USING APPROVED ROLLERS. USE CAUTION NOT TO SPREAD RESIN TOO THIN.
  - IF WORK IS INTERRUPTED FOR MORE THAN 12-HOURS, USE HYDROSEAL ACTIVATOR/CLEANER TO REACTIVATE THE TRANSITION AREA. HYDROSEAL ACTIVATOR SHOULD BE ALLOWED A MINIMUM OF 20-MINUTES EVAPORATION TIME AFTER APPLICATION, AND OVER-COATED WITHIN 60-MINUTES OF APPLICATION. RE-APPLY HYDROSEAL ACTIVATOR AS REQUIRED TO ASSURE PROPER REACTIVATION OF TRANSITION AREAS.
- C. MEMBRANE INTEGRITY TESTING: TEST THE WATERTIGHTNESS OF THE MEMBRANE BY PERFORMING ELECTRONIC LEAK DETECTION (ELD). IF LEAKS OCCUR, THE MEMBRANE MUST BE REPAIRED AND RETESTED.
- D. PLACE THE DRAINAGE MAT WITH THE FILTER FABRIC UP AND THE POLYETHYLENE DOWN. LAP EDGES AND ENDS OF GEOTEXTILE TO MAINTAIN CONTINUITY. PROTECT INSTALLED MOLDED-SHEET DRAINAGE PANELS DURING SUBSEQUENT CONSTRUCTION. COORDINATE INSTALLATION WITH PAVEMENT ASSEMBLY, OVERBURDEN, OR BACKFILL.
- E. PROTECT WATERPROOFING FROM DAMAGE AND WEAR DURING REMAINDER OF CONSTRUCTION PERIOD.
- F. CLEAN SPILLAGE AND SOILING FROM ADJACENT CONSTRUCTION USING CLEANING AGENTS AND PROCEDURES RECOMMENDED BY MANUFACTURER OF AFFECTED CONSTRUCTION.

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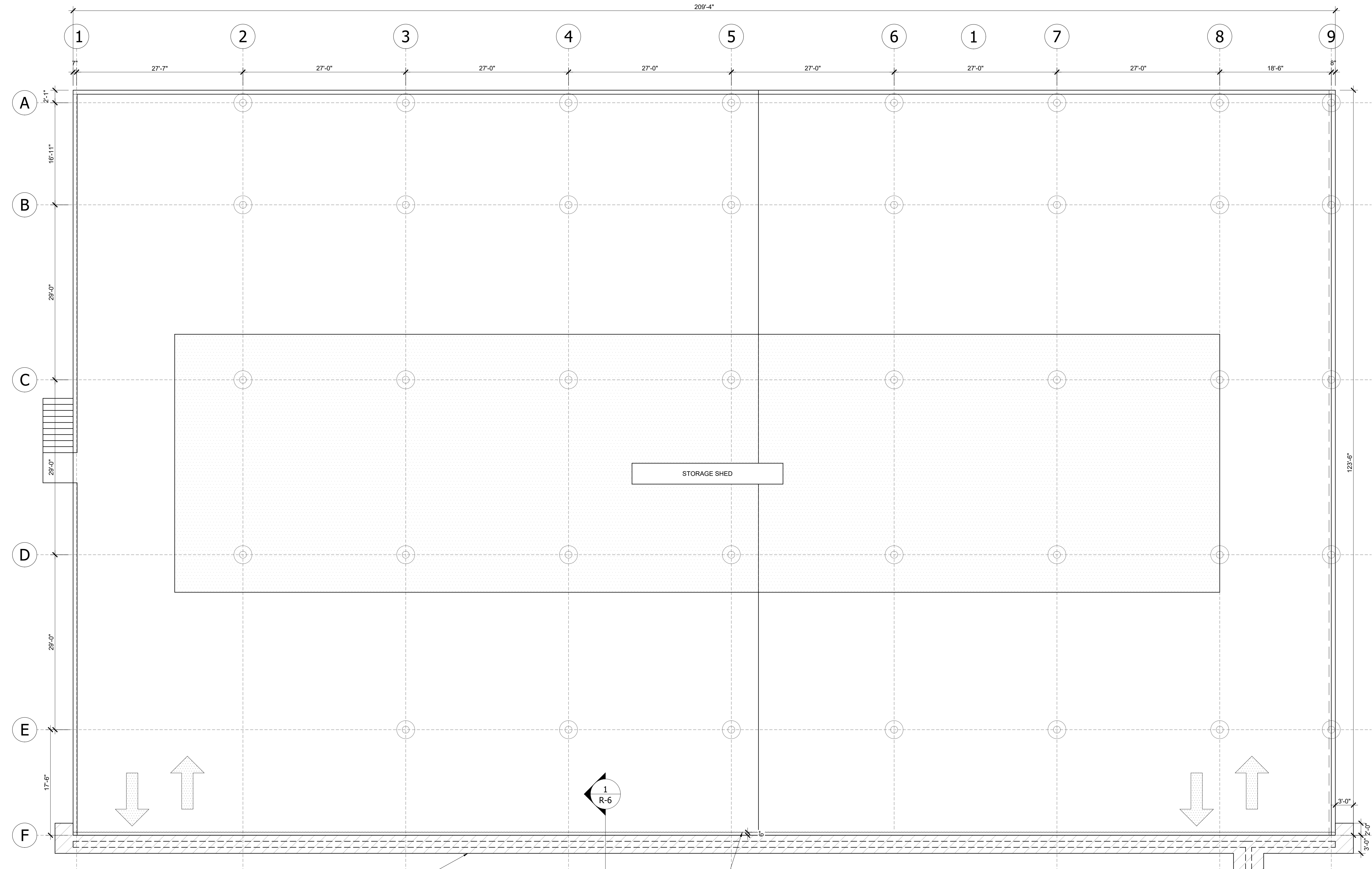
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SAWCUT ASPHALT AND REMOVE 3'-0" STRIP ADJACENT TO FOUNDATION WALL OF GARAGE. EXCAVATE FILL TO ALLOW FOR WATERPROOFING INSTALLATION. TURN WATERPROOFING AROUND CORNER 12" MINIMUM. INSTALL NEW PERFORATED DRAIN PIPES, FOLLOWING REPAIRS, BACKFILL WITH ROAD BASE AND COMPACT. INSTALL ASPHALT WHERE REMOVED SLOPING AWAY FROM STRUCTURE. SEE DETAIL 1/R-6.

EDGE OF CONCRETE SLAB IS DETERIORATED. REMOVE DETERIORATED CONCRETE AND FORM NEW EDGE OF SLAB TO RECEIVE NEW PMMA WATERPROOFING. PROVIDE 1/2" CHAMFER AT EDGE. RE: 2/R-11.

SAWCUT ASPHALT AND PERFORM EXCAVATION AS NEEDED TO CONNECT NEW PERFORATED PIPES TO EXISTING STORM DRAIN. INSTALL ASPHALT WHERE REMOVED. NOTE: CONTRACTOR TO CONFIRM THAT NEW PIPING CAN BE CONNECTED TO EXISTING STORM DRAIN PRIOR TO EXCAVATION AT THE SOUTH EDGE OF THE STRUCTURE. NOTIFY BC&E IF CONFLICT EXISTS.

**NOTES:**  
 1. CONTRACTOR SHALL PERFORM THE WORK IN A MANNER TO ENSURE CONTINUED ACCESS TO THE TOP SURFACE OF THE PARKING STRUCTURE THROUGHOUT.  
 2. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES WHICH MAY BE EFFECTED BY THE EXCAVATION PRIOR TO THE WORK. ANY DAMAGE TO THE EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

**PS-1 UPPER LEVEL PLAN**

SCALE: 1/8" = 1'-0"

1 SHEET R-1

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**LEGEND**

	PARTIAL DEPTH CONCRETE REPAIR. RE: 3/R-6		CURB REPAIR. RE: 3/R-7
	POTENTIAL PT REPAIR. SEE SHEETS R-4 AND R-5		6" DIAMETER DRAIN
	COMBINED CURB AND SLAB EDGE REPAIR. RE: 1/R-7		LIGHT POST
	SLAB EDGE REPAIR. RE: 4/R-7		

**PARTIAL DEPTH CONCRETE REPAIR QUANTITY TABLE**

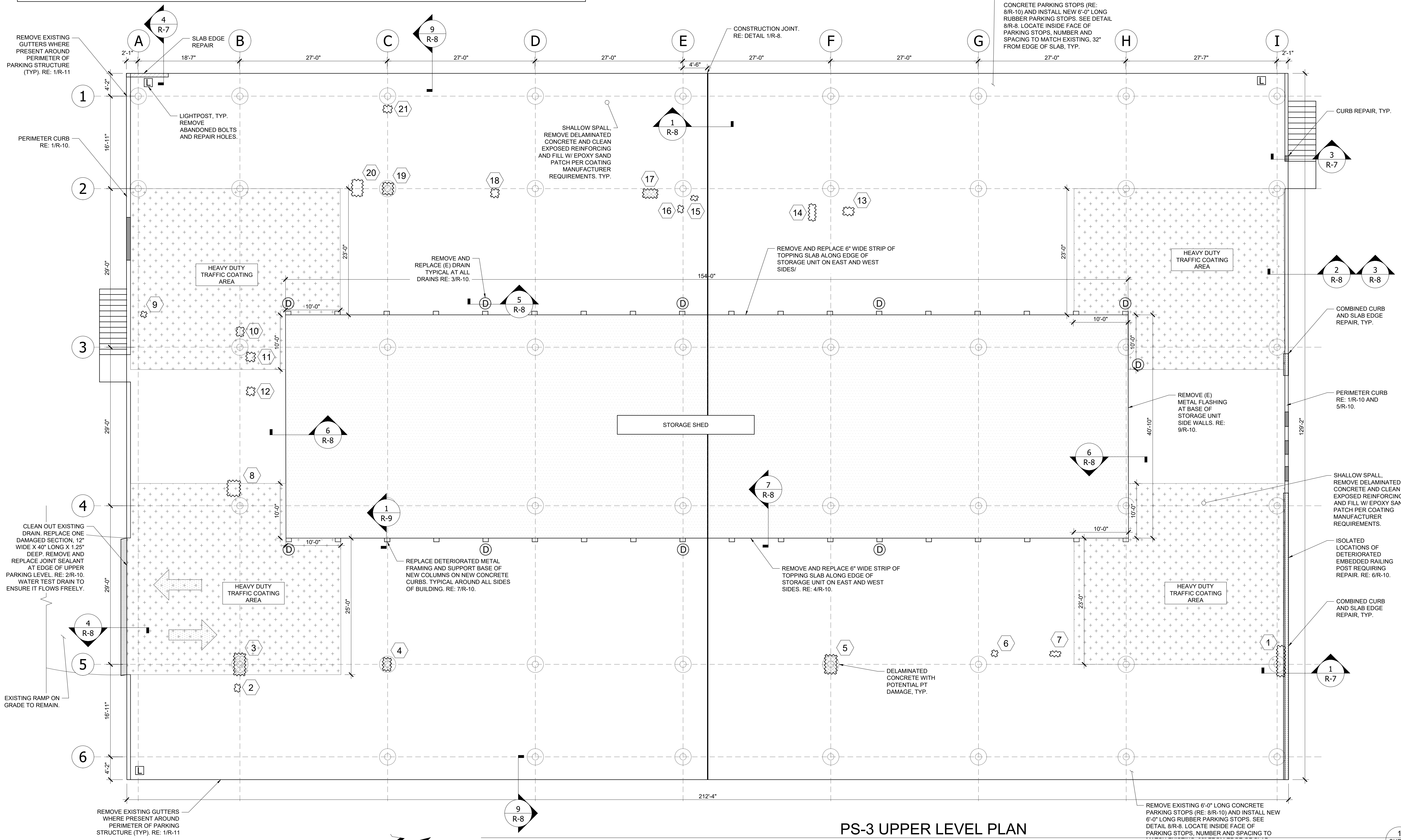
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3	9	11	3	19	5
4	4	12	2	20	7
5	8	13	3	21	2
6	2	14	4	<b>Total: 84</b>	
7	2	15	1		
8	7	16	2		

**CONCRETE REPAIR QUANTITY NOTES**

LOCATION AND SIZE OF REPAIRS ARE APPROXIMATE AND MAY CHANGE. CONTRACTOR TO PROVIDE PRICING BASED ON THE LOCATIONS AND QUANTITIES SHOWN HEREIN.

FULL DEPTH OPENINGS FOR TENDON REPAIRS ARE NOT SHOWN ON PLANS. REFER TO DETAILS 2/R-4 AND 1/R-5 FOR FULL DEPTH OPENING SIZES.

NUMBER OF WIRES IN EACH TENDON VARIES FROM 6 TO 10. REFER TO THE ATTACHED ORIGINAL STRUCTURAL DRAWINGS.



**PS-3 UPPER LEVEL PLAN**

SCALE: 1/8" = 1'-0"

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


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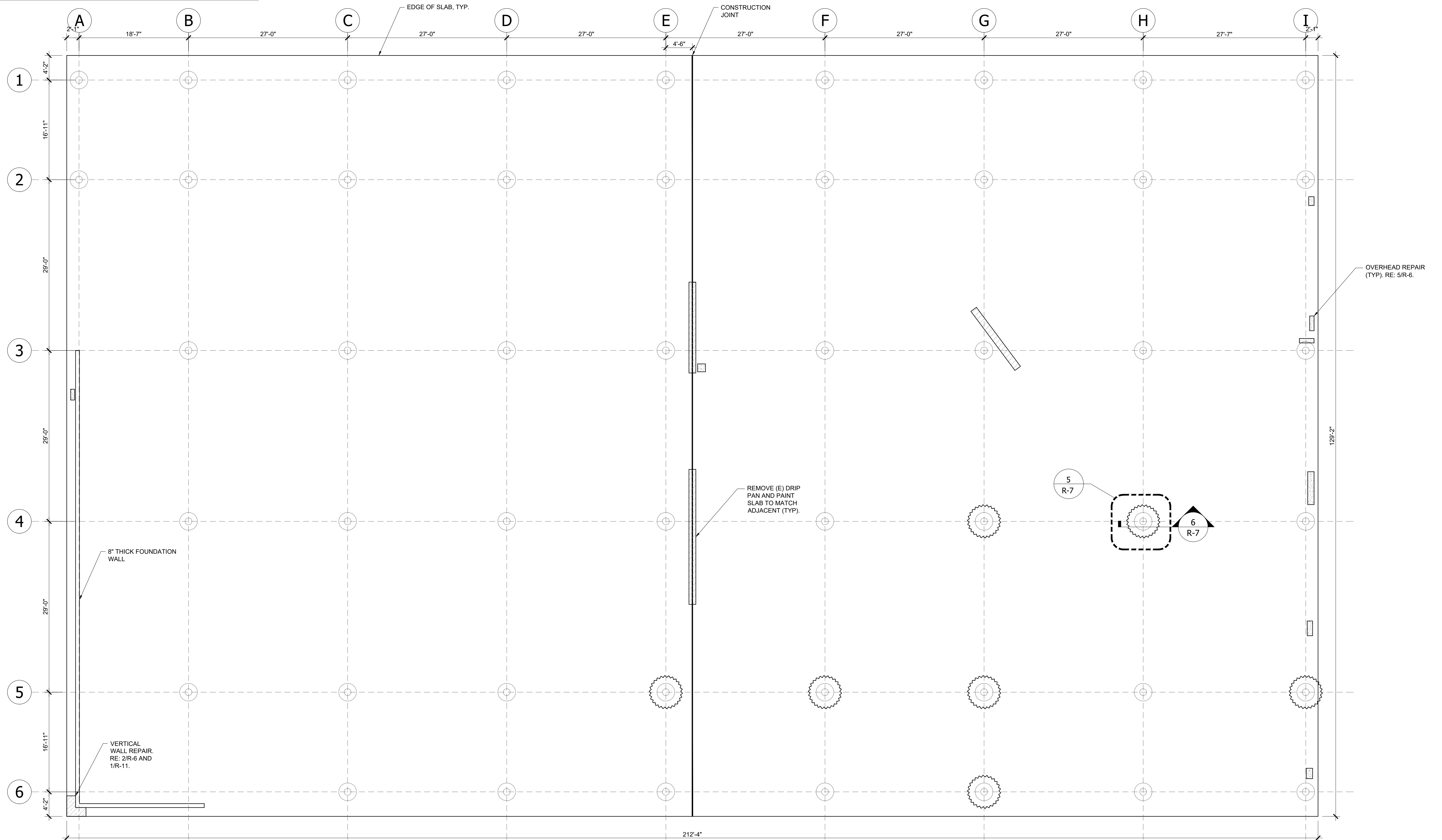
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Sheet R-2

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**LEGEND**

-  CONCRETE REPAIR AT BASE OF COLUMN. RE: 5&6/R-7
-  DRIP PAN TO BE REMOVED FROM UNDERSIDE OF SLAB
-  OVERHEAD REPAIR. RE: 5/R-6
-  VERTICAL WALL REPAIR. RE: 2/R-6



**PS-3 LOWER LEVEL AND REFLECTED CEILING PLAN**

SCALE: 1/8" = 1'-0"

1  
SHEET  
R-3

Project: **PS-3 COATING AND REPAIRS AND LIMITED REPAIRS AT PS-1 THE HEATHER GARDENS**  
Sheet Title: **PS-3 LOWER LEVEL PLAN**

NO.	DESCRIPTION OF REVISION	DATE
	FOR OWNER REVIEW	2/23/23

BC&E No. 22149

Date 2/23/23

Scale AS NOTED

Sheet

**R-3**

Plotted: 2/23/2023 12:26 PM by: Sonja Hinish File Name: 22149 PS1 and PS3 Repair-MBrockman-May22-SGH-AN-R3.dwg





TYPICAL BROKEN TENDON. SEE 2/R-4 AND 1/R-5 FOR REPAIR DETAILS.

### TYPICAL BROKEN TENDON

NOT TO SCALE

**TYPICAL NOTES:**

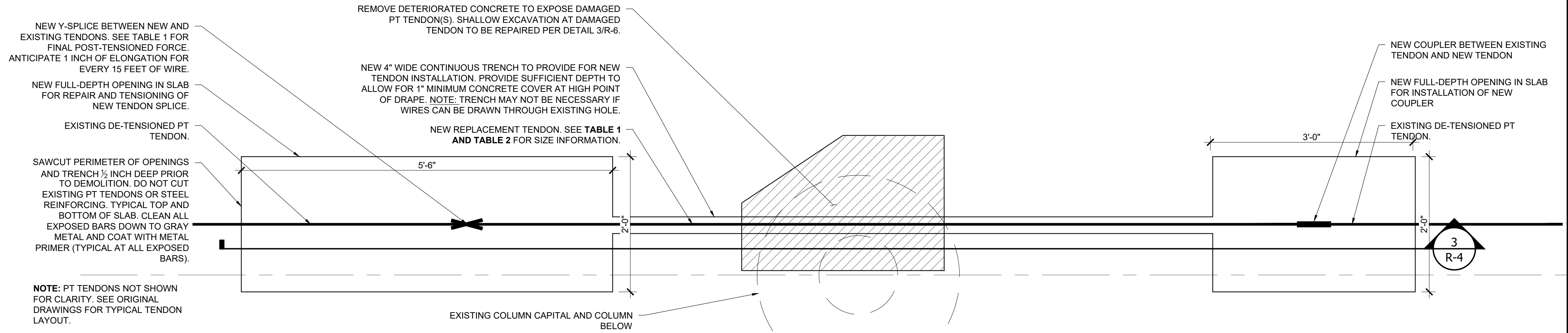
- REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION ON CONCRETE REPAIRS AND BUTTON HEAD PT REPAIRS.
- CONTRACTOR SHALL USE EXTREME CARE WHEN MAKING SLAB EXCAVATIONS TO AVOID DAMAGE TO EXISTING BURIED POST-TENSIONING (PT) TENDONS. CONTRACTOR TO VERIFY LOCATION OF EXISTING PT TENDONS PRIOR TO DEMOLITION ACTIVITIES.
- AT FULL DEPTH OPENING LOCATIONS, CONFIRM OPENING SIZE REQUIRED WITH MANUFACTURER OF STRESSING EQUIPMENT PRIOR TO PROCEEDING WITH DEMOLITION.
- CONTRACTOR TO FIELD VERIFY PLATE SIZES, SHIM SIZES, AND NO. OF WIRES PRIOR TO FABRICATION.

**TABLE 1: FINAL POST-TENSIONED FORCE BASED ON NUMBER OF WIRES PER TENDON**

ORIGINAL 1/4" DIAM.	TARGET PRESTRESSING FORCE BASED ON ORIGINAL WIRE	NEW 7MM DIAM. WIRE
NO. OF WIRES/TENDON	0.65f's (KIPS)	NO. OF WIRES/TENDON
10	76.6	7
9	68.9	6
8	61.3	6
7	53.6	5
6	45.9	5

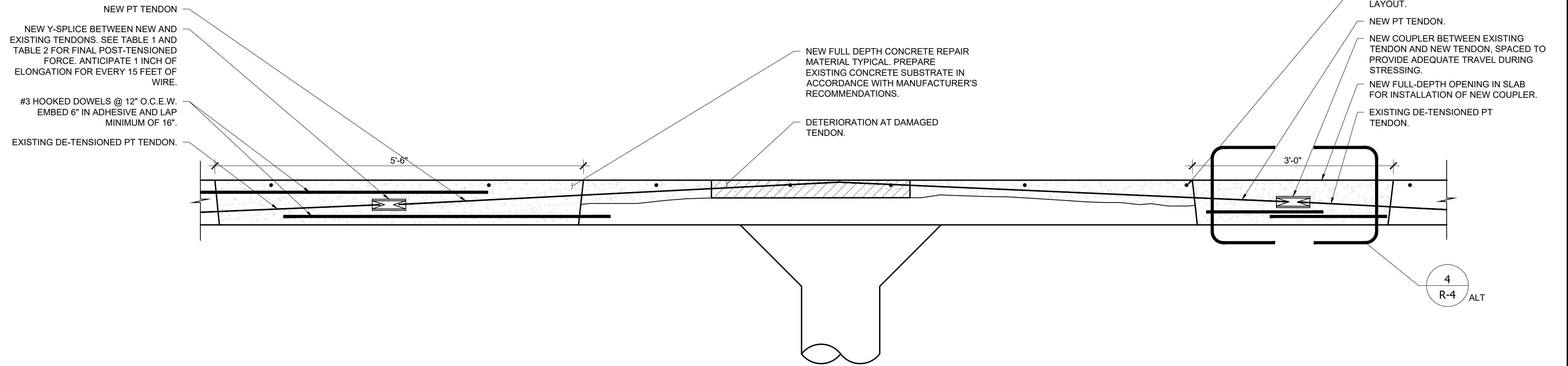
**TABLE 2: IF NUMBER OF NEW 7MM DIAM. WIRES INDICATED ABOVE IN TABLE 1 CANNOT FIT INTO EXISTING HOLE, REFER TO TABLE 2 FOR FINAL POST-TENSIONED FORCE BASED ON REDUCED NUMBER OF WIRES PER TENDON.**

ORIGINAL 1/4" DIAM.	TARGET PRESTRESSING FORCE BASED ON NEW WIRE	NEW 7MM DIAM. WIRE
NO. OF WIRES/TENDON	0.8f's (KIPS)	NO. OF WIRES/TENDON
8	57.2	5
7	45.8	4
6	45.8	4



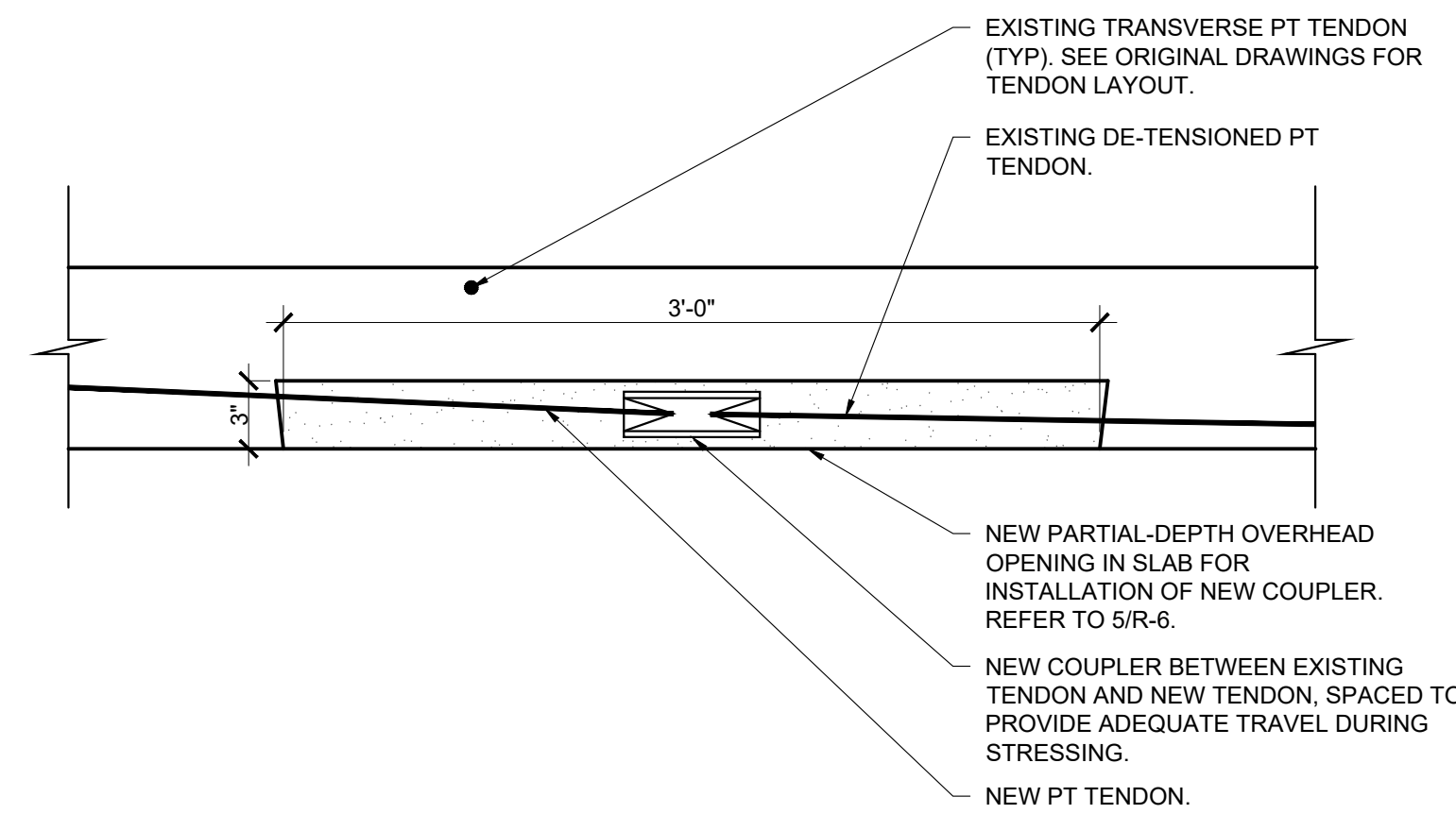
### TYPICAL PLAN OF TENDON REPAIR

NOT TO SCALE



### TYPICAL SECTION AT TENDON REPAIR

NOT TO SCALE



### ALTERNATE - PARTIAL DEPTH OPENING AT SPLICE COUPLER

NOT TO SCALE

NO.	DESCRIPTION OF REVISION	DATE

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BC&E No.	22149
Date	2/23/23
Scale	AS NOTED
Sheet	R-4



**TYPICAL NOTES:**

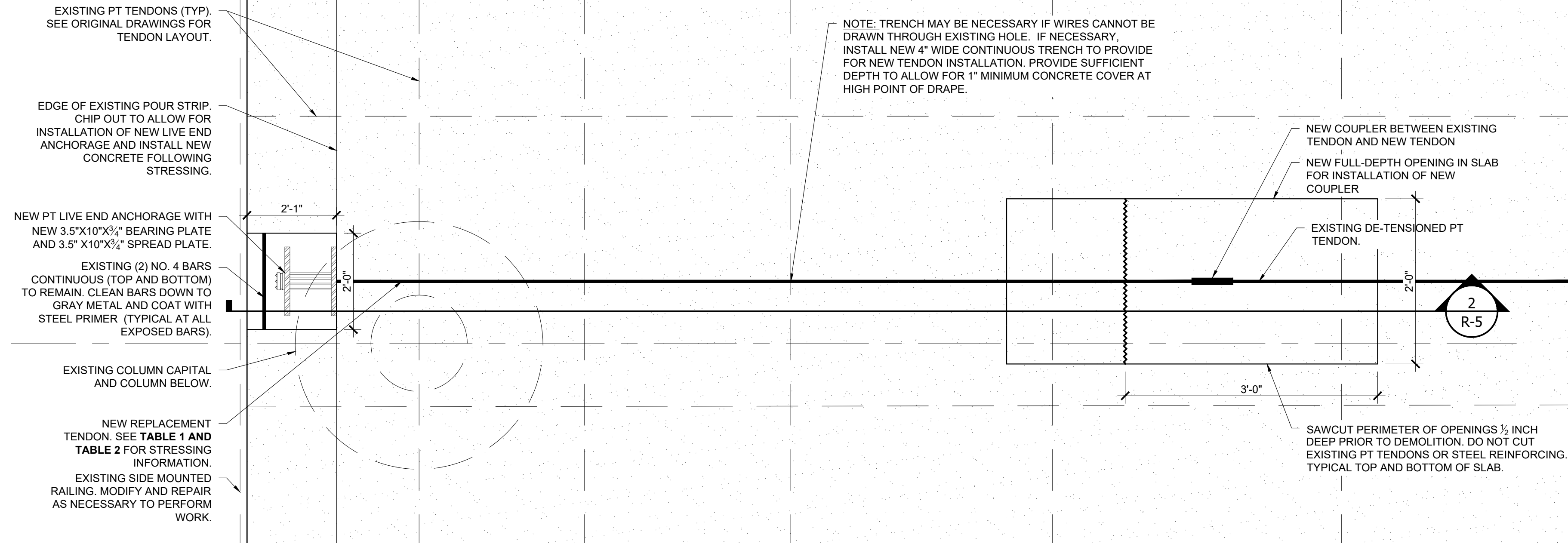
1. REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION ON CONCRETE REPAIRS AND BUTTON HEAD PT REPAIRS.
2. CONTRACTOR SHALL USE EXTREME CARE WHEN MAKING SLAB EXCAVATIONS TO AVOID DAMAGE TO EXISTING BURIED POST-TENSIONING (PT) TENDONS. CONTRACTOR TO VERIFY LOCATION OF EXISTING PT TENDONS PRIOR TO DEMOLITION ACTIVITIES.
3. AT FULL DEPTH OPENING LOCATIONS, CONFIRM OPENING SIZE REQUIRED WITH MANUFACTURER OF STRESSING EQUIPMENT PRIOR TO PROCEEDING WITH DEMOLITION.
4. CONTRACTOR TO FIELD VERIFY PLATE SIZES, SHIM SIZES, AND NO. OF WIRES PRIOR TO FABRICATION.

**TABLE 1: FINAL POST-TENSIONED FORCE BASED ON NUMBER OF WIRES PER TENDON**

ORIGINAL 1/4" DIAM. NO. OF WIRES/TENDON	TARGET PRESTRESSING FORCE BASED ON ORIGINAL WIRE 0.65fs (KIPS)	NEW 7MM DIAM. WIRE NO. OF WIRES/TENDON
10	76.6	7
9	68.9	6
8	61.3	6
7	53.6	5
6	45.9	5

**TABLE 2: IF NUMBER OF NEW 7MM DIAM. WIRES INDICATED ABOVE IN TABLE 1 CANNOT FIT INTO EXISTING HOLE, REFER TO TABLE 2 FOR FINAL POST-TENSIONED FORCE BASED ON REDUCED NUMBER OF WIRES PER TENDON.**

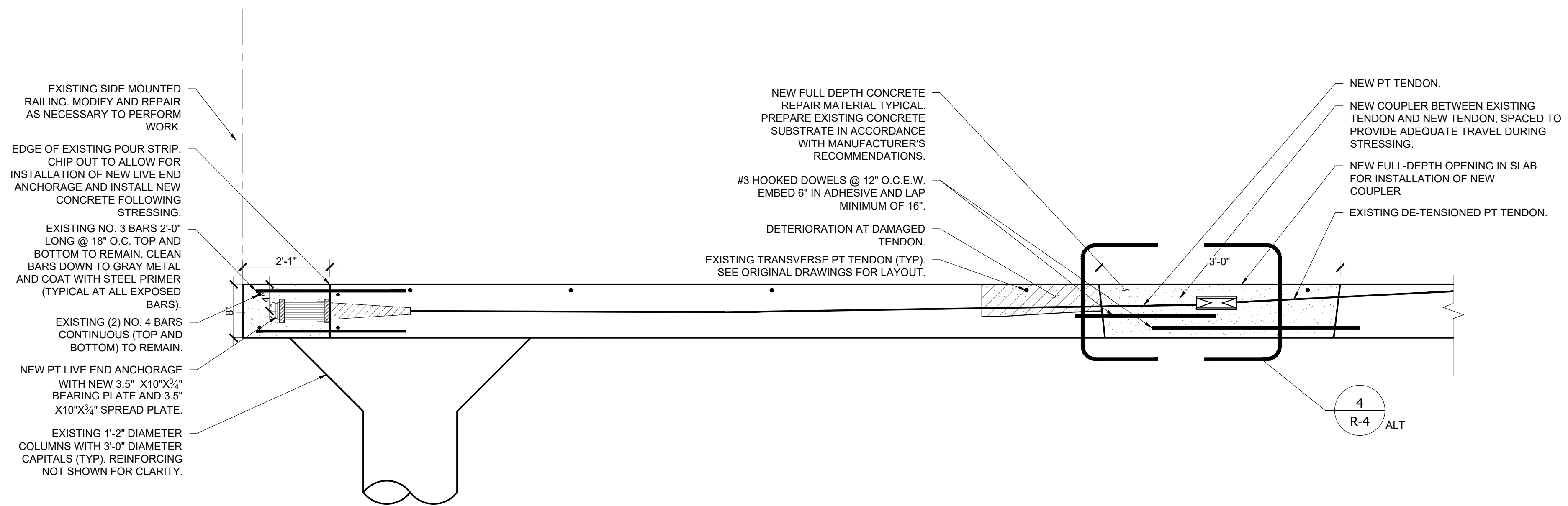
ORIGINAL 1/4" DIAM. NO. OF WIRES/TENDON	TARGET PRESTRESSING FORCE BASED ON NEW WIRE 0.8fs (KIPS)	NEW 7MM DIAM. WIRE NO. OF WIRES/TENDON
8	57.2	5
7	45.8	4
6	45.8	4



**TYPICAL PLAN OF TENDON REPAIR AT LIVE END**

NOT TO SCALE

1  
SHEET  
R-5



**TYPICAL SECTION AT TENDON REPAIR AT LIVE END**

NOT TO SCALE

2  
SHEET  
R-5

NO.	DESCRIPTION OF REVISION	DATE

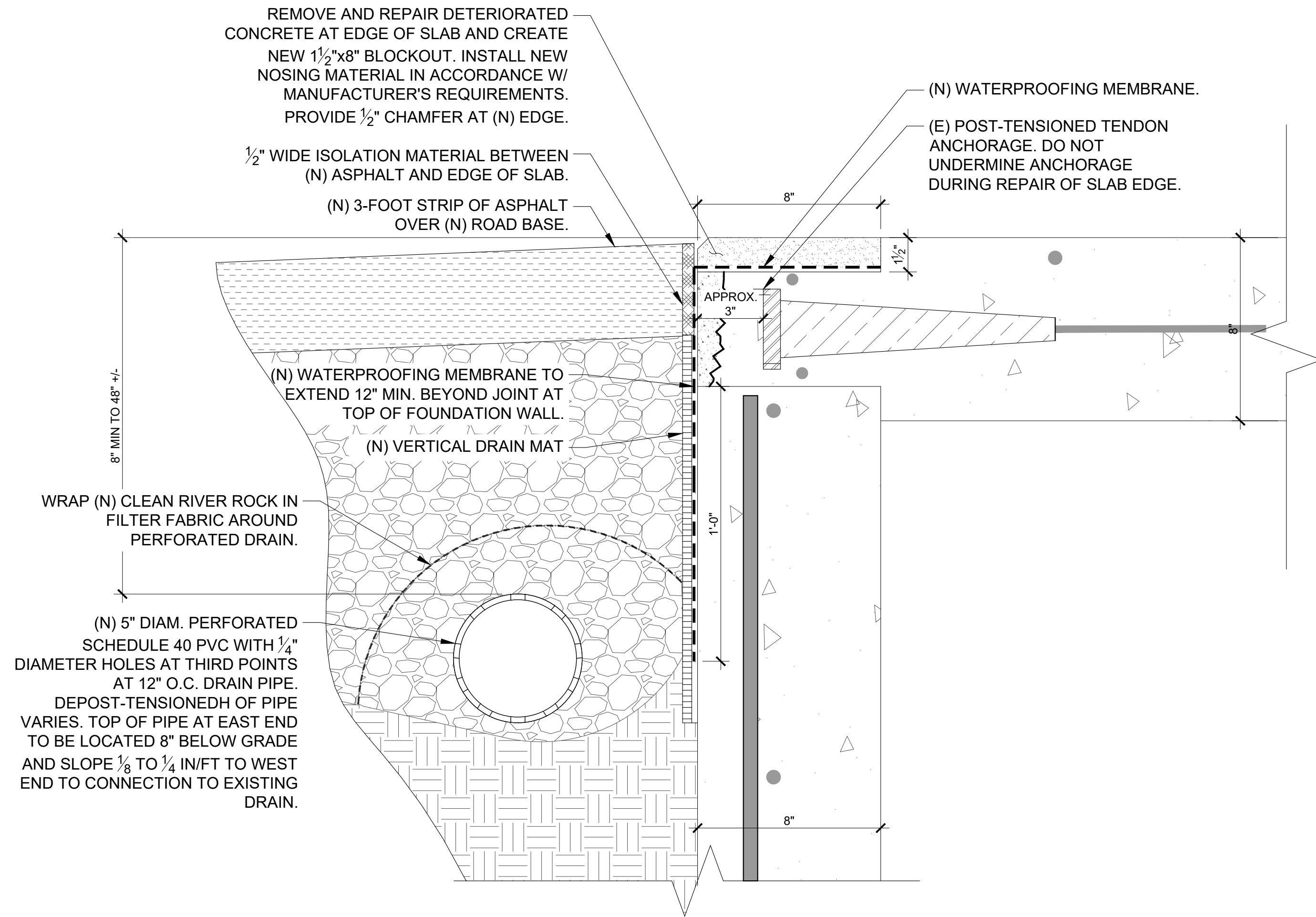
BC&E No. 22149

Date 2/23/23

Scale AS NOTED

Sheet

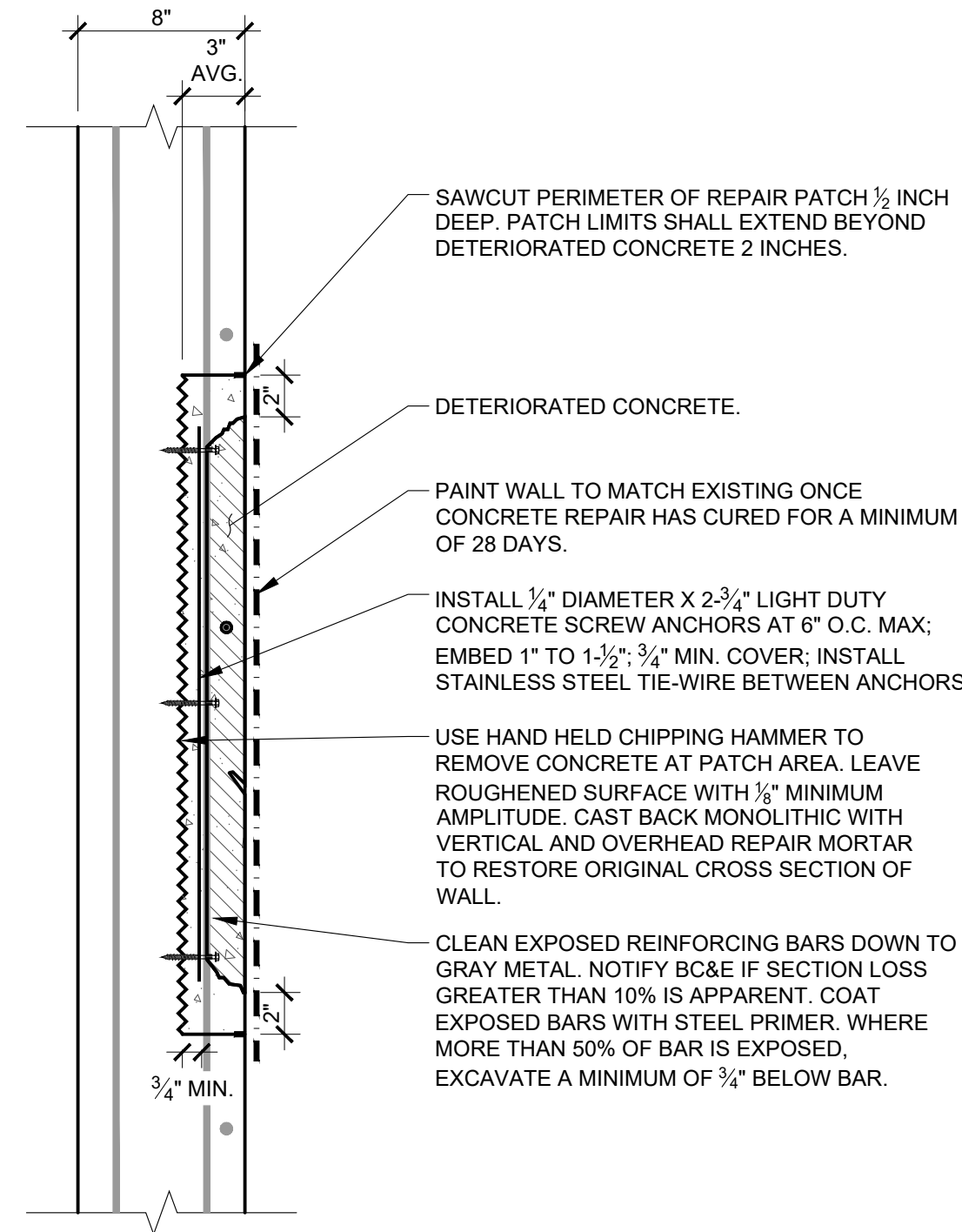
GENERAL NOTE:  
TRAFFIC COATING NOT SHOWN IN CONCRETE REPAIR DETAILS FOR CLARITY. REFER TO SHEETS R-8 AND R-9.



**PS-1 FOUNDATION DETAIL**

NOT TO SCALE

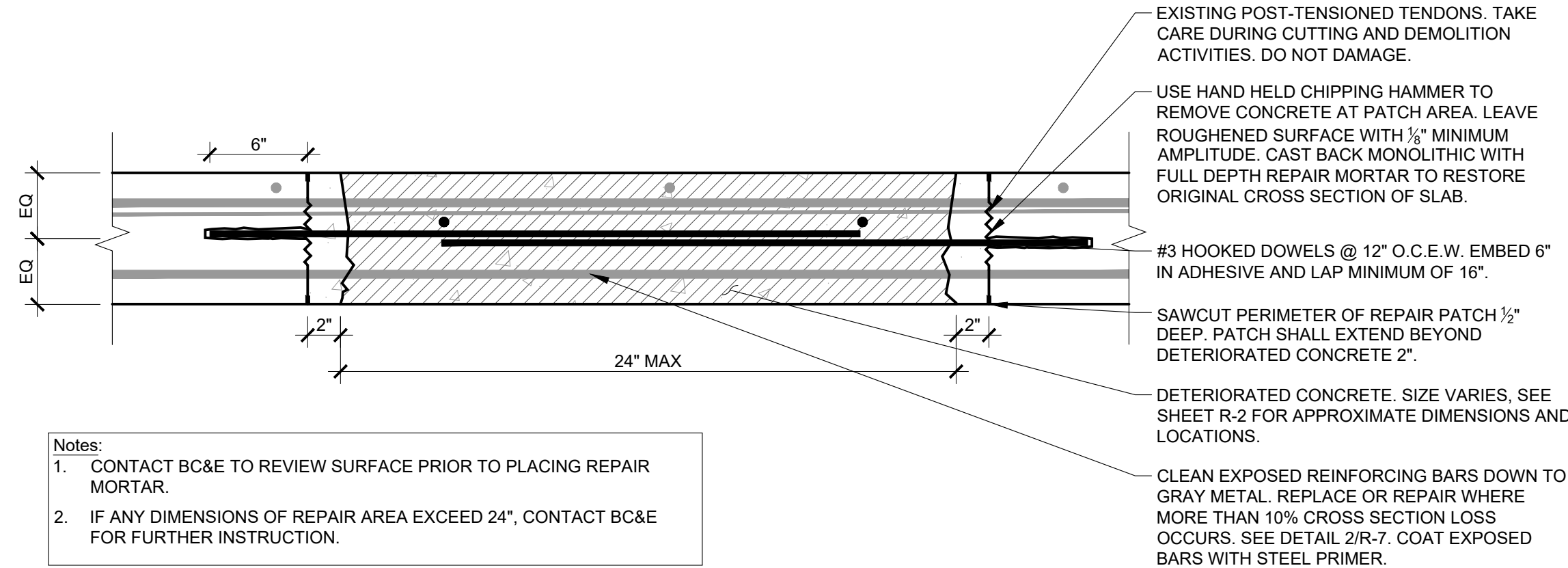
1  
SHEET  
R-6



**VERTICAL CONCRETE REPAIR**

SCALE: 1-1/2" = 1'-0"

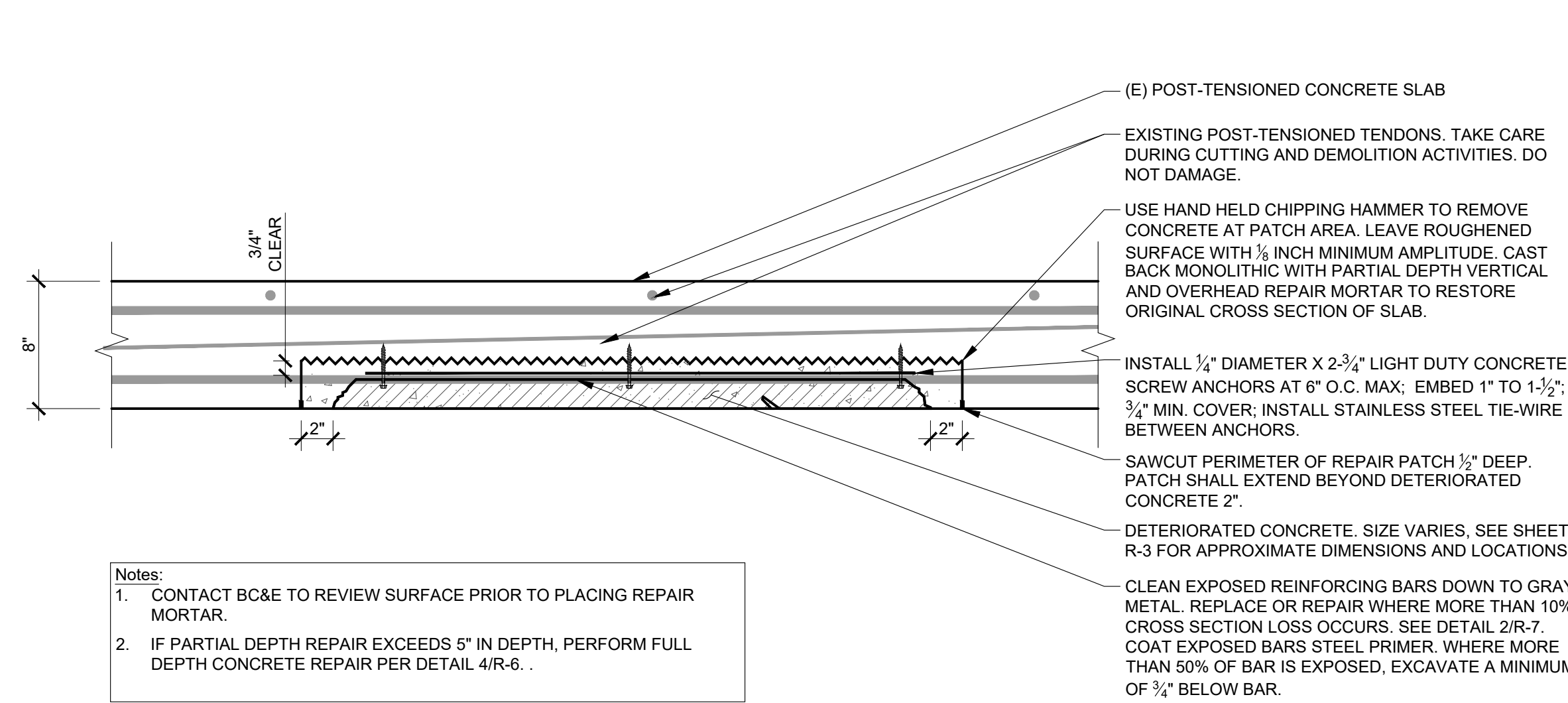
2  
SHEET  
R-6



**FULL DEPTH CONCRETE REPAIR**

SCALE: 1-1/2" = 1'-0"

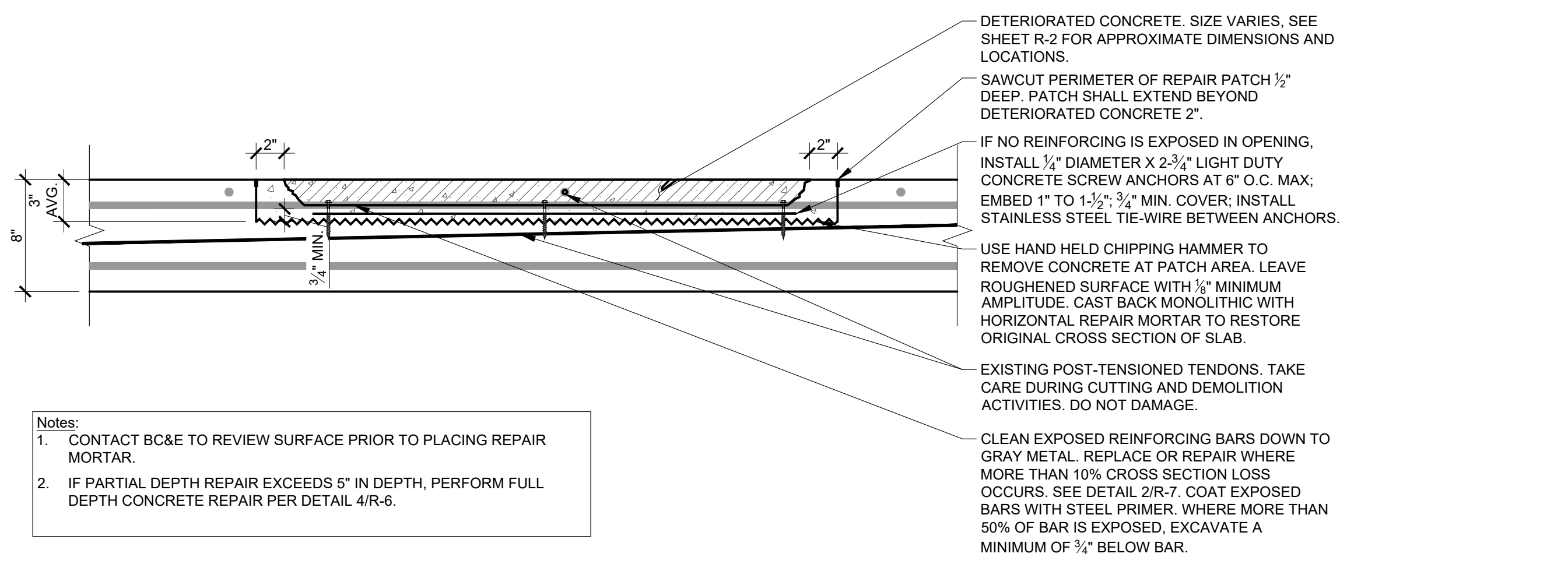
4  
SHEET  
R-6



**OVERHEAD CONCRETE REPAIR**

SCALE: 1-1/2" = 1'-0"

5  
SHEET  
R-6



**PARTIAL DEPTH CONCRETE REPAIR**

SCALE: 1-1/2" = 1'-0"

3  
SHEET  
R-6

NO.	DESCRIPTION OF REVISION	DATE
2/23/23		

BC&E No. 22149

Date 2/23/23

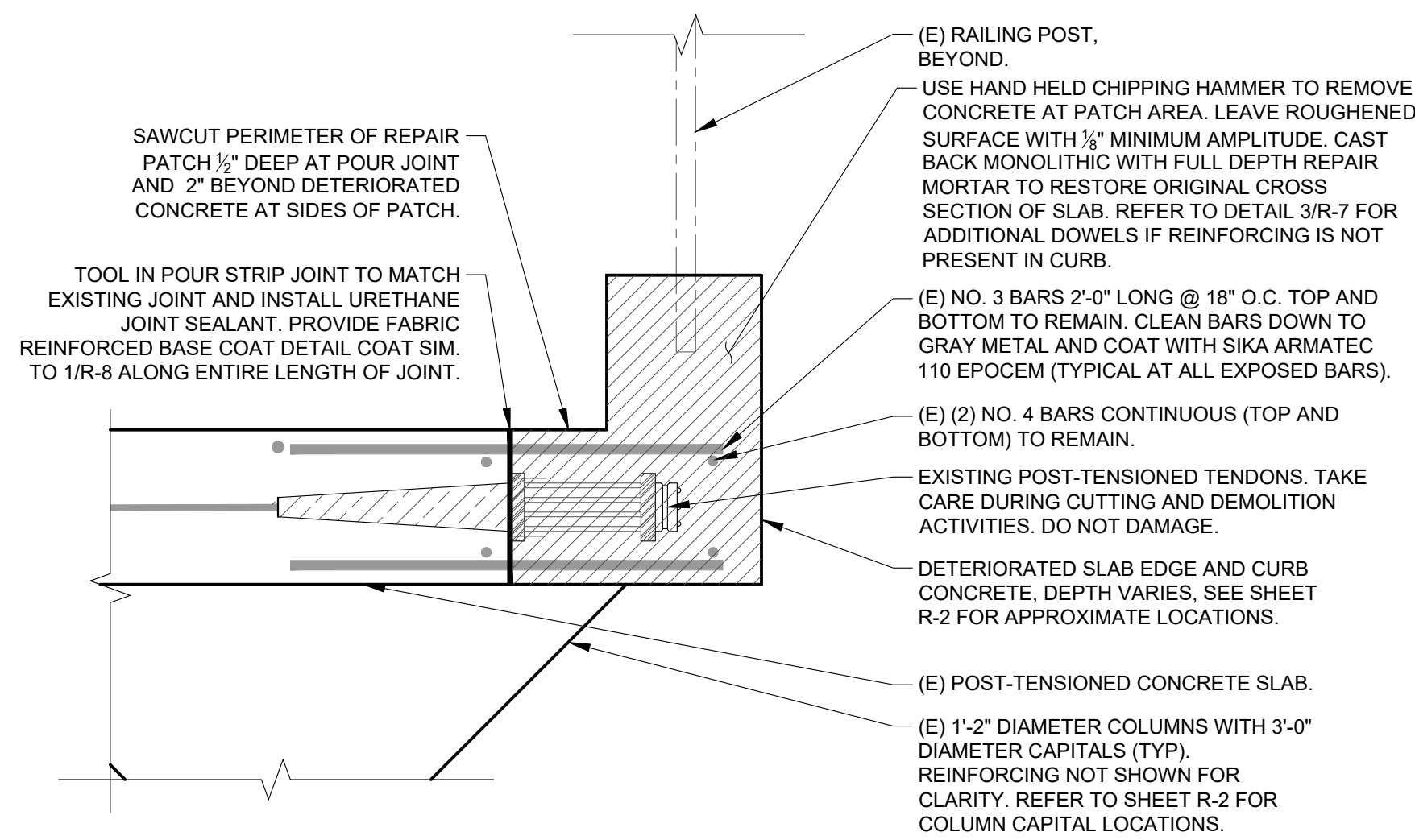
Scale AS NOTED

Sheet

Plotted: 2/23/2023 12:26 PM by: Sonja Hinshel File Name: 22149\_PSI and PS3 Repair-MBrockman-May22-SGH-AN-21.dwg



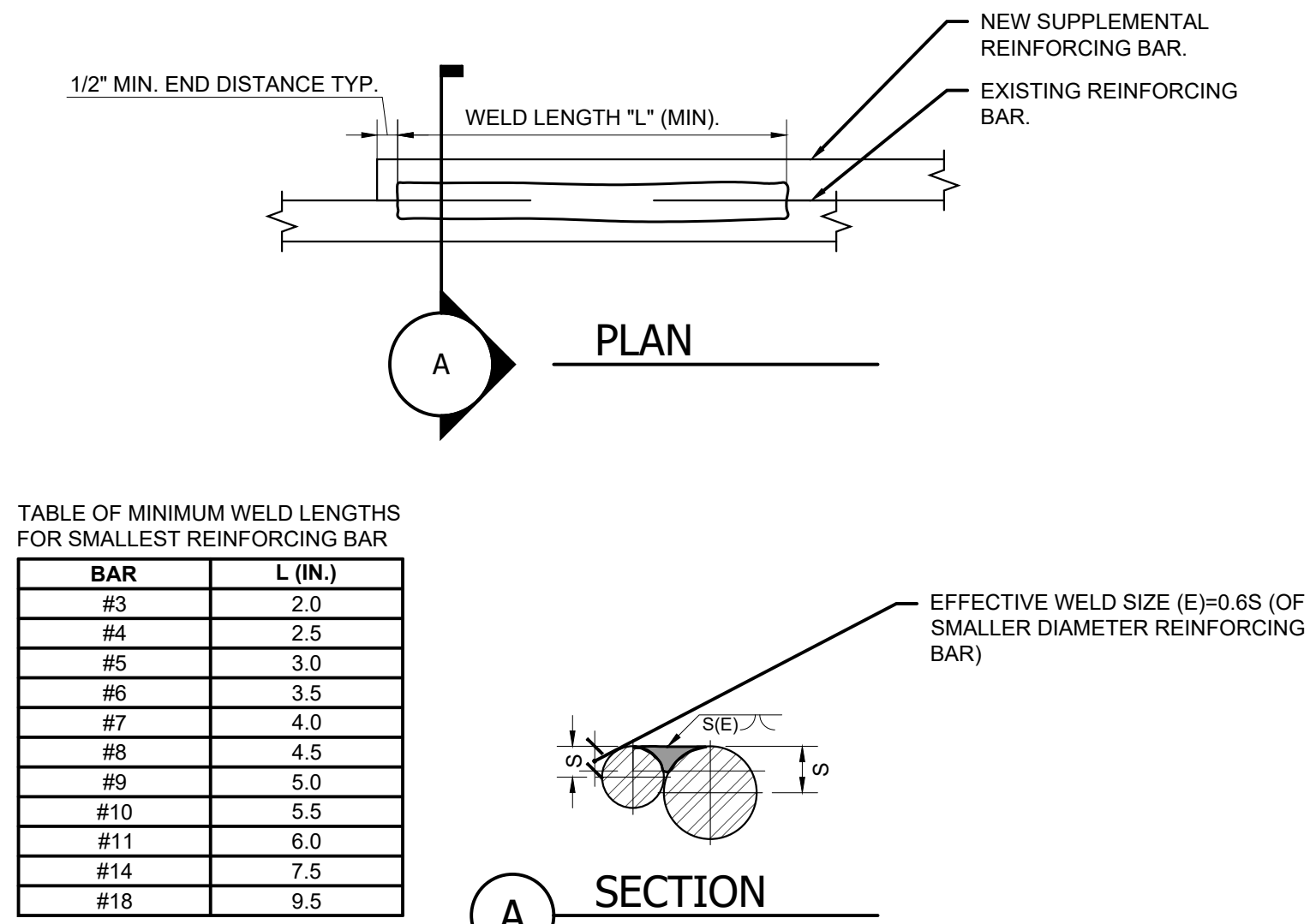
GENERAL NOTE:  
TRAFFIC COATING NOT SHOWN IN CONCRETE REPAIR DETAILS FOR CLARITY. REFER TO SHEETS R-8 AND R-9.



### CURB AND SLAB EDGE REPAIR

SCALE: 1-1/2" = 1'-0"

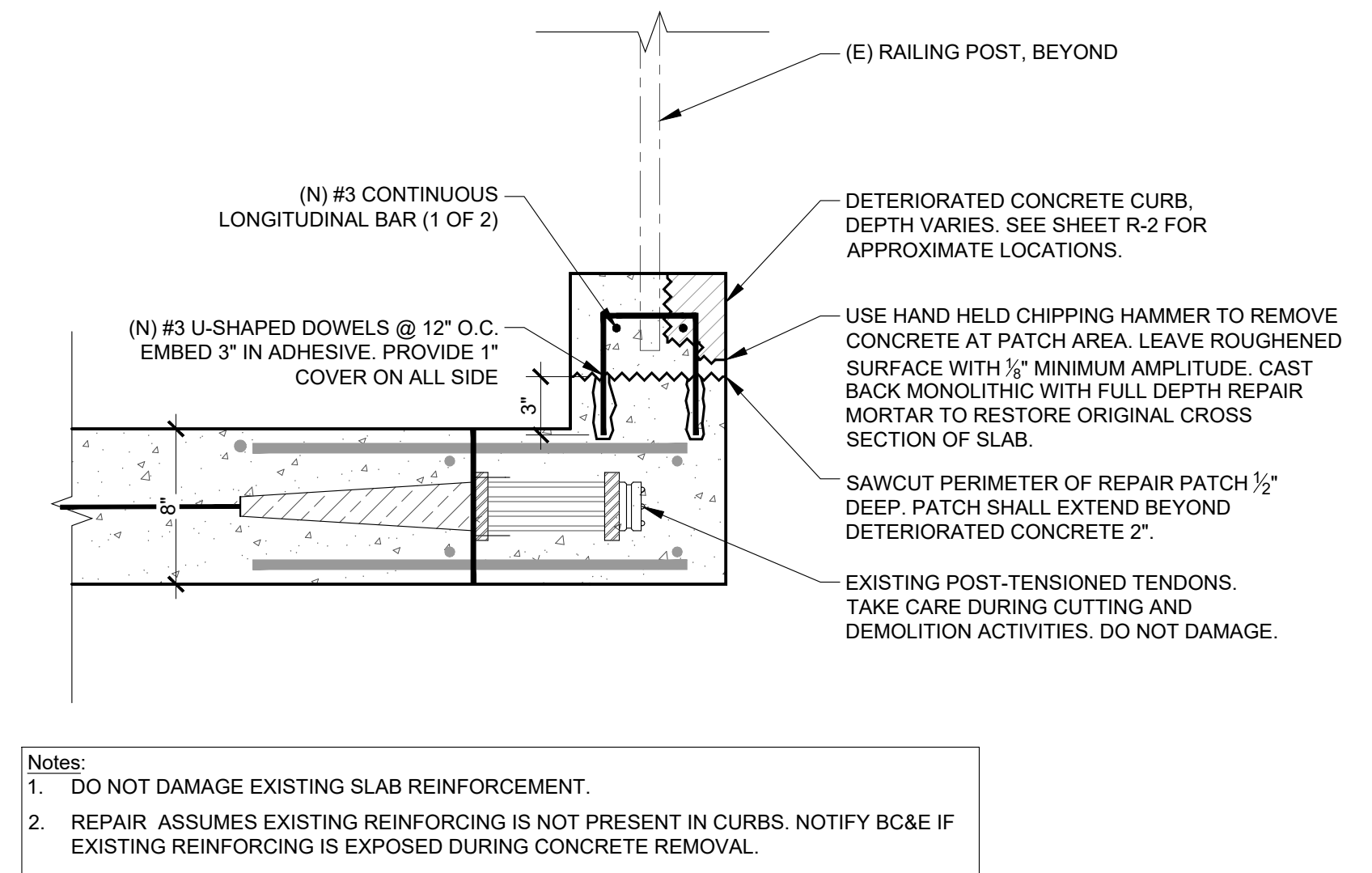
1  
SHEET  
R-7



### REINFORCING BAR WELD DETAIL

NOT TO SCALE

2  
SHEET  
R-7

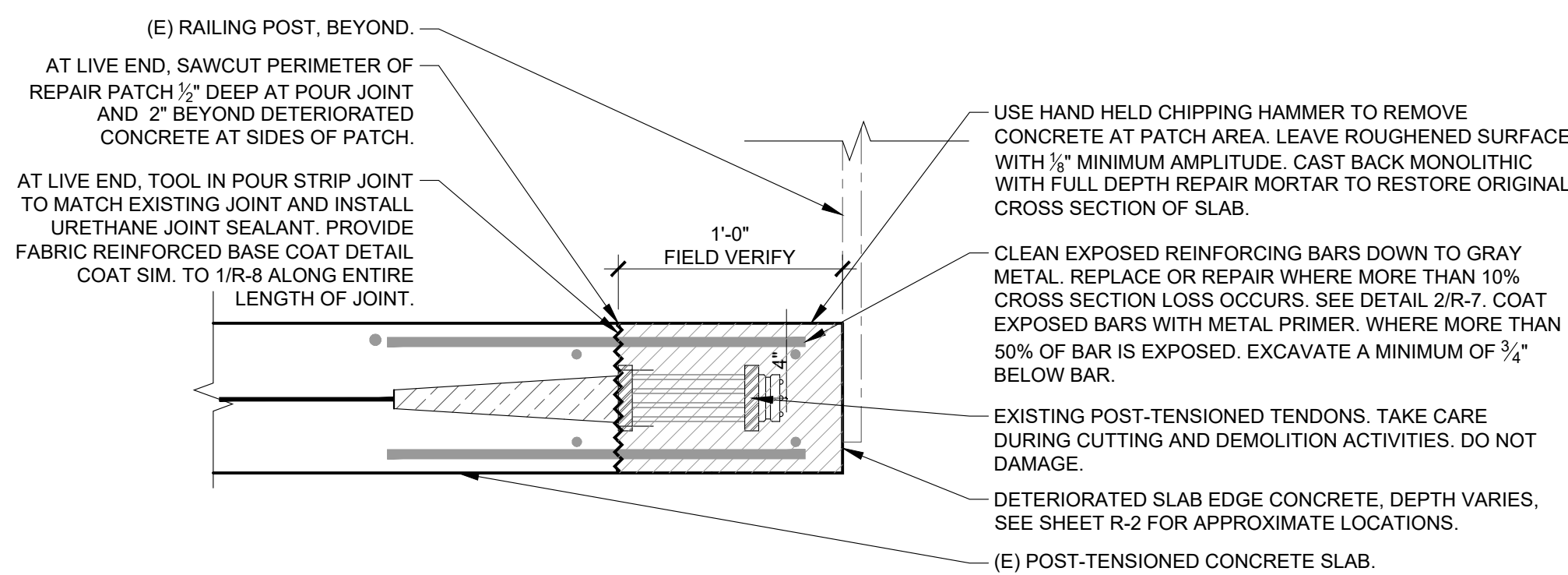


### CURB ONLY REPAIR

SCALE: 1-1/2" = 1'-0"

3  
SHEET  
R-7

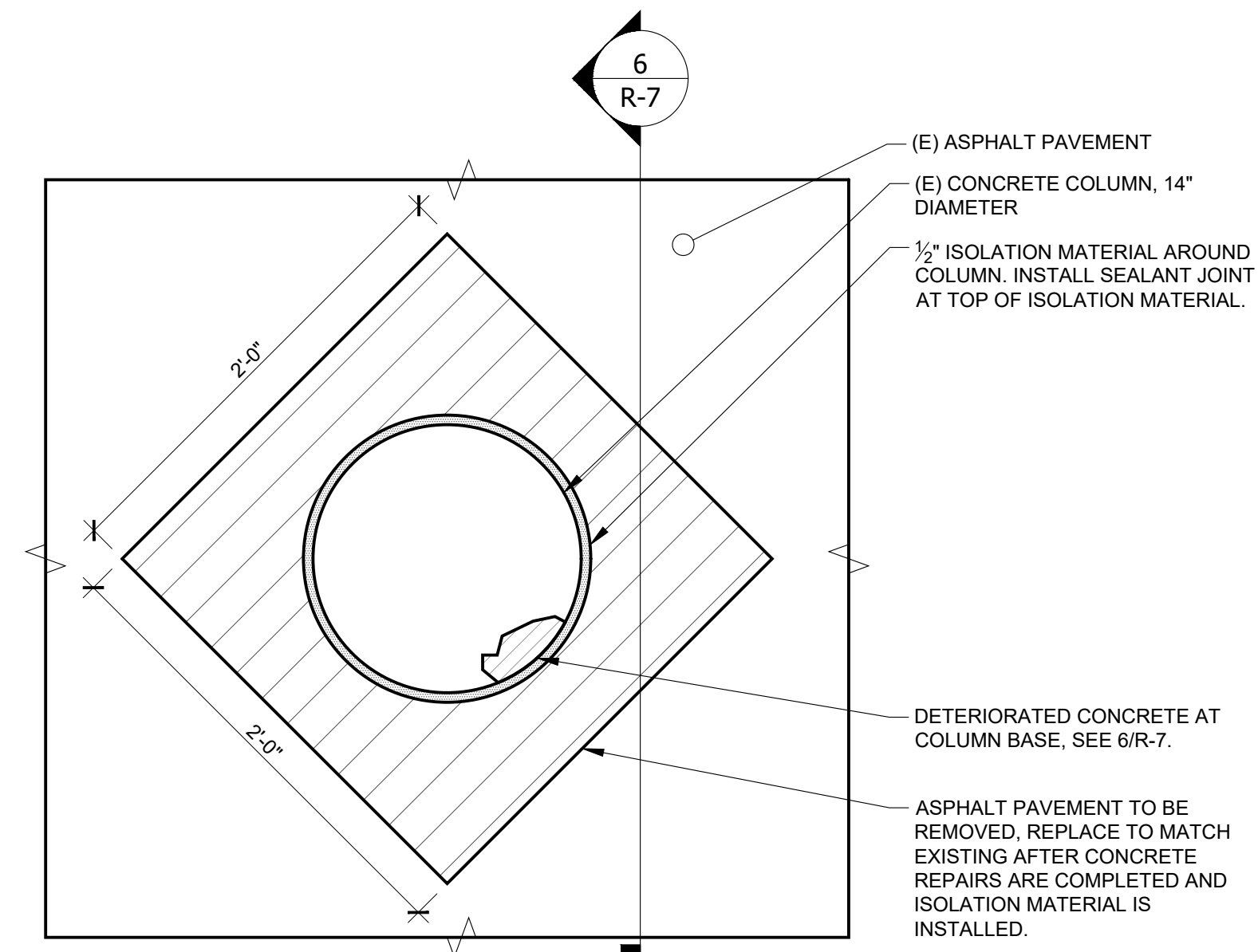
Notes:  
1. DO NOT DAMAGE EXISTING SLAB REINFORCEMENT.  
2. REPAIR ASSUMES EXISTING REINFORCING IS NOT PRESENT IN CURBS. NOTIFY BC&E IF EXISTING REINFORCING IS EXPOSED DURING CONCRETE REMOVAL.



### SLAB EDGE REPAIR

SCALE: 1-1/2" = 1'-0"

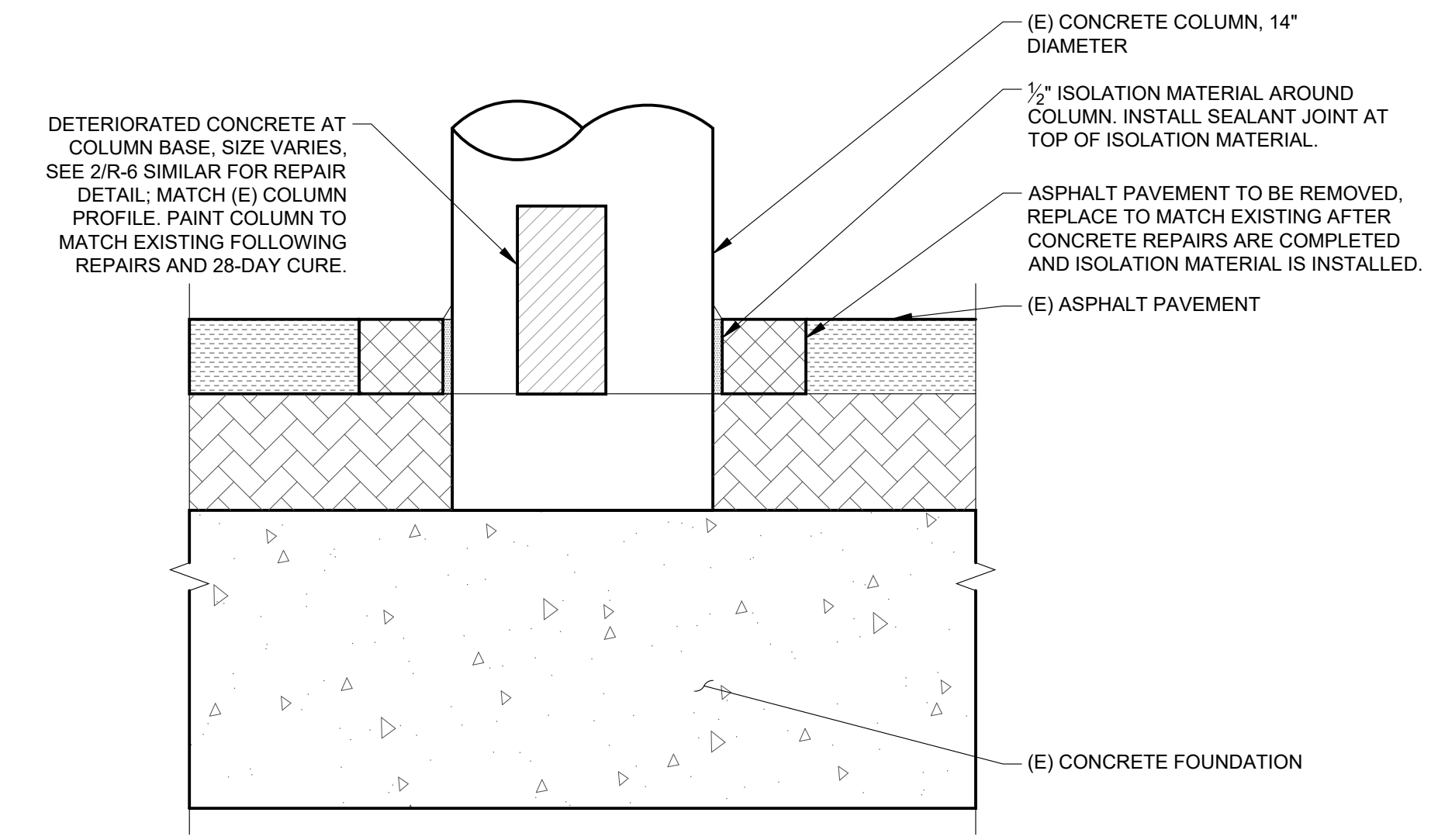
4  
SHEET  
R-7



### BASE OF COLUMN REPAIR (PLAN VIEW)

SCALE: 1-1/2" = 1'-0"

5  
SHEET  
R-7



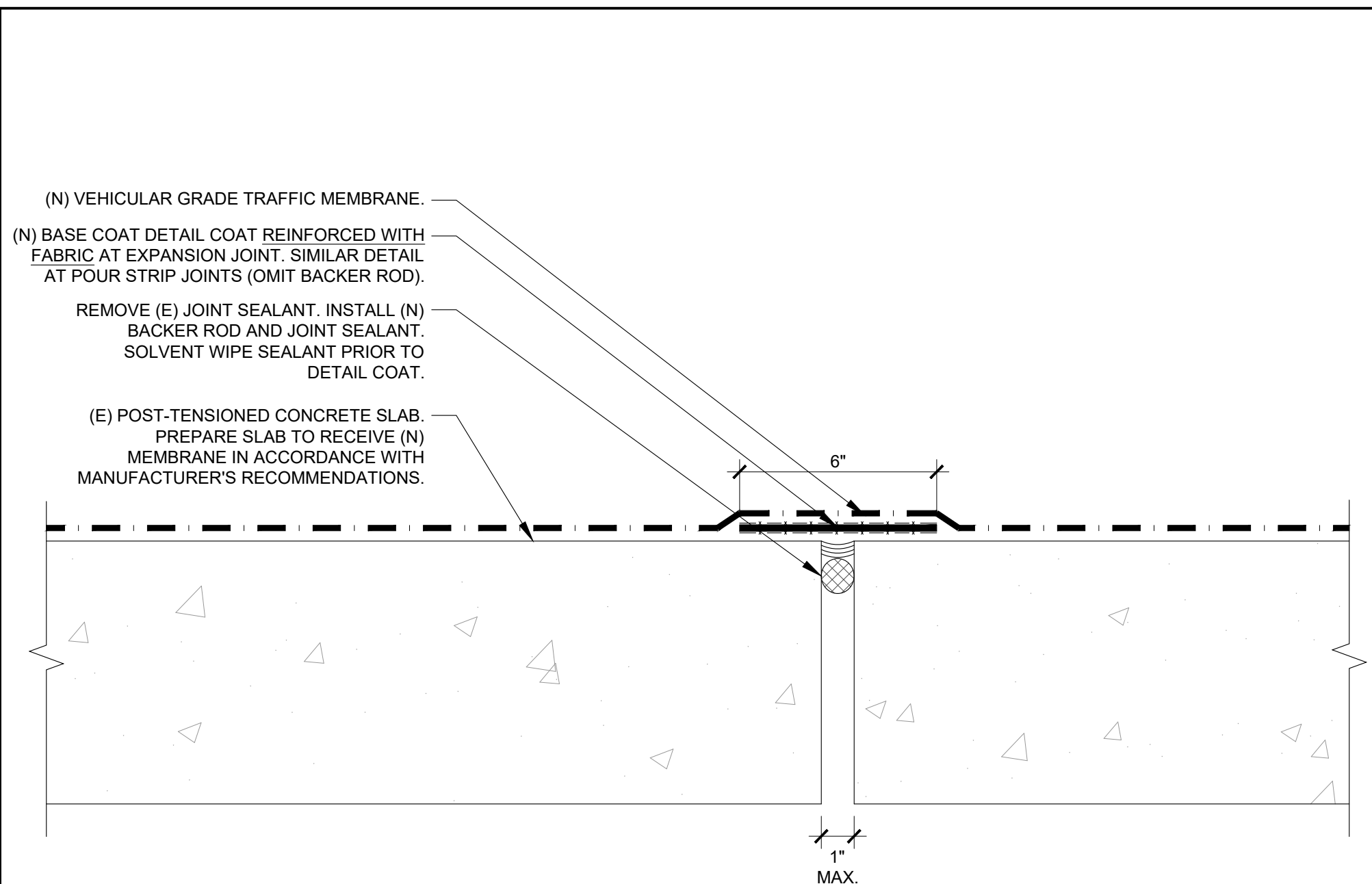
### BASE OF COLUMN REPAIR (SECTION)

SCALE: 1-1/2" = 1'-0"

6  
SHEET  
R-7

Notes:  
1. MULTIPLE CONCRETE REPAIR AREAS ARE PRESENT AT SEVERAL OF THE COLUMN BASES.

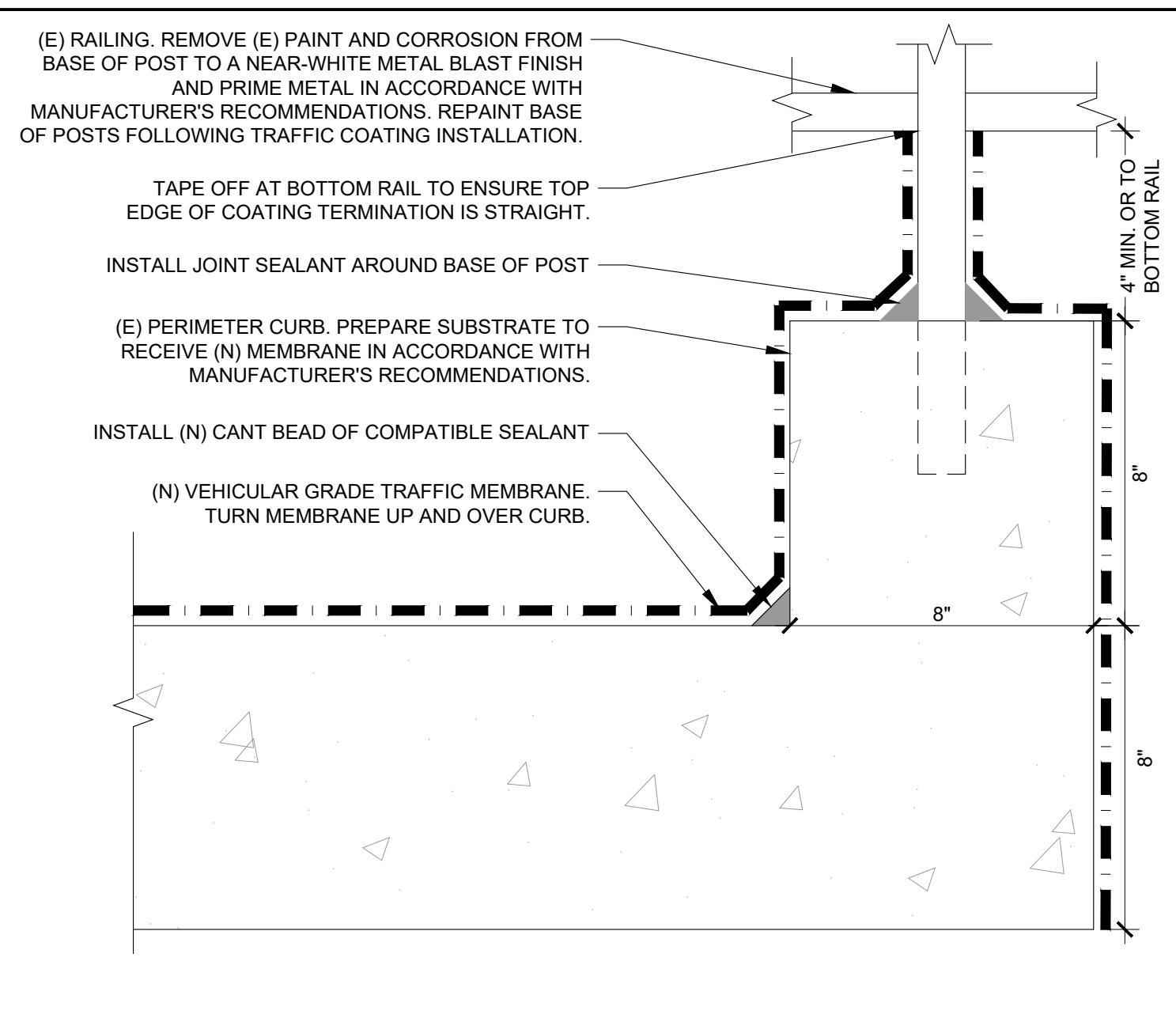
NO.	DESCRIPTION OF REVISION	DATE
		2/23/23



TRAFFIC COATING AT EXPANSION JOINT

SCALE: 3" = 1'-0"

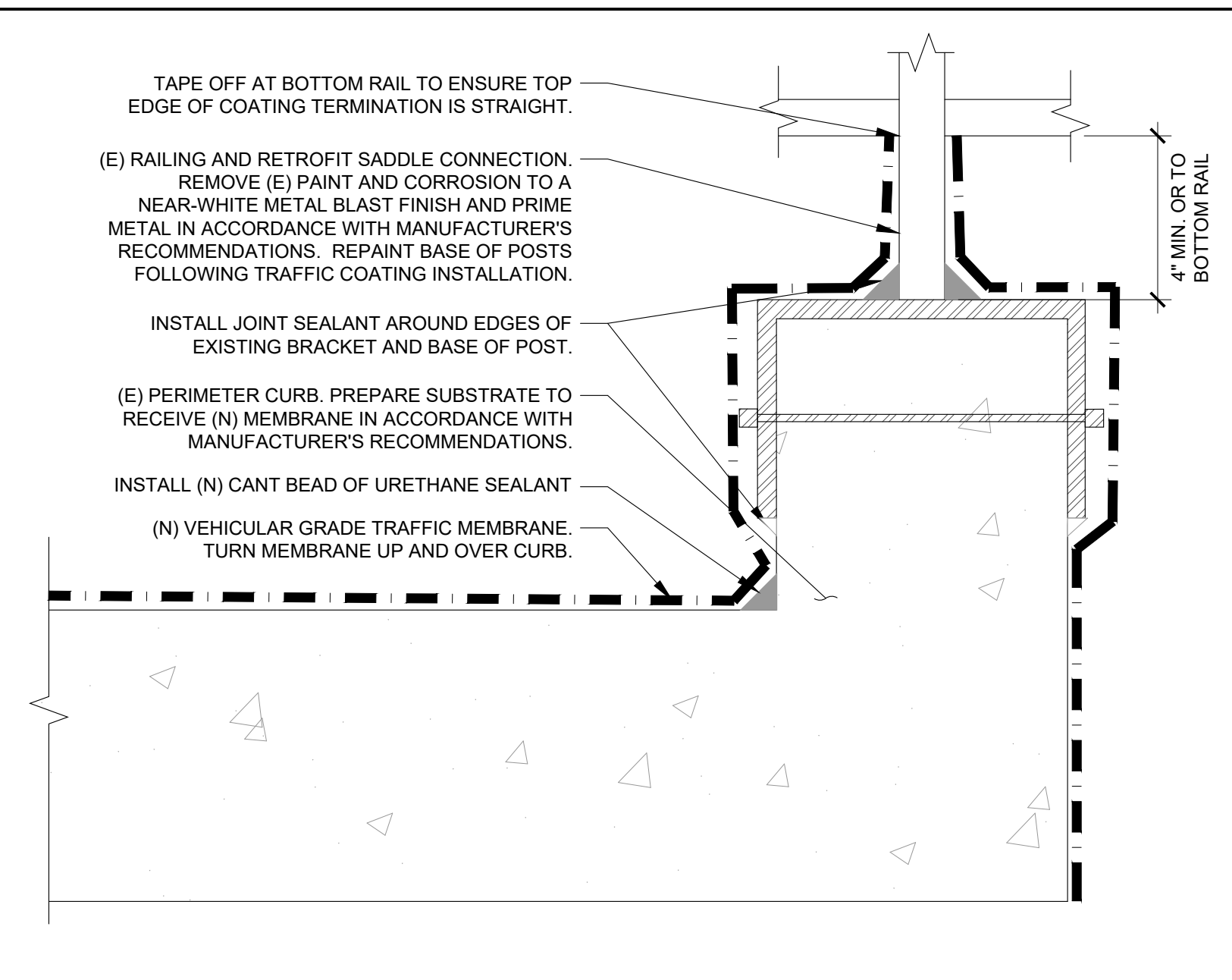
1 SHEET R-8



COATING AT PERIMETER CURB

SCALE: 3" = 1'-0"

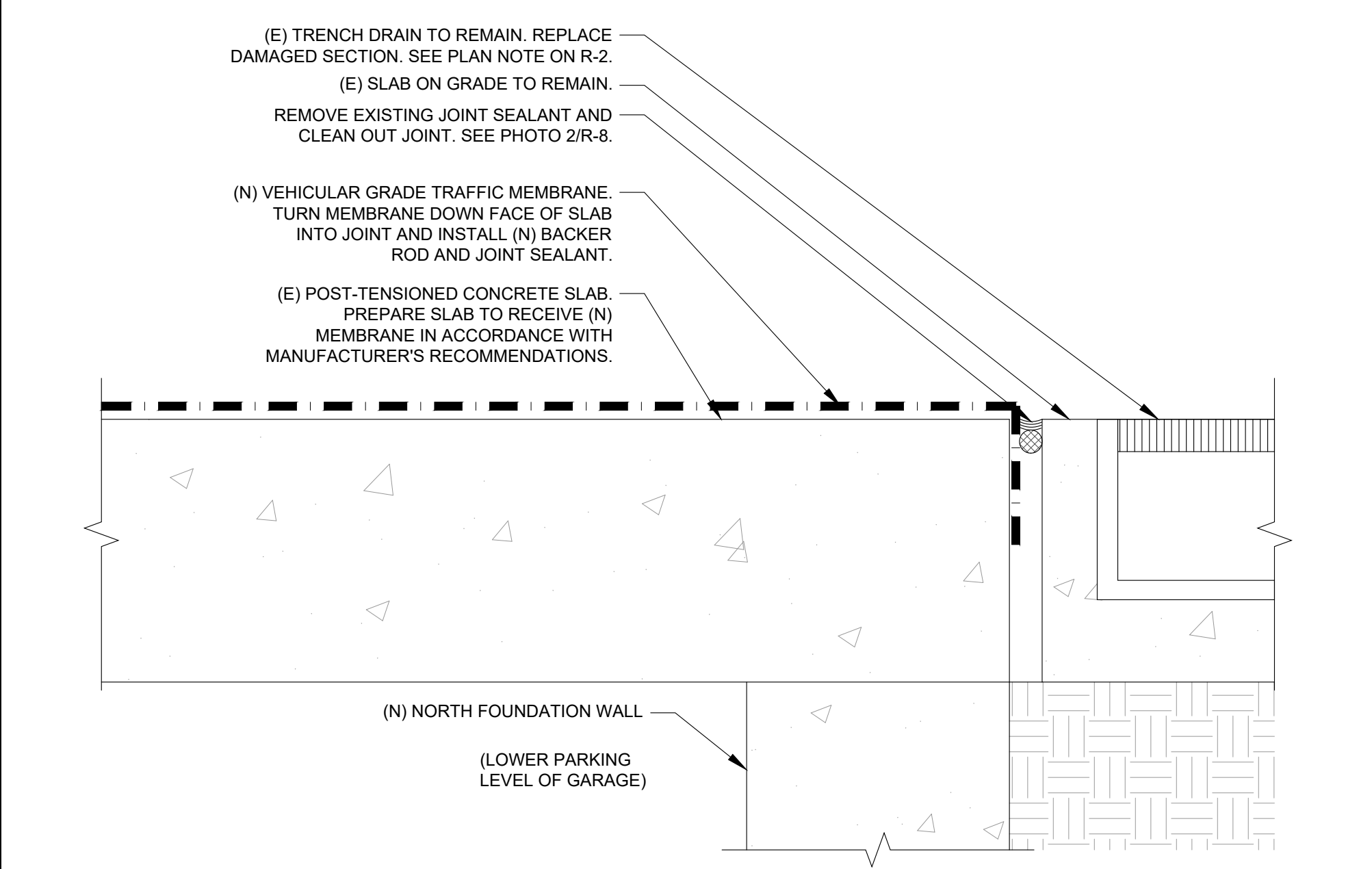
2 SHEET R-8



COATING AT RETROFIT POST CONNECTION

SCALE: 3" = 1'-0"

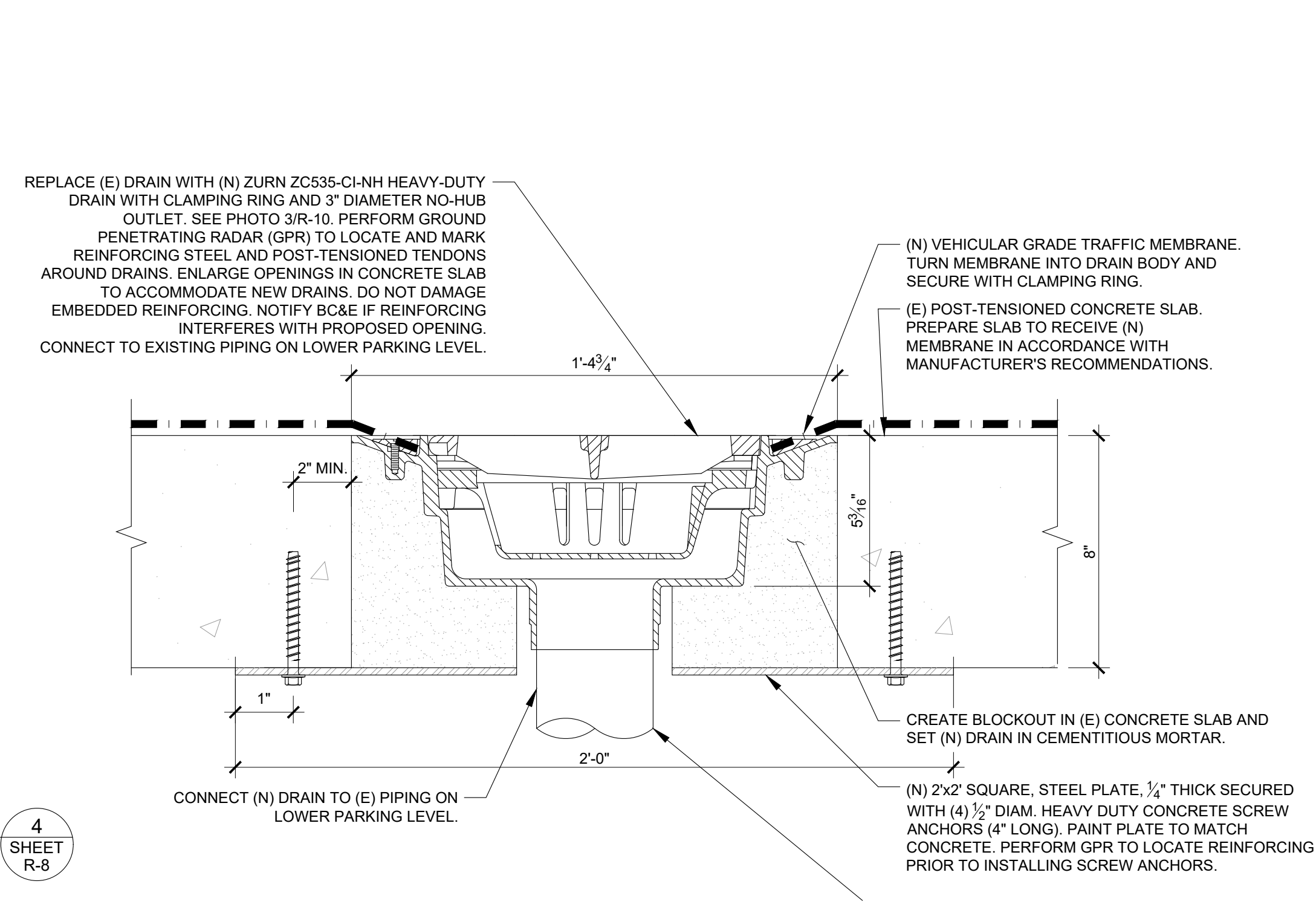
3 SHEET R-8



TRAFFIC COATING TERMINATION AT TRENCH DRAIN

SCALE: 3" = 1'-0"

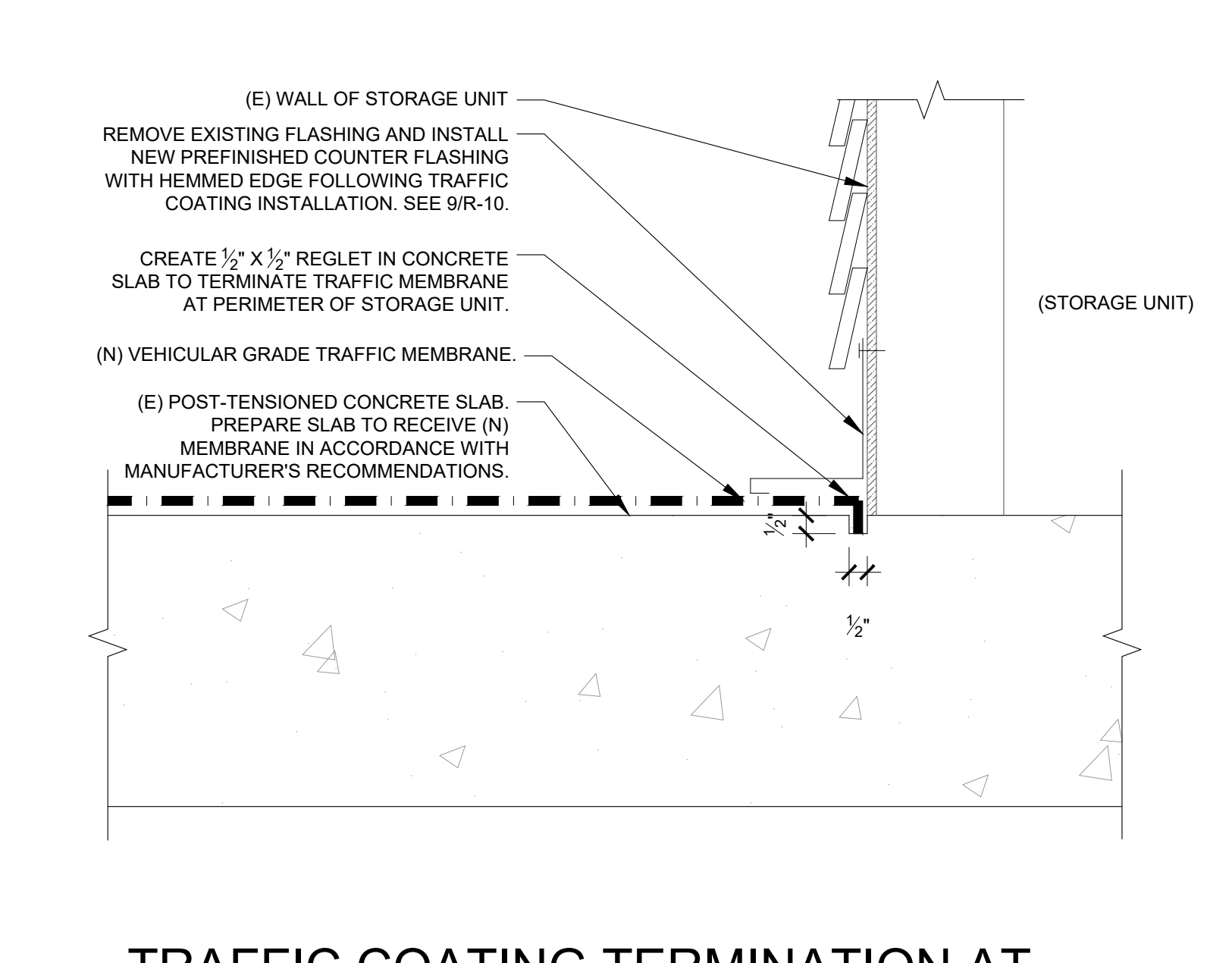
4 SHEET R-8



NEW DRAIN

SCALE: 3" = 1'-0"

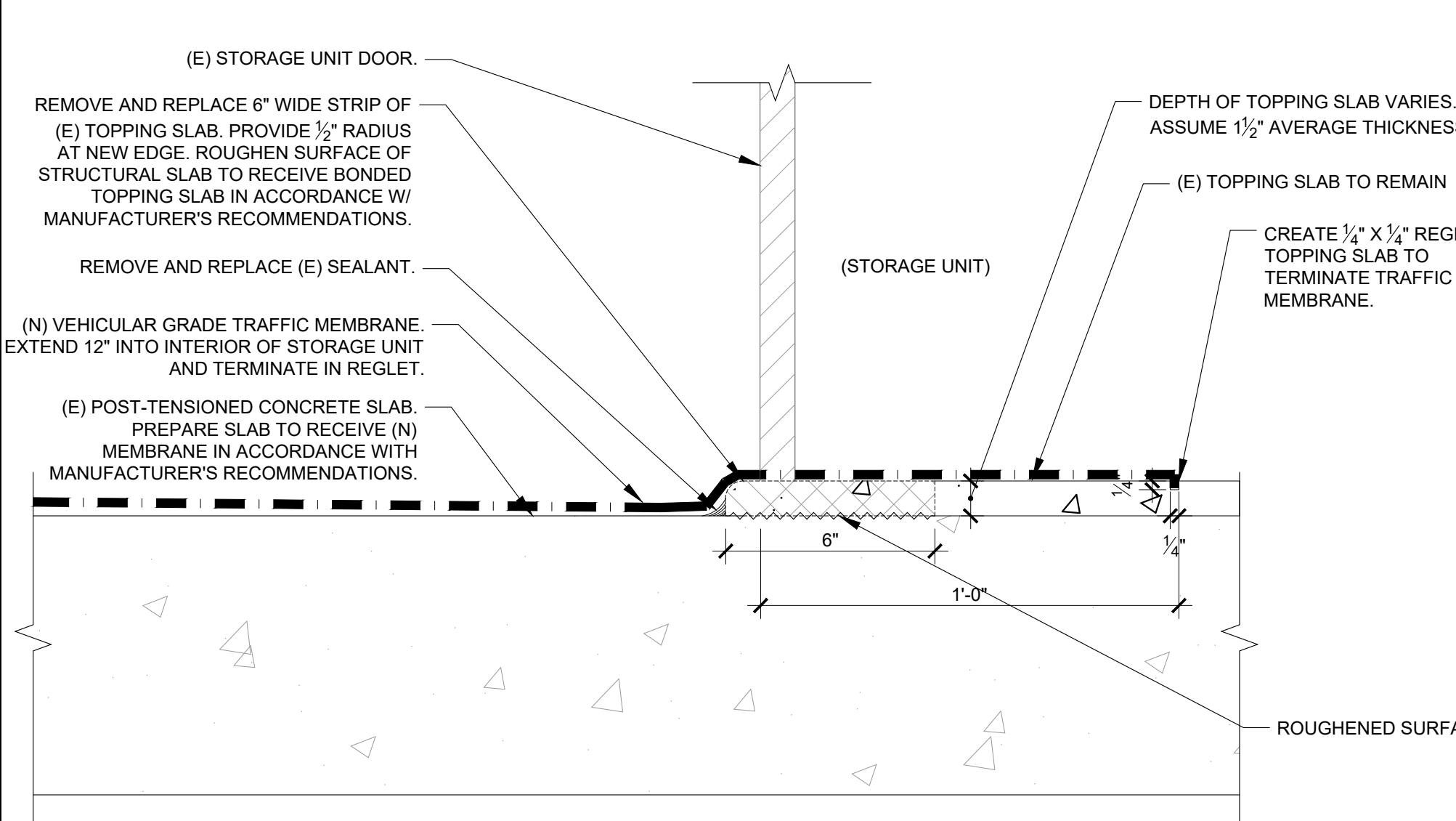
5 SHEET R-8



TRAFFIC COATING TERMINATION AT WALL OF STORAGE UNIT

SCALE: 3" = 1'-0"

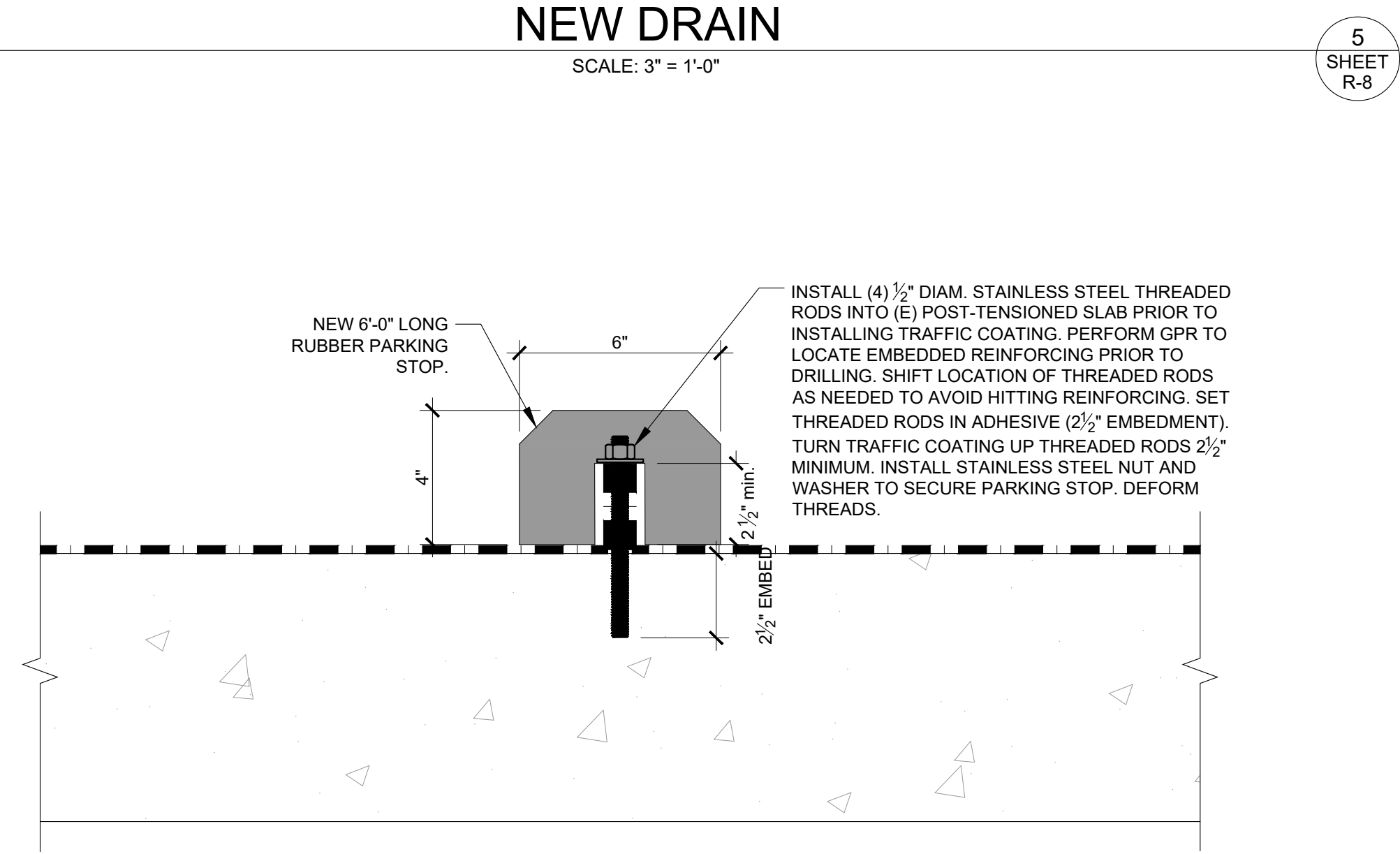
6 SHEET R-8



TRAFFIC COATING TERMINATION AND TOPPING SLAB REPAIR AT STORAGE UNIT DOOR

3" = 1'-0"

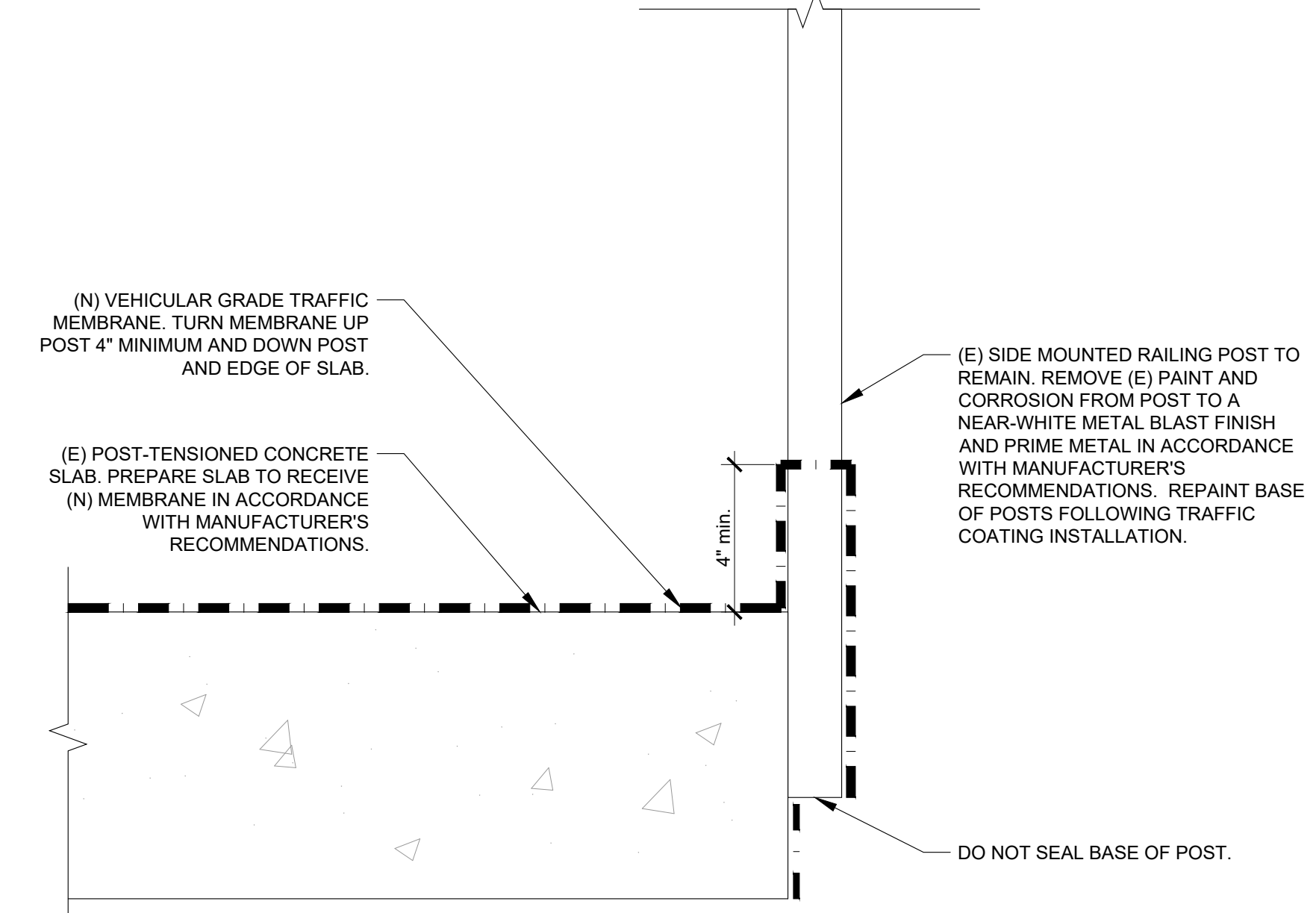
7 SHEET R-8



ANCHORAGE OF NEW PARKING STOP

SCALE: 3" = 1'-0"

8 SHEET R-8



TRAFFIC COATING TERMINATION AT SLAB EDGE

SCALE: 3" = 1'-0"

9 SHEET R-8

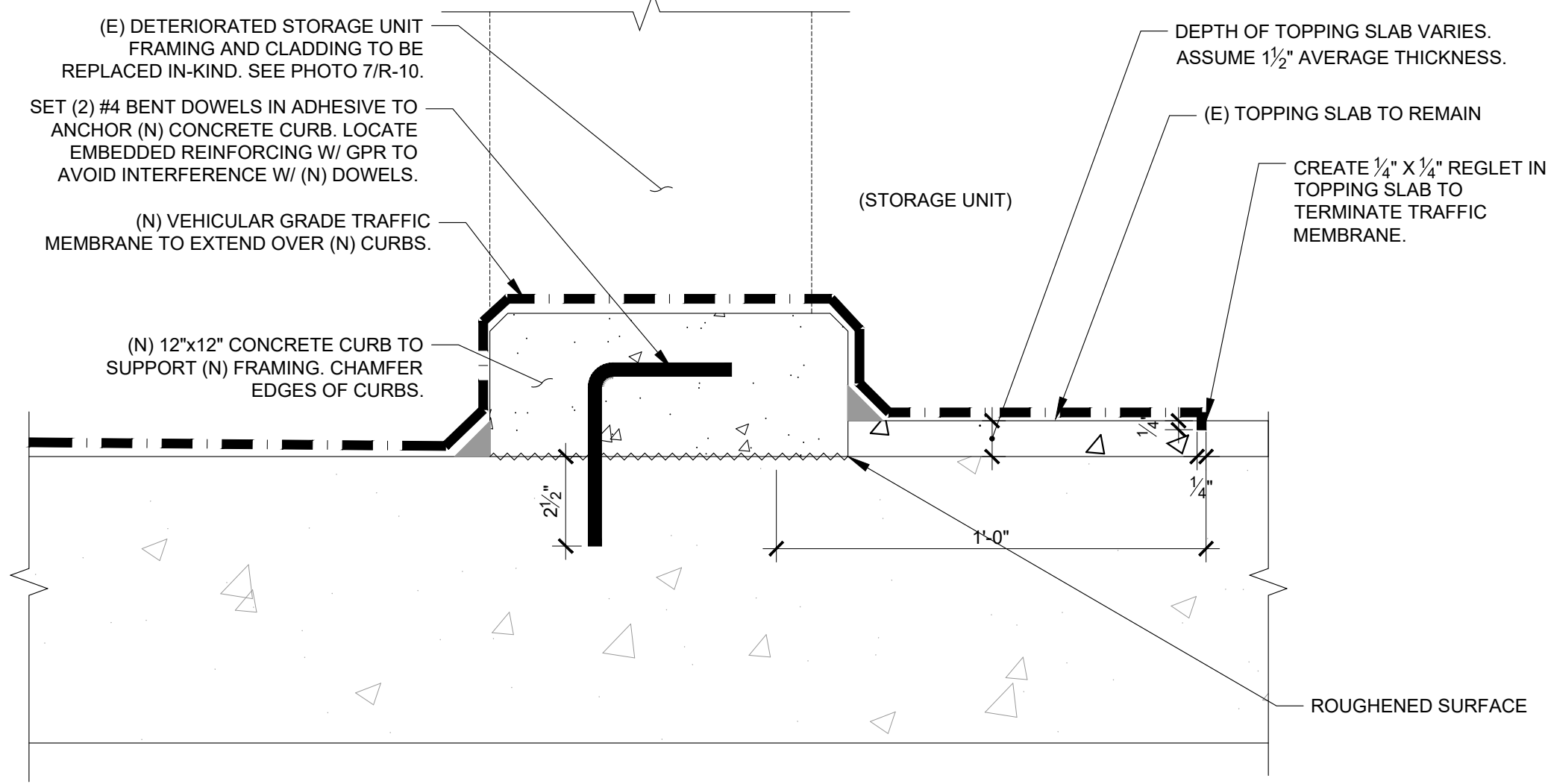
Project	PS-3 COATING AND REPAIRS AND LIMITED REPAIRS AT PS-1 THE HEATHER GARDENS
Sheet Title	TRAFFIC COATING DETAILS 1

NO.	DESCRIPTION OF REVISION	DATE
		2/23/23

FOR OWNER REVIEW

BC&E No. 22149  
Date 2/23/23  
Scale AS NOTED  
Sheet R-8

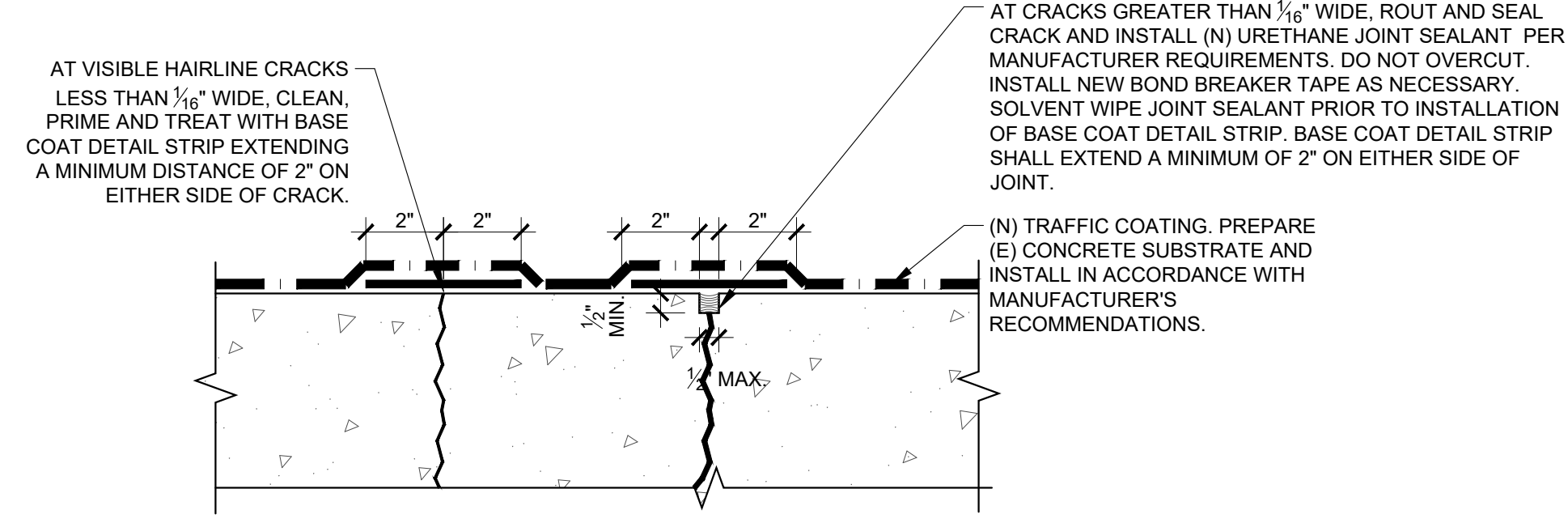
Plotted: 2/23/2023 12:26 PM by: Sonja Hinshel File Name: 22149\_PSI and PS3 Repair-MBrockman-May22-SGH-AN-21.dwg



### NEW CURBS AT STORAGE UNIT COLUMNS

SCALE: 3" = 1'-0"

1  
SHEET  
R-9



### CRACK DETAIL COAT AND ROUT AND SEAL

SCALE: 3" = 1'-0"

2  
SHEET  
R-9

Notes:  
1. DO NOT DAMAGE EXISTING REINFORCEMENT.

Plotted: 2/23/2023 12:26 PM by: Sonja Hinsh File Name: 22149\_PSI and PS3 Repair-WBrockman-May22-SGH-AN-21.dwg

Project: PS-3 COATING AND REPAIRS AND LIMITED REPAIRS AT PS-1  
THE HEATHER GARDENS

Sheet Title: TRAFFIC COATING DETAILS 2

NO.	DESCRIPTION OF REVISION	DATE

BC&E No.	22149
Date	2/23/23
Scale	AS NOTED
Sheet	R-9



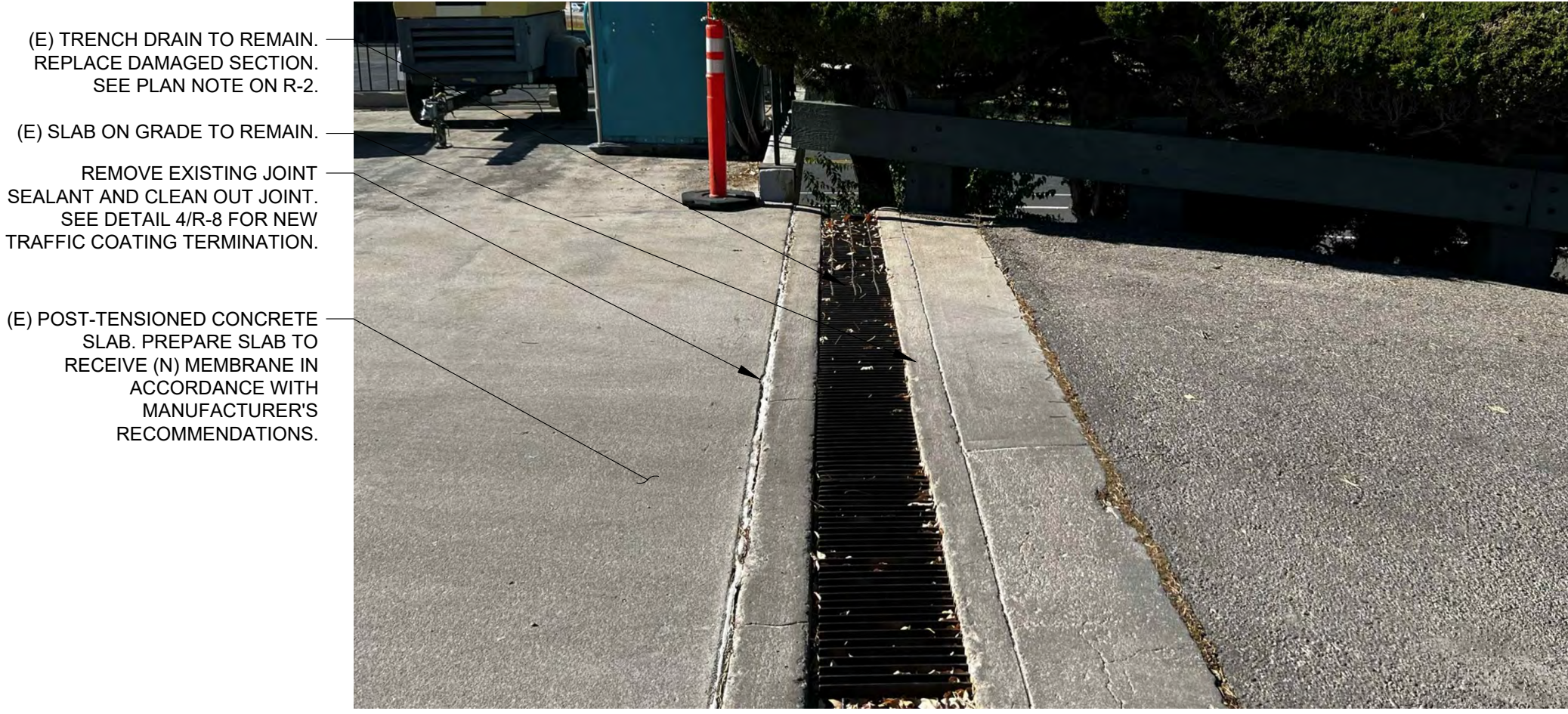
Plotted: 2/23/2023 12:26 PM by: Soraja Hinish File Name: 22149\_PSI and PS3 Repair-MBrockman-May22-SGH-AN-21.dwg



(E) PERIMETER CURB. PREPARE SUBSTRATE TO RECEIVE (N) MEMBRANE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. SEE DETAIL 2/R-8.  
(E) POST-TENSIONED CONCRETE SLAB. PREPARE SLAB TO RECEIVE (N) MEMBRANE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

**PERIMETER CURB**  
NOT TO SCALE

1  
SHEET  
R-10



(E) TRENCH DRAIN TO REMAIN. REPLACE DAMAGED SECTION. SEE PLAN NOTE ON R-2.  
(E) SLAB ON GRADE TO REMAIN. REMOVE EXISTING JOINT SEALANT AND CLEAN OUT JOINT. SEE DETAIL 4/R-8 FOR NEW TRAFFIC COATING TERMINATION.  
(E) POST-TENSIONED CONCRETE SLAB. PREPARE SLAB TO RECEIVE (N) MEMBRANE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

**EXISTING TRENCH DRAIN AT RAMP**  
NOT TO SCALE

2  
SHEET  
R-10



(E) 6" DIAM. DRAINS TO BE REMOVED AND REPLACED (TYP). SEE DETAIL 5/R-8.

**EXISTING DRAIN**  
NOT TO SCALE

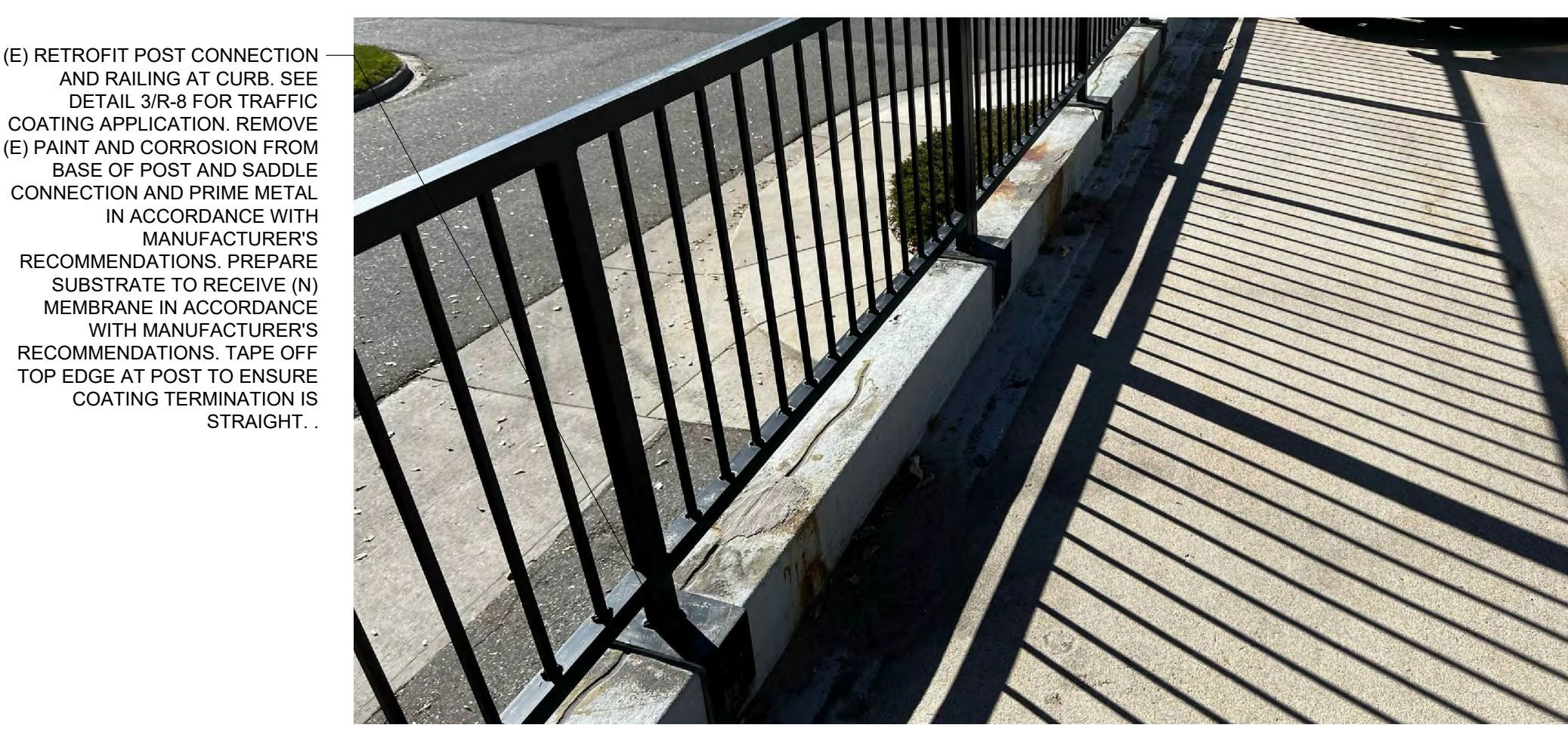
3  
SHEET  
R-10



(E) STORAGE UNIT DOOR.  
(E) CONCRETE TOPPING SLAB. REMOVE AND REPLACE 6" WIDE STRIP AT EDGE. SEE DETAIL 7/R-8.

**BASE OF GARAGE DOOR AT STORAGE UNIT**  
NOT TO SCALE

4  
SHEET  
R-10



(E) RETROFIT POST CONNECTION AND RAILING AT CURB. SEE DETAIL 3/R-8 FOR TRAFFIC COATING APPLICATION. REMOVE (E) PAINT AND CORROSION FROM BASE OF POST AND SADDLE CONNECTION AND PRIME METAL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. PREPARE SUBSTRATE TO RECEIVE (N) MEMBRANE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. TAPE OFF TOP EDGE AT POST TO ENSURE COATING TERMINATION IS STRAIGHT.

**RETROFIT POST ATTACHMENT AT PERIMETER CURB**  
NOT TO SCALE

5  
SHEET  
R-10



DETERIORATED EMBEDDED POST CONNECTION AND CURB. CUT POST WHERE DAMAGED AND REMOVE EMBEDDED PORTION DURING REPAIR OF CURB. REPAIR CONCRETE CURB IN ACCORDANCE WITH DETAILS 1&3/R-7. REATTACH POST TO MATCH EXISTING RETROFIT ATTACHMENT SIMILAR TO 5/R-10.

**DETERIORATED EMBEDDED RAILING POST**  
NOT TO SCALE

6  
SHEET  
R-10



DETERIORATED LIGHT GAUGE METAL FRAMING ADJACENT TO STORAGE UNIT DOORS (TYP). REPLACE FRAMING AND SUPPORT NEW FRAMING ON NEW 4" CONCRETE CURBS. SEE DETAIL 1/R-9.

**DETERIORATED FRAMING AT STORAGE UNITS**  
NOT TO SCALE

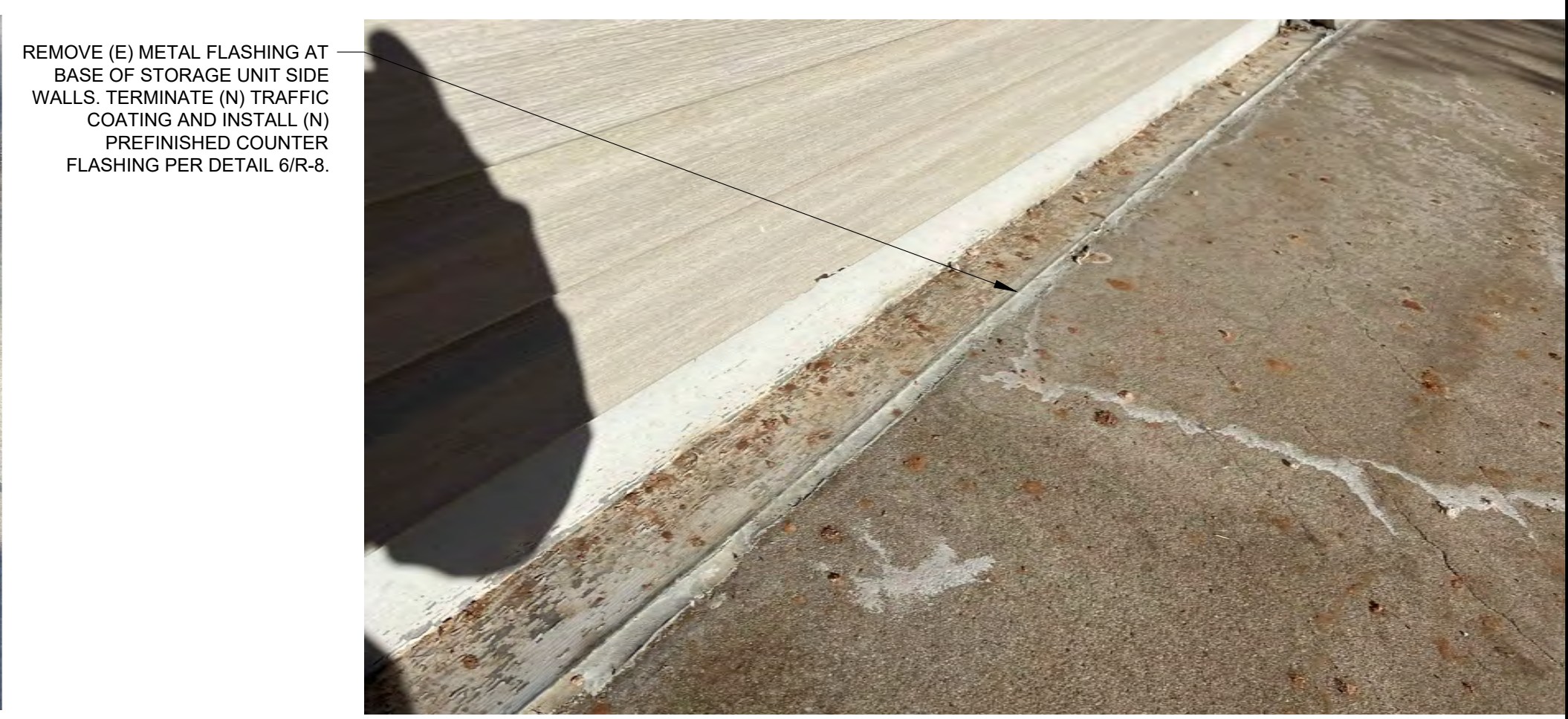
7  
SHEET  
R-10



REMOVE (E) CONCRETE PARKING STOP AND INSTALL (N) RUBBER PARKING STOP. LOCATE INSIDE FACE OF CURB 32" FROM EDGE OF SLAB. SEE DETAIL 8/R-8 FOR ANCHORAGE OF NEW PARKING STOP.

**EXISTING CONCRETE PARKING STOP**  
NOT TO SCALE

8  
SHEET  
R-10



REMOVE (E) METAL FLASHING AT BASE OF STORAGE UNIT SIDE WALLS. TERMINATE (N) TRAFFIC COATING AND INSTALL (N) PREFINISHED COUNTER FLASHING PER DETAIL 6/R-8.

**WALL AT SIDE OF STORAGE UNIT**  
NOT TO SCALE

9  
SHEET  
R-10

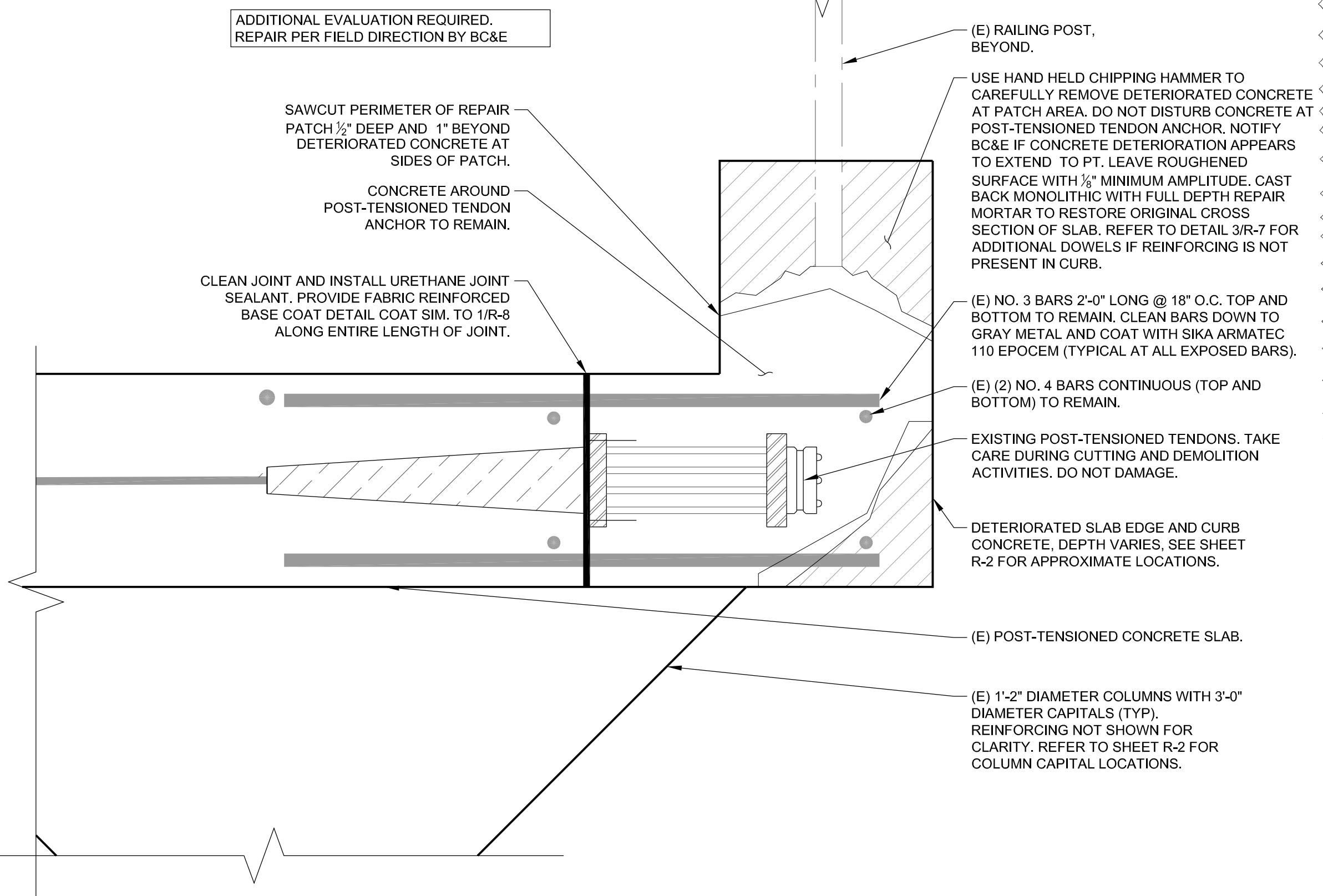
Project	THE HEATHER GARDENS
Sheet Title	PHOTOS 1
BC&E No.	22149
Date	2/23/23
Scale	AS NOTED
Sheet	R-10
NO.	DESCRIPTION OF REVISION
2/23/23	DATE
FOR OWNER REVIEW	







GENERAL NOTE:  
TRAFFIC COATING NOT SHOWN IN CONCRETE REPAIR DETAILS FOR CLARITY. REFER TO SHEETS R-8 AND R-9.



**CURB AND SLAB EDGE REPAIR**

SCALE: 3" = 1'-0"

1 SHEET R-7

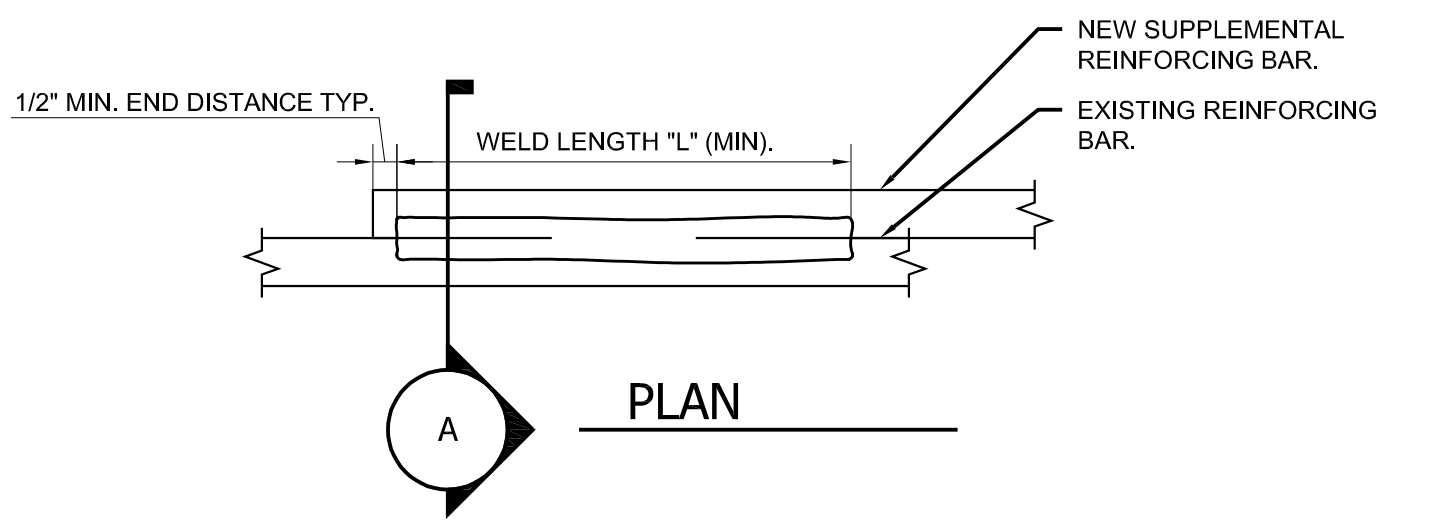


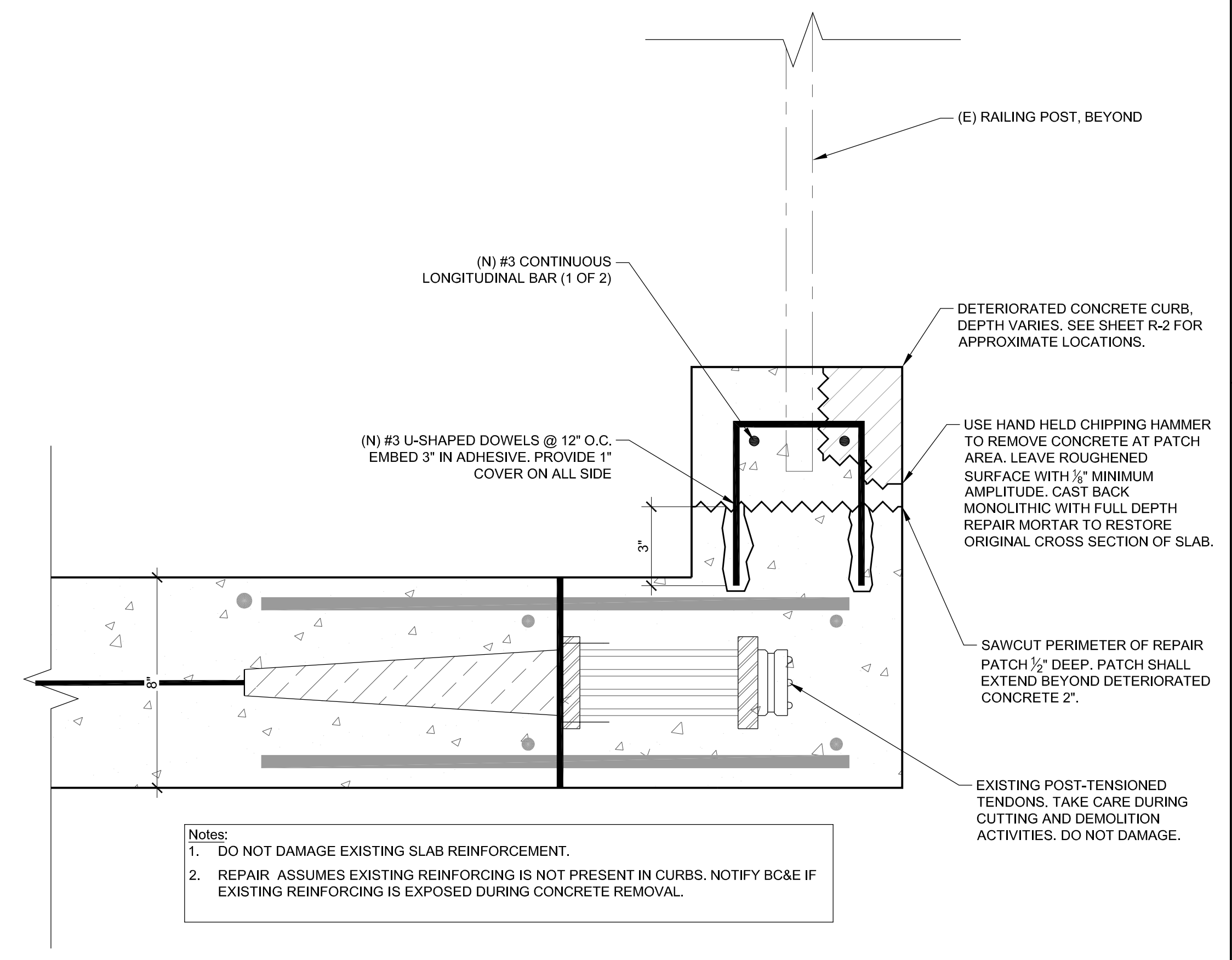
TABLE OF MINIMUM WELD LENGTHS FOR SMALLEST REINFORCING BAR

BAR	L (IN.)
#3	2.0
#4	2.5
#5	3.0
#6	3.5
#7	4.0
#8	4.5
#9	5.0
#10	5.5
#11	6.0
#14	7.5
#18	9.5

**REINFORCING BAR WELD DETAIL**

NOT TO SCALE

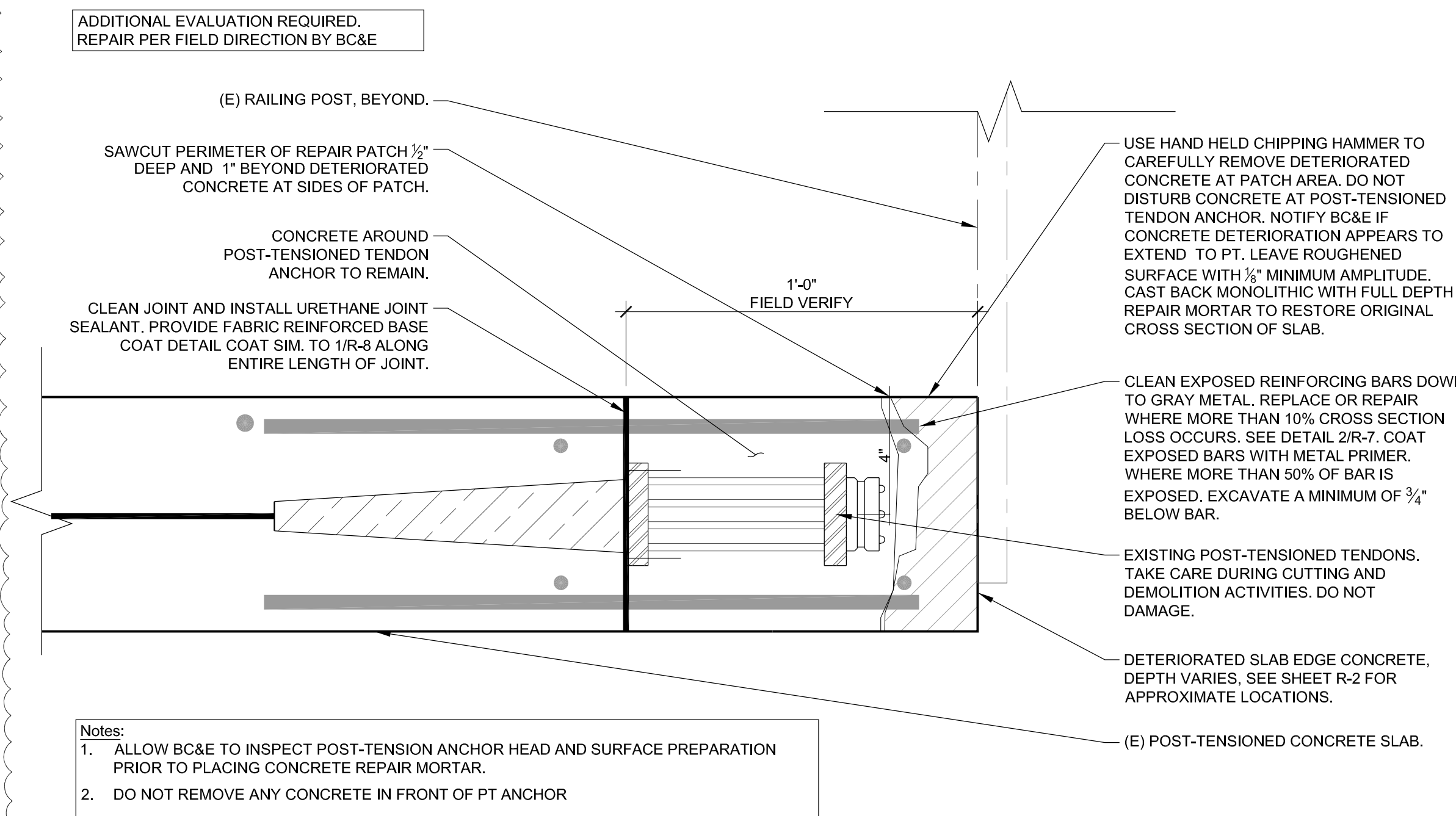
2 SHEET R-7



**CURB ONLY REPAIR**

SCALE: 3" = 1'-0"

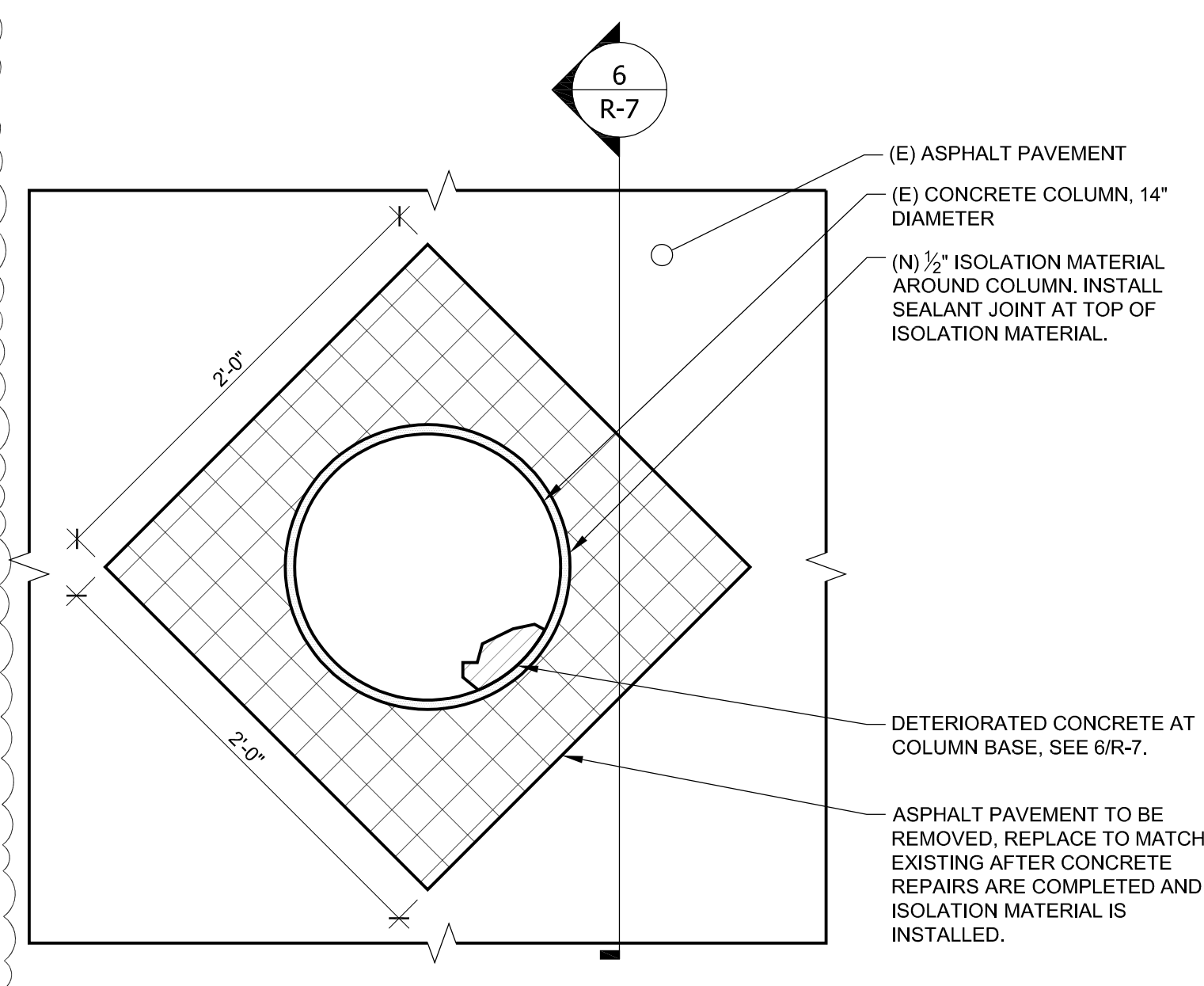
3 SHEET R-7



**SLAB EDGE REPAIR**

SCALE: 3" = 1'-0"

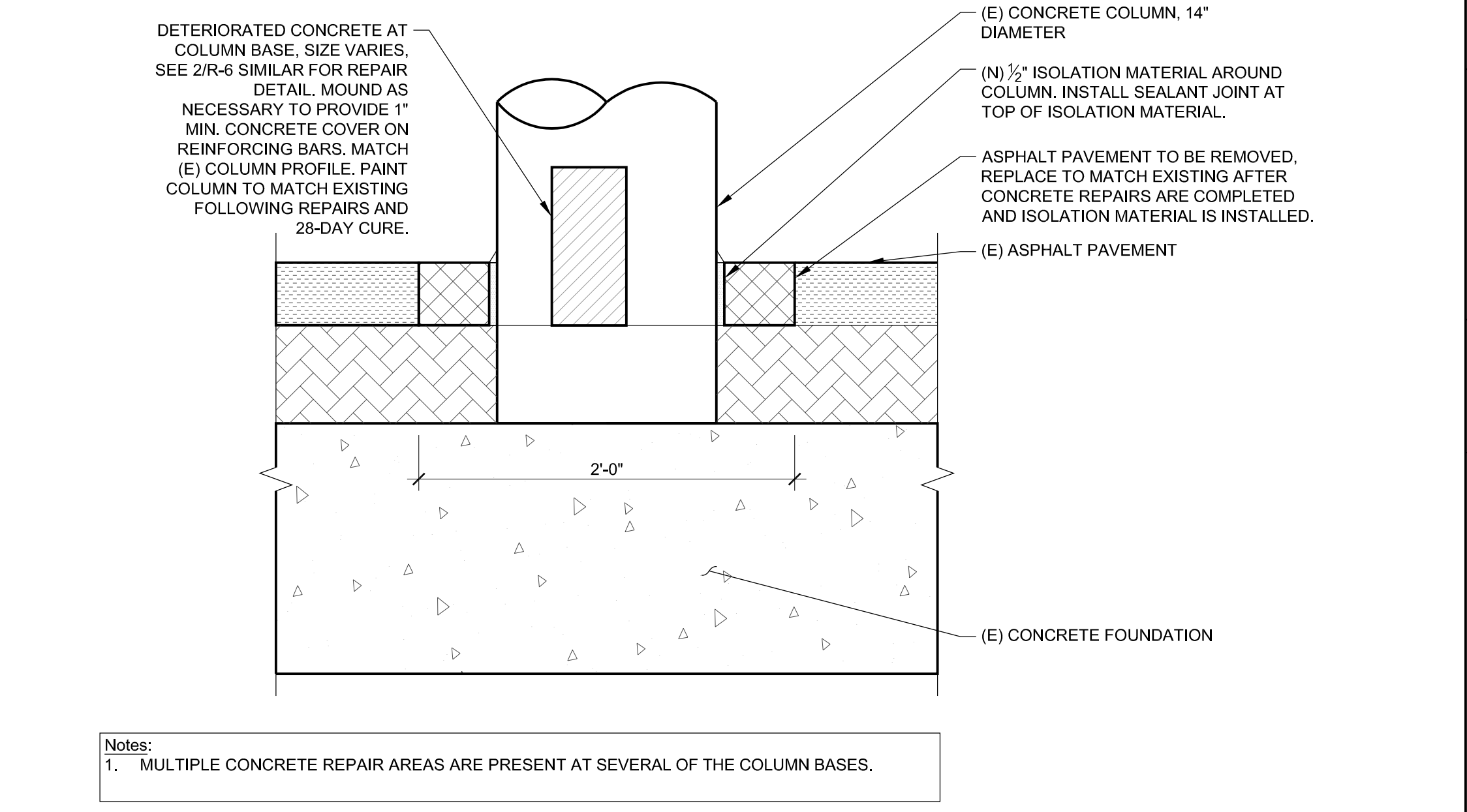
4 SHEET R-7



**BASE OF COLUMN REPAIR (PLAN VIEW)**

SCALE: 1-1/2" = 1'-0"

5 SHEET R-7



**BASE OF COLUMN REPAIR (SECTION)**

SCALE: 1-1/2" = 1'-0"

6 SHEET R-7

NO.	DATE	DESCRIPTION OF REVISION
ADDENDUM 1	06/08/23	
FOR BID	5/12/23	
FOR OWNER REVIEW	2/23/23	

BC&E No. 22149  
Date 2/23/23  
Scale AS NOTED  
Sheet R-7

Plotted: 6/8/2023 1:35 PM by: Sonja Hinish File Name: 22149 PS1 and PS3 Repair-MBrockman-May22-SGH-JAN-21.dwg

**Budget and Finance Committee**

**Date: July 17, 2023**

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**Motion: Recommend Plumbing Infrastructure – B201 Construction Management and Advisory Services**

**Project Cost: \$66,180**

Based on the recommendation of the Maintenance Committee, I move that the Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors approve the contract with Bergeman Group to provide Owners Representation and Construction Management services for pipe replacement and fire alarm installation for B201. The contract cost is \$55,150, with a change order of \$11,030 for a total cost of \$66,180. This is a budgeted line item of \$150,000.

Motion made by:	
Seconded by:	

<b>Outcome of Vote:</b>	
For:	
Against:	
Absent/Abstaining:	
Notes:	

**Rationale/Notes:** See attached Request for Capital Expense

# HEATHER GARDENS ASSOCIATION REQUEST FOR CAPITAL EXPENDITURE

PROJECT: Plumbing Infrastructure – Building 201 Construction Management and Advisory Services

DEPT: Contracts

DATE: 7/5/23

<b>BUDGET</b>	<b>Budget Amount:</b>	\$150,000	<b>Contract Amount:</b>	\$55,150
Year: 2023	Expended YTD:	\$ 0.00	Change Order Res.:	\$11,030
Tab:	Unexpended Balance:	\$ 0.00	<b>Total Project Cost:</b>	\$66,180
Page:			Add. Funds Requested:	

**DESCRIPTION:** Approve a contract with the Bergeman Group to provide owners representative/ construction management and advisory services for the Building 201 Re-pipe plumbing infrastructure project. Bergeman Group will manage the replacement of; drain, waste and vent pipe replacement, hydronic heat system piping, replacement of main sewer line, add recirculation line to all unit kitchens and baths, added washer and dryer connections to the existing 2<sup>nd</sup> story laundry room, an option for in-unit washer and dryer connections and fire alarm. Bergeman Group will develop project scopes, project strategy, secure required design professionals to develop plans and specifications, develop bid packages, assemble and manage project budget, manage the permit process, evaluate contractor bid submissions, prepare owner/ contractor contract agreements, manage and review submittals and RFI's, manage day to day construction activities with selected prime contractor and their subcontractors once construction has commenced, review change order request and monthly contractor requisitions, develop and manage project close-out and punchlist.

**JUSTIFICATION:** (Attach backup material as required)

Over the last several years the number of calls and work orders the Heather Gardens Maintenance Department has received, regarding leaking deteriorated pipes has increased drastically. The leaking pipes have caused a lot of damage to the building and in-unit walls and floors, costing Heather Gardens a lot of money to replace the damages and headache to the affected residents. Damaged pipes will become more deteriorated over time and will cause more damage, costing Heather Gardens a significant amount of money the longer we wait without an entire building re-pipe.

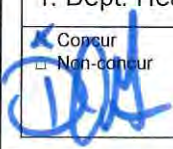
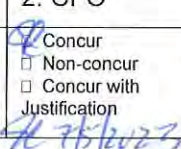
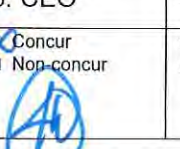
There are not a lot of companies with the experience of Bergeman Group to provide construction management and advisory services on complex plumbing and building re-pipe projects. Heather Gardens Contracts Department is requesting the board of directors waive the 3-bid requirement for the management portion of this project.

**BID COMPARISON:** (If required, summarize, or attach separate schedule.)

Bergeman Group: \$55,150.00

**RECOMMENDATION:**

The recommendation is to contract with Bergeman Group to provide Owners Representation and Construction Management services to re-pipe Building 201. The cost for Bergeman Groups service is \$55,150. We have added a 20% change order reserve in the amount of \$11,030 to cover the cost of added time needed to complete the project. This project is not to exceed \$66,180 without prior Heather Gardens Board approval.

1. Dept. Head	2. CFO	3. CEO	4. Dept. Chair	5. B&F Committee	6. HGA President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

Check: Concur, Non-concur or Concur with justification, then initial. Attach comment sheet if you like.

\*Capital expenditures, except emergency replacements and weatherproofing performed by HGA labor, are approved/ revised as follows:  
All Items require Block 1, 2 (when needed), and 3 through 8 completed.



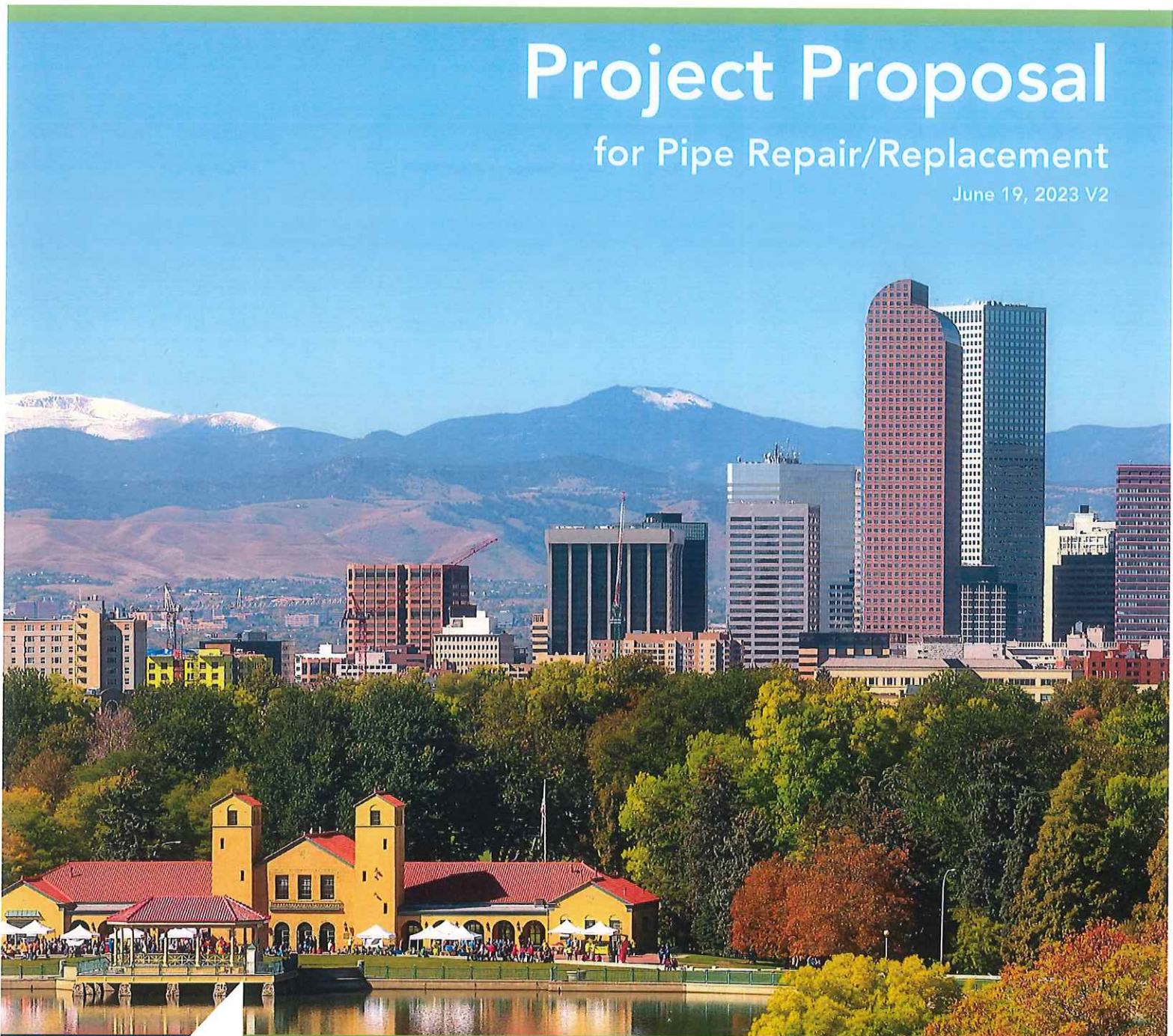


COLORADO'S TRUSTED CONSTRUCTION MANAGEMENT ADVISORS

# Project Proposal

## for Pipe Repair/Replacement

June 19, 2023 V2



Heather Gardens Association  
2888 S. Heather Gardens Way  
Aurora, Colorado 80014



June 19, 2023

Heather Gardens  
c/o Jon Howell  
Heather Gardens Association  
2888 S. Heather Gardens Way  
Aurora, Colorado 80014

**RE: RFP for Construction Management Services**

Dear Mr. Howell and Board of Directors,

We are honored that you have invited Bergeman Group to offer a construction management advisory and consulting services proposal for your planned project. We know you have a choice of consulting firms for your project needs, and we greatly appreciate the opportunity to be of service.

Every project requires a detailed assessment, tailored planning, and precise execution to ensure a successful outcome. The cornerstone of Bergeman Group's approach is our experienced-based ability to successfully integrate the many critical components and disciplines required for a successful construction project. We successfully navigate the complexities of your project, enabling you to achieve your goals. Bergeman Group delivers on our commitment to you by advocating on your behalf, guiding you through project decision points to help reduce risks and by providing critical construction intelligence enabling you to make informed decisions, giving you peace of mind.

Our approach will be tailored to your project. We will analyze your needs and establish the appropriate path to reach your goals, building a team of specialists focused on each successful phase until completion. Our extensive project experience and industry-leading team make Bergeman Group an exceptional fit for your project needs.

At Bergeman Group we are solution driven and our performance is proven. Our desire is to meet and exceed your expectations and we appreciate the opportunity to earn your business. Should you have any questions, need clarifications, or require any revisions to our proposal, please contact us.

We appreciate the opportunity and look forward to working with you.

Sincerely,  
Bergeman Group



Dana Bergeman  
CEO



Noah Sebastian  
Managing Director

**Section A**

**About Bergeman Group**

**Section B**

**Proposed Project Scope**

- Familiarity with Your Property
- Proposed Scope of Improvements

**Section C**

**Our Process**

- Programming Services
- Pre-Construction Services
- Construction Management Services

**Section D**

**Detailed Breakdown of Proposed Services**

**Stage 1: Programming**

- 1) Project Start-Up
- 2) Evaluation & Due Diligence
- 3) Define Project Program & Scope of Work

**Stage 2: Pre-Construction**

- 4) Design & Bid Documents
- 5) Competitive Bidding
- 6) Contractor Engagement
- 7) Funding & Final Budgeting
- 8) Prepare for Construction

**Stage 3: Construction**

- 9) Construction Administration

**Stage 4: Project Close-Out**

- 10) Project Close-Out

**Section E**

**Proposed Cost**

- Pre-Construction Phase Fee
- Construction Phase Fee

**Section F**

**Acceptance**

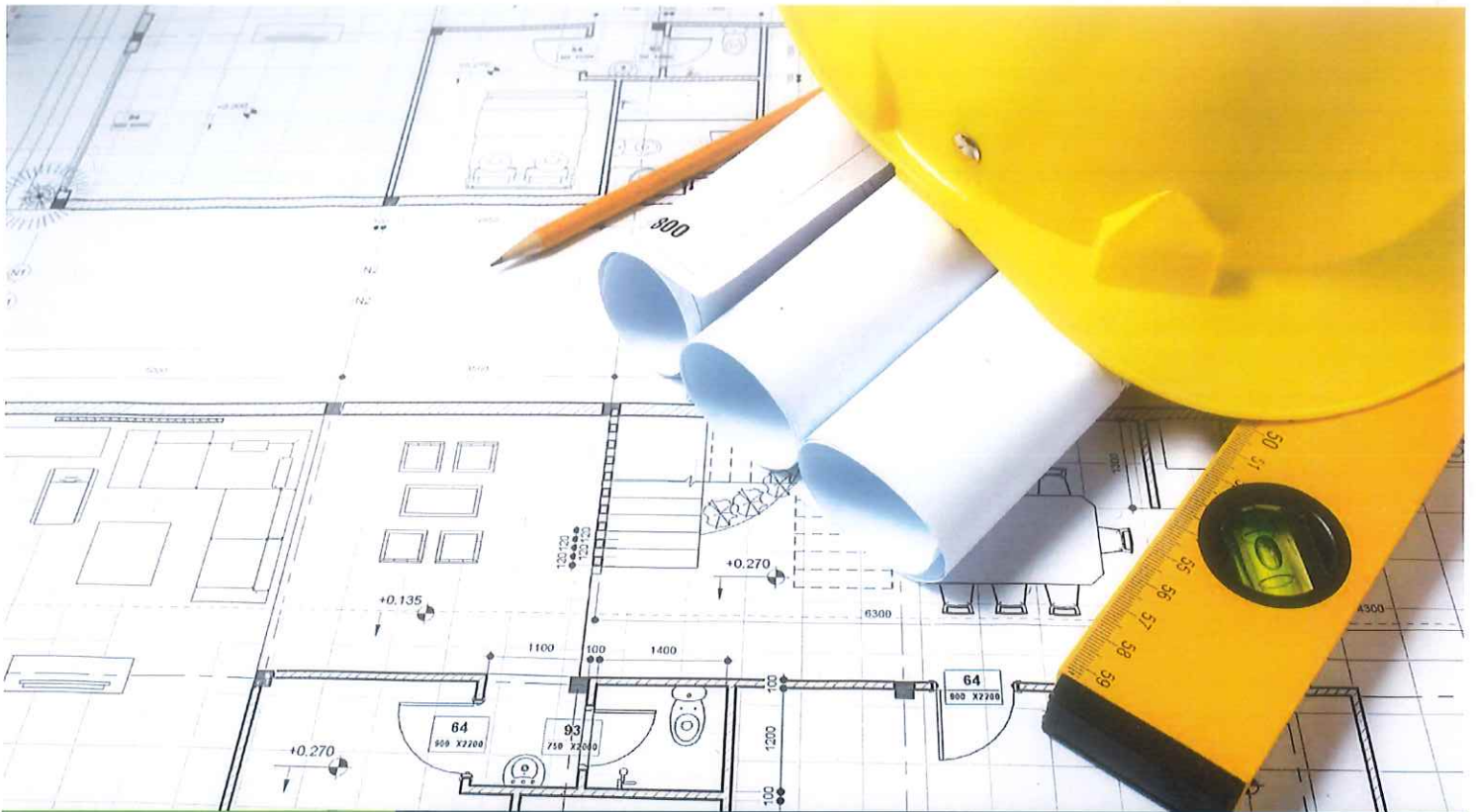
- Proposal Acceptance
- Standard Terms and Conditions

Section A



About Bergeman Group





## WE HELP

you protect your investment.

## WE ADVOCATE

on your behalf.

## WE GUIDE

you through project variables, helping you reduce risks.

## WE EDUCATE

enabling you to make informed decisions.

# Solution Driven. Performance Proven.<sup>SM</sup>

## Our Core Values.

Every project requires a detailed assessment, tailored planning, and precise execution to ensure a successful outcome. The cornerstone of Bergeman Group is our experienced-based ability to successfully integrate critical knowledge across multiple disciplines to achieve your project goals.

Bergeman Group delivers on our commitment to you by evaluating project requirements, navigating the variables, and helping you reduce your risks. Our approach is tailored to your property or project. We analyze your needs and establish the appropriate path to reach your goals, building a team of specialists focused on each successful phase until completion.

With decades of proven experience, our team provides Program Management, Project Management, Design Consulting, Litigation Consulting, Quality Monitoring and Property Development. We understand the demands of your project, advocate for your interests and help guide you to effective solutions.

We share our expertise so you can make informed decisions for any size project or property, giving you confidence and peace of mind.





## Our Services.

At Bergeman Group, we apply experience-based Construction Intelligence to all the services we offer, delivering sustainable and responsible solutions to our clients. By engaging our team on critical projects, our clients benefit from our knowledge and advocacy, positioning you for a successful project completed on time, within budget, and with reduced risk.

### **Owner Representation**

Guiding you through project variables giving you confidence & peace of mind.

### **Define Scope of Work**

Defining the actual issues and scope of work for each project.

### **Design & Project Management**

Through design, bidding, construction, and completion, we manage the entire process.

### **RFPs & Bid Packages**

Creating RFPs to send to designers, architects, engineers, and contractors, then presenting bid offerings in an apples-to-apples way.

### **Competitive Bidding**

Finding the right contractors, obtaining competitive bids, and evaluating bids and costs.

### **Construction Contracts**

Creating construction contracts that protect your interests.

### **Construction Administration**

Administering the construction phase and advocating to obtain the desired project results.

### **Quality Monitoring**

On-site observations to report on contractor performance, reduce risk, and improve quality.

### **Budget & Schedule Reporting**

Keeping the project on budget and on schedule while keeping the property occupied.

### **Pay App/Change Order Review**

Monitoring and checking contractor pay applications, and evaluating change orders, to control construction costs.

### **Close-out Packages**

Close-out packages with complete project documentation, specifications, and warranties.

### **Resolve Construction Disputes**

Our team of experts possess the skills to resolve disputes and help with construction defects.



# Company Information

## Office Locations



### Corporate Headquarters

812 Ilaniwai Street  
Honolulu, Hawaii 96813  
(808) 465-3555

### Denver Office

1610 Wynkoop Street, Suite 105  
Denver, Colorado 80202  
(720) 712-5280

### Other Regions

Orange County – (949) 669-8010  
Northern California – (650) 963-4222  
San Diego, California – (619) 639-9600  
Los Angeles, California – (213) 432-5110  
Phoenix, Arizona – (602) 767-6300  
Pacific Northwest – (971) 888-8010  
Jackson, Wyoming – (307) 264-3770

### Ownership

Dana C. Bergeman  
CEO  
Office: (808) 465-3135  
dana@bergemangroup.com

### Tax Information

Federal FEIN: 27-2927164  
Hawaii GET: W96170677-01

### Licenses

Hawaii: CT-31817  
California: 1049992  
Colorado: LIC00247581  
Arizona: ROC 335258  
Wyoming: COQ 1909

All licenses are current, valid, and in good standing.



Section B



Proposed Project Scope

## Familiarity with Your Property

<b>Property:</b>	Heather Gardens
<b>Address:</b>	2888 S. Heather Gardens Way
<b>City:</b>	Aurora
<b>State:</b>	Colorado
<b>Zip:</b>	80014
<b>Year Built:</b>	1970s and 1980s
<b>Building Management:</b>	Heather Gardens Association
<b>Association:</b>	Homeowners Association



**Number of Buildings:** 12 (4-Story) / 22 (6-Story)

**Number of Units:** 2,160

**Property Overview:** Heather Gardens is an age-restricted community of active, independent adults. It is located in the southeast metro area less than a mile from I-225, RTD's Nine-Mile light rail station, and Cherry Creek State Park and reservoir.

The community is an established, neighborly, and secure urban enclave located on 200 park-like acres enhanced by the community's golf course.

Heather Gardens sets the standard as an active adult community in Denver with exceptional home values, a 24/7 security department, superlative maintenance, and numerous recreational and social amenities. Today our senior community is fully developed with more than 2,400 housing units. There are patio homes, townhomes, and multi-story condominium buildings.

## Proposed Scope of Improvements

Bergeman Group is pleased to provide this consulting services proposal relating your upcoming capital improvement project. Based upon the preliminary information provided to us, we understand your intended scope of project work can be categorized as follows:

The community includes a total of 12, four story residential buildings and 22, six-story residential buildings. However, the Association would like to begin the pipe replacement and fire alarm projects with Building 201, a four-story structure.

### Pipe Replacement

- Drain, Waste & Vent Pipe Replacement
- Hydronic Heat System Piping
- Replacement of Main Sewer Line
- In-unit Washer and Dryer Hook-up Options
- Adding Recirculation Line to All Units (Kitchen and Bath)
- Adding Washers and Dryers to the 2<sup>nd</sup> Story Laundry Room
- Building 201
  - 4 Stories
  - 48 Units

### Fire Alarm

- Building 201

Bergeman Group will begin the project with a Unit Survey of the 48 units in Building 201 to document the current conditions and finishes.

This proposal is for Bergeman Group services only. BG will advise and assist the Association in selecting the necessary design and consulting services required for this Project. These services will be engaged directly by the Association.



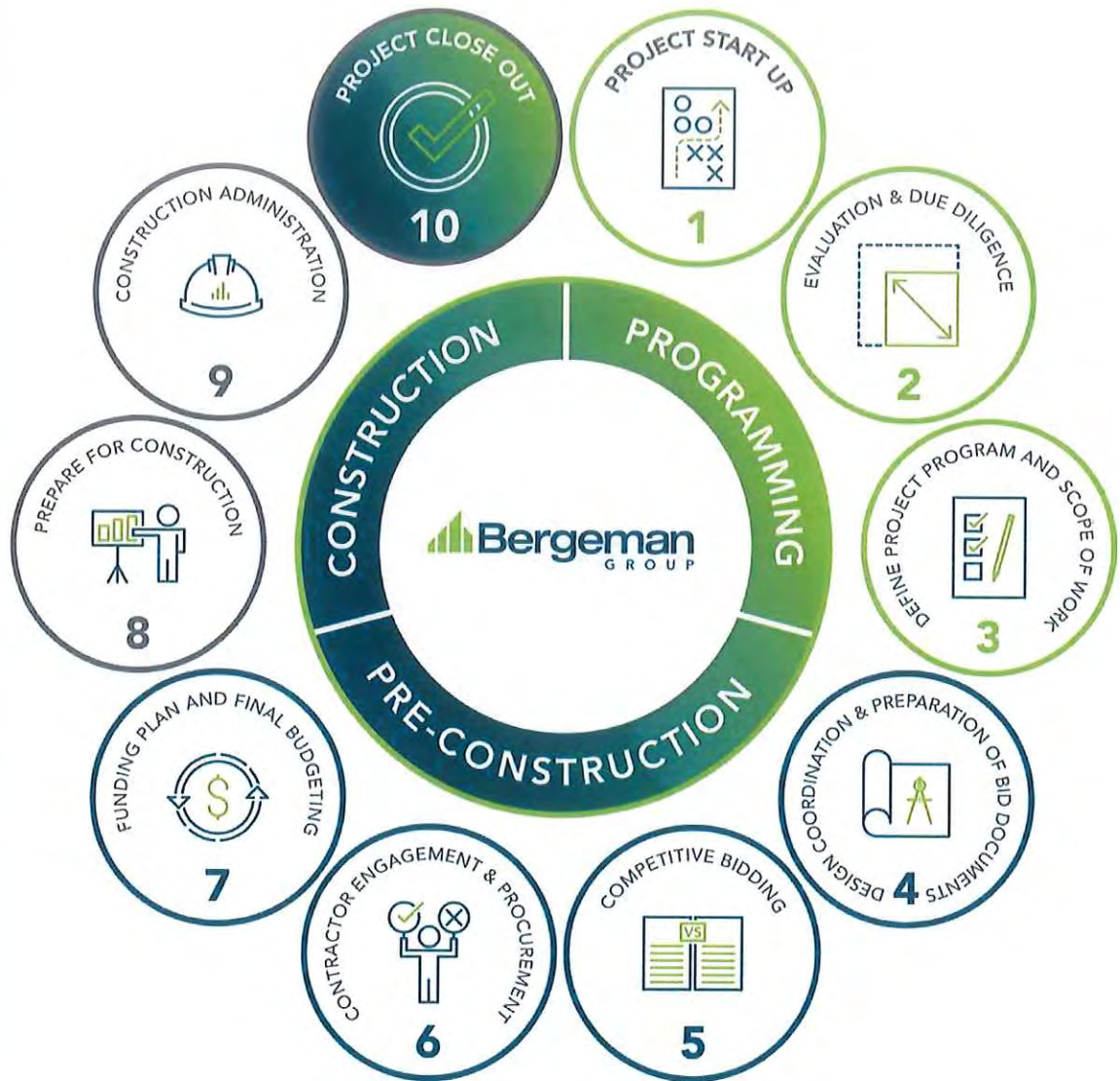
## Section C

# Our Process

## THE BERGEMAN METHOD<sup>SM</sup>

The start of our successful journey together begins with a road map to ensure we reach the intended destination in a timely and efficient manner. **The Bergeman Method<sup>SM</sup>** and our **10-Phase Approach** is a time-tested, performance-proven recipe for successful project delivery, owner representation, and construction management advisory services.

### OUR 10-PHASE APPROACH





# OUR 10 PHASE APPROACH

Bergeman Group uses a performance proven 10 Phase Approach to project and construction management. By thinking in terms of phases, we can establish that the deliverables produced at the end of each phase meet their purpose, and that project participants are prepared for the next phase.

During each phase, we will request your input and involvement. We follow this approach so that all stakeholders are informed and feel confident that the team is working to achieve your goals, giving you peace of mind.

## STAGE 01 PROGRAMMING



### 1 PROJECT START UP

The start of our successful journey begins with a road map to ensure we reach our intended destination in a timely and efficient manner. Once under contract, Bergeman Group will proceed with the pre-construction and start-up activities for your project.



### 2 EVALUATION & DUE DILIGENCE

Our team will proactively work to identify areas that may require additional research, investigation or due diligence. When requested, written reporting may be included. This phase details the elements needed to define the scope of the project or evaluate your proposed project plan.



### 3 DEFINE PROGRAM & SCOPE OF WORK

The project scope is now refined to include the features, functions and items needed to achieve your project goals. This includes documenting inclusions and exclusions to the proposed scope of work. Once complete, the project scope is presented to the decision makers for approval.

## STAGE 02 PRE-CONSTRUCTION



### 4 DESIGN & BID DOCUMENTS

If a traditional design-bid-build project delivery method is chosen, our team will orchestrate the production of plans and specifications by design professionals. If a design-build format is chosen, we will produce a design-build manual to list project requirements.



### 5 COMPETITIVE BIDDING

During the bidding phase, we work with prospective contractors to obtain apples-to-apples bid offerings for the proposed scope of work. By thoroughly vetting and critiquing each bid, we advocate on your behalf by ensuring each bid meets project requirements.



### 6 CONTRACTOR ENGAGEMENT

After reviewing and analyzing the contractors' competitive bids, we organize and present them for your review. Once you select a contractor, we will coordinate with your key decision makers to develop an Owner-Contractor Agreement and negotiate the terms with the contractor.



### 7 FUNDING AND FINAL BUDGETING

Once a contractor is engaged, we assemble an updated project budget reflecting the final schedule of values. We use this budget to monitor the contractor's performance and provide budget updates, assisting with cash flow forecasting. We can also compile and present to you a list of funding options to help you fund your project.





## STAGE 03 CONSTRUCTION

## STAGE 04 PROJECT CLOSEOUT



### 8 PREPARE FOR CONSTRUCTION

We lead the project team prior to starting construction by confirming items such as permits, bonds, funding authorizations, required notices, meetings and owner communications have been completed before issuing Notice to Proceed allowing the contractor to start the work.



### 9 CONSTRUCTION

We act as your representative, advocating for you during the construction phase. Our team monitors the construction budget, project details, the contractors' progress, quality and overall performance. During construction, we strive to minimize the inconveniences often associated with construction activities.



### 10 CLOSE-OUT

Upon project completion, we provide a record of the project, including key documents, drawings, specifications, the final budget, and applicable warranties and guarantees from the contractor. We also provide a brief satisfaction survey for you to share feedback about our performance.



At Bergeman Group, we apply our Construction Management experience to all the services that we offer, delivering sustainable and responsible solutions to our clients. By engaging our team on critical projects, our clients benefit from our knowledge and advocacy, positioning them for a successful project.

## Section D

A dark blue decorative graphic consisting of a solid rectangle on the left and three vertical lines of varying heights on the right, resembling a stylized staircase or bar chart.

# Breakdown of Proposed Services





## Programming Services

### Phase 1: Project Start-Up

*Our role as the CM-Advisor and Owner's Representative is to establish and provide continuity for the project and to represent your interests. The scope of our programming and pre-construction services proposed for your project can generally be broken down as follows:*

#### **Review Available Documents**

Bergeman Group will review and analyze project-related documents provided by the Association to gather information and help ascertain current project and building status.

#### **Familiarization with Project Site**

Bergeman Group will conduct a preliminary site visit to allow for a general familiarization of the property, to develop an initial understanding of the areas proposed for construction or repair, and to better comprehend the various concerns known to exist. Our site visit will allow us to better communicate with the design team, tenants, and further enable us to make recommendations to the Association for project approach.





## Programming Services

### Phase 2: Evaluation & Due Diligence

#### Condition Assessment

Bergeman Group will begin the project with a Unit Survey of the 48 units in Building 201 to document the current conditions and finishes at the project site to assist the Association with defining the scope of work and to ascertain the extent of repairs. We will use the information gathered to develop a project direction, commonly referred to as the Owner's Program, and to engage the design professionals needed to develop bid and permit documents for your project.

For purposes of evaluating concealed conditions where destructive means are necessary to access the existing conditions, Bergeman Group will advise when it is necessary to engage a contractor to assist with testing and evaluation of existing building components. The cost of contractor services to assist with evaluation of concealed conditions is not included in this proposal.



## Programming Services

### Phase 3: Define Program & Scope of Work

#### PHASE 3: DEFINE PROGRAM & SCOPE OF WORK

#### **Determine Scope Inclusions & Extent of Repairs**

Bergeman Group will work with the Association Board to determine the scope inclusions and the extent of repairs to be completed. The Association's repair program and scope of work (commonly referred to as the "Owner's Program") will be refined to include the features and items needed to achieve your project goals.

#### **Develop Project Strategy**

We will assist the Association on deciding three (3) important operational choices that will shape and define the responsibilities and cost calculation formulas for prospective contractors and the project. The Association must decide on the following elements:

- Project delivery method
- Procurement method
- Contracting model





## Pre-Construction Services

### Phase 4: Design & Bid Documents

#### Secure Needed Design Professionals

Bergeman Group will assist you with engaging the architectural, engineering, and other specialists required to develop plans and specifications (collectively “bid and permit documents”) which are needed for project bidding and to obtain building permits, if required. We recommend that the Association engage these parties directly. However, as an option, if requested by the Association, Bergeman Group can engage the necessary team member directly as sub-consultants at an additional expense.

#### Plans & Specifications

Bergeman Group will coordinate the production of plans and specifications by design professionals such as architects and engineers engaged by the Association, or as indicated above, upon request can be engaged directly by Bergeman Group. The bid and permit documents will be based upon the scope inclusions and extent of repairs defined by the Association and Owner’s Program. Bid and permit documents are needed for four (4) primary purposes:

- I. Definition of Scope: Bid and permit documents are essential in defining the scope of work for contractors, including scope inclusions, exclusions, limitations, the types of products to be used and other important considerations such as defining the warranties and guarantees required of the contractor upon completion of the work.
- II. Development of Bid Packages: Bid packages are a collection of applicable portions of the bid and permit documents, together with other relevant project information, crafted into packages suitable for bidding by prospective contractors as defined by the Owner’s program and bid strategy.
- III. Bidding Accuracy: To obtain apples-to-apples bid comparisons, prospective contractors must be required to bid upon the same scope of work. Bid and permit documents define that scope and result in more accurate bid results from prospective contractors.
- IV. Permitting: The types of repairs and improvements you are embarking upon are required by law to be permitted. The bid and permit documents produced by the design professionals on the project team are required by the local building department to obtain a building permit.





## Pre-Construction Services

### Phase 5: Competitive Bidding

During the bidding phase of your project, we work to obtain apples-to-apples bid offerings for the proposed scope of work from prospective contractor.

### Preparation of Bid Packages

Once the Bid and Permit Documents for the project are complete, Bergeman Group will produce bid packages, inclusive of plans and specifications from design professionals if applicable, for each scope of work. These bid packages are used to guide prospective bidders and are the basis for how prospective bidders are to assemble cost data and provide their bid offering. Bergeman Group's bid packages will include:

- Invitations to Bid.
- Bidding Instructions.
- Bid Form Requirements.
- Detailed Bid Breakdown Analysis Requirements.
- Insurance Requirements.
- Warranty Requirements.
- Sample Owner-Contractor Agreement.

### Bid Walk with Prospective Contractors

Members of the Bergeman Group team will conduct a "bid walk" to introduce prospective contractors to the project and answer questions about the project and property.

### Bid Coordination and Preparation of Bid Addendum

As a part of Bergeman Group's scope of services, and in collaboration with the design professionals, we will assist with bid phase coordination efforts including:

- Coordinate and respond to bidder requests for clarifications.
- Issue bid addendum and supplemental information as needed.

### Evaluate Contractor Bid Submissions

Bergeman Group views bid analysis as a critical task. By examining and critiquing contractor bids we're able to reduce the chance of mistakes by the bidders, which reduces the likelihood of costly and unnecessary change orders. Bergeman Group will review contractor bids or negotiated proposals including proposed subcontractors, provide a detailed analysis of bids received, and provide our recommendations to the Association.

### Bid Review Meeting

After thoroughly vetting and analyzing the contractor's competitive bid offerings and assembling our detailed bid breakdown analysis for Association review, we will schedule and conduct a bid review meeting to present and review the bids to the Association Board and other authorized stakeholders.



## Pre-Construction Services

### Phase 6: Contractor Engagement

#### **Preparation of Owner-Contractor Agreements**

Once a contractor has been selected by the Association, Bergeman Group will develop an AIA Owner-Contractor Agreement for each project or bid package awarded and negotiate the terms of the agreement with the selected contractor. Bergeman Group has worked with numerous attorneys in developing contracts on past projects and we follow industry-recognized best practices in developing these agreements.

Developing an Owner-Contractor agreement is a team effort requiring input from multiple perspectives and several different disciplines. For this reason, we strongly recommend that the Association's attorney review the final AIA documents before execution.

#### **Validate Insurance and Bonding Requirements**

As a part of assembling the Owner-Contractor Agreement between the Association and the contractor or contractors of your choosing, our team will verify that the planned insurance, performance and payment bond, liquidated damages, and other contract provisions meet your expectations.





## Pre-Construction Services

### Phase 7: Funding & Final Budgeting

#### **Procure Project Funding (Optional: Not Included in this Proposal)**

Bergeman Group collaborates with numerous lending institutions to assist our clients with obtaining the funding needed to plan, design, and build their projects. Our experience working with lenders and understanding of the Association financing and loan approval process makes us an excellent choice to assist you with this effort. As an optional service, Bergeman Group will assist you in obtaining project financing to complete your proposed improvements.

#### **Finalize & Approve Construction Budget**

Once bids are received, a contractor is selected, and an Owner-Contractor Agreement has been executed, we will assemble an updated project budget for your approval prior to the start of construction. Upon approval, this budget will become the tool our team uses to monitor the contractor's financial performance, enabling us to provide the Association with budget updates for use at your monthly Association meetings.





## Pre-Construction Services

### Phase 8: Prepare for Construction

#### PHASE 8: PREPARE FOR CONSTRUCTION

#### **Attendance at Association Meetings**

Associations conduct monthly board meetings, yearly annual meetings, and often periodic committee meetings to accomplish and implement the day-to-day business of the Association. It is at these meetings where project issues are discussed, ideas are vetted, decisions are made, and project direction is established. As a part of our services, Bergeman Group will attend Association meetings to present current data and discuss ongoing project work.

#### **Town Hall Presentations**

A highly effective communication tool used by Bergeman Group is establishing and conducting community-based Town Hall Meetings. Our Town Hall Meetings are open to all owners and tenants in your building. These informational meetings are held by Bergeman Group at critical junctures and are designed to not only help with occupant and owner "buy-in," but to also ease anxiety surrounding a project, providing owners and tenant's peace of mind. As a part of our services, Bergeman Group will conduct a Town Hall Meeting to present information to the owners about the project, answer their questions, and review the impact of the work on their residence. For larger projects, we highly recommend that the Association's other advisors such as your attorney and insurance agent also attend these meetings to provide input and expertise.

#### **PowerPoint for Town Hall Presentation**

Bergeman Group will create a PowerPoint presentation for use during our Town Hall Meeting to present the Associations plan for your upcoming capital improvement project. This digital format is an effective means of communicating visually the various aspects of the project.

#### **Develop & Maintain Project Specific Website**

Bergeman Group will create a project-specific website for owners and residents to track and view each stage of the capital improvement project. The site will be password protected and only available to those authorized owners and residents who have registered.

#### **Install Project Information Centers**

Keeping owners and residents informed of how a capital improvement project in their building or individual unit will affect them is of utmost importance. To that end, a specific location in a common area is designated as the project's information center, where owners and residents can view the latest information about the project. Traditionally, a bulletin board is installed to display any pertinent project schedules and/or notices. If a bulletin board already exists, we ask that a certain section be assigned to post these notices.





## Pre-Construction Services

### Phase 8: Prepare for Construction

#### PHASE 8: PREPARE FOR CONSTRUCTION

#### **Verify Final Contractor Construction Schedule**

Before construction begins, Bergeman Group meets with the owner's contractor(s) to verify the final construction schedule. We will inform the Association if any changes or adjustments to the previously agreed-upon schedule are found and make appropriate recommendations, if needed.

#### **Establish OAC Meeting Schedules**

Scheduled Owner-Architect-Contractor (OAC) meetings provide an important opportunity for design and construction professionals to track and review the progress of a project, noting questionable issues or conditions that warrant discussion in the meeting. These meetings help to make sure that the architect and the contractor are on the same page throughout the project timeline. They also help reduce the number of unnecessary RFI's, which are time consuming and can cause delays in the project.

#### **Obtain Performance Bonds & Permits**

License and permit bonds are a type of commercial surety bonds required of many business industries. Federal, state and local government agencies require business owners in their respective industries to purchase license and permit bonds before they can be issued a license or a permit for certain types of work. Our team monitors that contractors working on a project obtain the required performance bonds and permits necessary for the completion of the project.

#### **Issue Notice to Proceed**

A Notice to Proceed (NTP) is a notification letter indicating that performance should begin under a construction contract. Any party that has hired another party on the project (be it an owner hiring a contractor, a contractor hiring a subcontractor, etc.) might utilize an NTP to indicate the recipient should start their work. This notice provides a clean, crystal-clear indication of when a particular party's project work begins. That party's performance time starts from the date indicated in the NTP document.



## Construction Services

### Phase 9: Construction Administration

#### Owner's Representative & CM-Advisor

Bergeman Group will act as the Owner's Representative and liaison with the contractor advising the Association on the contractor's progress.

Before proceeding with construction activities, our team will evaluate the preparatory work of the contractor to validate that pre-construction activities are complete, enabling the Contractor to commence with construction. Once an NTP with construction has been authorized by the Association, Bergeman Group will issue the NTP to the contractor, and thereafter, act as the Association's representative throughout the construction phase of the project, advocating on your behalf and helping to protect your investment.

As your CM-Advisor, we will conduct regular Construction Coordination Meetings ("OAC Meetings") to promote effective coordination and communication amongst the parties during the construction phase.

#### Project & Association Communication

As a part of our construction phase duties, we will provide monthly progress updates to the Association Board including:

- Communicate project issues to the Association Board
- Maintain a register of project issues and assist with resolution
- Act as the contract administrator for the Owner-Contractor Agreement
- Act as the "initial decision maker" as defined by the American Institute of Architects for any disputes that may arise with the contractor
- Provide consulting advice to the Association Board on project matters
- Coordinate project issues with your property management agent
- Provide a reasonable level of coordination with unit owners and tenants
- Provide general updates via postings in common areas
- Update our project-specific website (if applicable)
- Maintain appropriate project documentation





## Construction Services

### Phase 9: Construction Administration

#### Construction Schedule

As your construction manager, Bergeman Group will be responsible for monitoring and reporting on the contractor's construction schedule and for coordinating with the contractor and design professionals as needed to periodically update the project schedule and communicate progress to the Association, homeowners, and residents. Bergeman Group will similarly coordinate with various parties, in terms of adhering to the agreed to project schedules, and making recommendations for adjustments or recovery, as required.

We will monitor the procurement of long-lead time items and review procurement schedules for long-lead items prepared by the contractor to reduce the scheduling risks. In the event we discover concerns relating to the contractor's procurement plan or construction schedule, we will provide recommendations for corrective action and act upon any directive received from the Association.

#### Construction Budget

During the project, Bergeman Group will be tasked with monitoring the budget for construction, and for providing regular budget updates to the Association. We will be responsible for maintaining and updating the project budget utilizing an appropriate accounting form, spreadsheet, or software. The accounting shall include all construction costs, inclusive of change orders.

#### Assembly & Certification of Funding Draw Requests

Most lenders now require that a construction manager assemble, certify, and submit to the lender a report of the work prior to disbursing funds. This is commonly referred to as a draw request or disbursement request. A draw request is a collection of documents meant to provide confirmation to the lender that the work included within each draw request has been completed by the contractor and that loan funds are being used as intended. As a part of our duties, Bergeman Group will assemble and certify draw requests are required by the Associations lender. Upon certification of a draw request by Bergeman Group and authorization to release funds by the Association, we will provide the completed and authenticated disbursement request package to your lender or property manager, supporting the release of project funds as authorized.

#### Contractor Applications for Payment

Bergeman Group will be responsible for receiving, analyzing, and processing contractor applications for payment and forward same to Association with a recommendation for action, including amount due, adjustments to the payment application and any bases for withholding payment. Included shall be collecting partial or conditional release of lien as applicable from the contractor with each Application for Payment.





## Construction Services

### Phase 9: Construction Administration

#### Change Requests & Change Orders

As a part of our duties Bergeman Group will receive and review contractor requested change orders or claims related to the project. We will use our expertise and knowledge to evaluate the appropriateness and reasonableness of proposed change orders and their associated costs and will make recommendations to the Association regarding the approval or rejection of any change orders proposed by the contractor. Where required and appropriate Bergeman Group will coordinate with the design professionals, advise the Owner of the design professional's recommendations and act upon any directive received from the Owner with respect to change orders.

#### Product Submittals

Submittals typically consist of shop drawings, material data sheets, samples, and product data which are used primarily for construction managers, architects, and engineers to determine the products a contractor proposes to use and install on the project and give the Association the opportunity to select colors and patterns that were not chosen prior to completion of the design and permit documents. Bergeman Group will process and track contractor submittals, receive and review the design professionals' recommendations regarding contractor submittals, provide accompanying recommendations to the Association, and act upon any submittal-related directive received from the Association.

#### Requests for Information (RFI)

Requests for information (RFIs) are used to clarify uncertainties, fill in gaps in information found in the project specifications, plans, contracts, or other project documents and to generally seek direction with unanswered project questions. Bergeman Group will process and track contractor RFIs, receive and review the design professionals' recommendations regarding RFIs, provide associated recommendations to the Association and act upon any RFI-related directive received from the Association.



## Construction Services

### Phase 9: Construction Administration

#### Effective Communication with Owners & Tenants

As a specialist in Association projects, Bergeman Group understands that coordination and communication with the homeowners and tenants is essential. As a part of our homeowner coordination and communication services, we will:

- Communicate scheduling information to the Homeowners
- Verify the contractor provides notices as required
- Respond to homeowner inquiries and questions
- Verify that contractor personnel are courteous, clean and polite
- Act as the primary vehicle for communications with individual unit owners and tenants
- Prepare project notices that will be posted at various locations throughout the project, including in a centralized Project Information Center.
- Advise homeowners of the status and scheduling for various repairs
- Assist the contractor with scheduling temporary shutoffs, etc.
- Act as a liaison for owners and tenants, giving them confidence and peace of mind.

#### Informational Sessions During Construction

Like the Town Hall Meetings used by Bergeman Group during the pre-construction stage, but for smaller group, we will hold on-property or web-based informational sessions for subsets of specific owners and tenants to learn about construction progress and ask questions of the contractor prior to the work in their dwelling units starting. These meetings are typically much smaller than town hall meetings and are held periodically throughout the course of construction to keep specific owners and residents informed about work effecting only their units or stacks of units.





## Construction Services

### Phase 9: Construction Administration

#### Report on Contractor Workmanship

Regardless of how perfect the preparation, most defects and project problems occur during the construction phase. Bergeman Group will periodically visit the project site to observe and report on the contractor's workmanship, progress, and approximate amount of repair completed, and to check for overall compliance with the contract and construction documents.

Though construction risks can never fully be eliminated, field observations and reporting are helpful in reducing the likelihood of errors by the contractor. When onsite at the project any deviations or contractor errors we discover will be reported to the Association, the design professionals, and the contractor, including notice to the contractor that they must take corrective action. A log of open contractor workman issues will be developed and tracked to obtain corrective action from the contractor for any open issues identified.

Given the importance of monitoring the contractors work in the field, we will provide the Association with options for expanded monitoring and reporting services. These options are included in the pricing section of this proposal.

#### Correction of Work by the Contractor

We will receive and review all notices of defects in the work prepared by the design professionals or governmental authorities, provide recommendations to the Association and act upon any directive received from the Association with respect to contractor errors.

In conjunction with the design professionals', we will advise and provide a recommendation to the Association regarding any work that may need to be uncovered for evaluation, and act upon any directive received from the Owner including directing the contractor to uncover work for evaluation.

We will receive and review the design professionals' recommendations regarding needed testing or evaluation procedures for the work, provide recommendations to the Owner and act upon any directive received from the Owner including communicating Owner's approval to the design professional.



## Construction Services

### Phase 10: Project Close-out

#### Substantial Completion

Bergeman Group will participate in examining the work with the design professionals to determine whether Substantial Completion has been achieved by contractor and assist in preparation of list of items ("punch list") to be completed or corrected to achieve Final Completion.

We will receive and review the contractor's proposed certificate of Substantial Completion, provide recommendation to Owner and act upon any directive received from the Owner including communicating Owner's approval.

#### Demobilization & Final Completion

At the conclusion of the repairs after the contractor has achieved Final Completion, Bergeman Group will assemble the final project management documents for the Association in a Project Close-Out package and provide the documents to the Association. The Project close out package will include:

- The final updated budget and associated payment information
- Copies of all change orders, clarifications, and summary repair costs
- Copies of drawings developed for the project
- Applicable warranties and guarantees required of the contractor
- Key correspondences and records
- Operation and maintenance manuals (if applicable)

Section E

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Proposed Cost



## Programming & Pre-Construction Fee

For the Programming & Pre-Construction Stages of your project and based upon the data we currently have about your desired improvements, we are pleased to offer you the following choice of formats for Programming & Pre-Construction Services.

### Programming & Pre-Construction Phase Fee

*(Choose One Option)*

**OPTION A: Time & Expense** .....\$ 195.00 Per Hour

#### **OPTION B: Fixed Fee**

Phase 1: Project Start Up .....\$ 4,100.00

Phase 2: Evaluation & Due Diligence .....\$ 14,200.00\*

\*Includes Unit Survey of 48 Units

Phase 3: Define Program & Scope of Work .....\$ 4,050.00

Phase 4: Design & Bid Document Coordination .....\$ 7,125.00

Phase 5: Competitive Bidding .....\$ 8,200.00

Phase 6: Contractor Engagement .....\$ 8,250.00

Phase 7: Final Budgeting .....\$ 3,075.00

Phase 8: Prepare for Construction .....\$ 6,150.00

**PROGRAMMING & PRE-CONSTRUCTION TOTAL FEE..... \$ 55,150.00**

#### **Programming & Pre-Construction Meetings and Presentations:**

Online Committee and Association Meetings.....Included

In Person Committee and Association Meetings .....\$ 660.00 Each

Town Hall Meetings.....\$1,200.00 Each

#### *Programming & Pre-Construction Stage Pricing Notes:*

- Our fixed fee offerings for the Programming and Pre-Construction Stages includes a level of effort not exceeding 280 hours. Additional Programming or Pre-Construction Stage efforts beyond this allowance shall be considered an Additional Service, as authorized by the Owner in writing.
- Miscellaneous reimbursable expenses such as photocopies, blueprints, postage, travel & mileage, delivery fees, and similar expenses are not included in the fees listed above. These miscellaneous costs will be invoiced to the Association as a reimbursable expense in accordance with the attached Fee & Reimbursable Expense Schedule.

## Construction Administration & Project Close-Out Fee

For the Construction Administration & Close-Out Stages of your project and based upon the data we currently have about your desired improvements, we are pleased to offer you the following choice of formats for Construction Administration & Close-Out Stage Services.

### Construction Administration Phase Fee

*(Choose One Option)*

OPTION A: Time & Expense .....	\$ 195.00 Per Hour
OPTION B1: Weekly Fixed Fee .....	\$ 6,200.00*
OPTION B2: Weekly Fixed Fee .....	\$ 7,800.00*
OPTION B3: Weekly Fixed Fee .....	\$ 11,700.00*

#### Construction & Close-Out Stage Pricing Notes:

- We have included three (3) Fixed Fee options for the Construction Phase:
  - i. Option B1 anticipates a level of effort not exceeding 32 hours per week.
  - ii. Option B2 anticipates a level of effort not exceeding 40 hours per week.
  - iii. Option B3 anticipates a level of effort not exceeding 60 hours per week.
 Additional Construction Phase efforts beyond this weekly allowance shall be considered an Additional Service, as authorized by the Owner in writing.
- Miscellaneous reimbursable expenses such as photocopies, blueprints, postage, travel & mileage, delivery fees, and similar expenses are not included in the fees listed above. These miscellaneous costs will be invoiced to the Association as a reimbursable expense in accordance with the attached Fee & Reimbursable Expense Schedule.
- Our construction phase fee assumes the construction phase will not exceed ten (10) months from issuance of NTP through to final completion of construction. If additional construction phase efforts are necessary, the additional effort shall be considered an additional service.
- Phase 10 – Project Close-Out is included in the fee options listed above at no additional charge.

Section F

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Acceptance



## Proposal Acceptance

PROPOSAL ACCEPTANCE

*We accept & approve this Agreement including the Agreement Terms & Conditions attached hereto.*

Proposal Date:	June 19, 2023
Proposal Version:	V2
Client:	Heather Gardens Association
Project:	Pipe Replacement and Fire Alarm
Services:	Construction Management Advisory
Terms and Conditions:	Attached

### Programming & Pre-Construction Stage *(Choose One Option)*

- Option A: Time & Expense ..... \$ 195.00 per hour
- Option B: Fixed Fee ..... \$ 55,150.00

### Construction Administration Stage *(Choose One Option)*

- Option A: Time & Expense ..... \$ 195.00 per hour
- Option B1: Fixed Weekly Fee ..... \$ 6,200.00 per week
- Option B2: Fixed Weekly Fee ..... \$ 7,800.00 per week
- Option B3: Fixed Weekly Fee ..... \$11,700.00 per week

### Signatures

Primary Client Signature	Secondary Client Signature	Bergeman Group Signature
Primary Client Name	Secondary Client Name	Dana Bergeman Bergeman Group Name
Primary Client Title	Secondary Client Title	CEO Bergeman Group Title
Date	Date	Date



# Agreement Terms and Conditions

Edition: November 2021

These terms and conditions are a part of and fully incorporated into the Contract Agreement (hereafter "Agreement") between the Client (hereafter "Client") and Iopono Holdings Group, LLC doing business as Bergeman Group (hereafter "BG").

## 1. GENERAL PROVISIONS:

- 1.1. **AGREEMENT:** This Agreement represents the entire and integrated Agreement between Client and BG (hereafter the "Parties") for the Client's proposed Project (hereafter the "Project"). The terms of this Agreement shall control and prevail over conflicting terms in any other document, exhibit, or attachment between the Parties. If Project requirements change or unexpected conditions arise requiring that the scope of services (hereafter "Services") covered by this Agreement be revised, the Parties shall mutually agree in writing to amend this Agreement. Should the Client or its authorized agents direct a change to BG's Services without amending this Agreement in writing, the Client shall compensate BG for the additional services rendered by BG. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 1.2. **STAFF TIME ALLOCATION:** BG staff assigned to and working on the Project will vary from task-to-task based on experience and availability. BG's standard working time shall be eight (8) hours per day, Monday through Friday, excluding federal, state, and local holidays. Weekend and holiday work will be charged at 1.5 times the Standard Rates described in the Fee & Reimbursable Expense Schedule attached hereto. Where BG fees are calculated using an hourly, time & expense, or not to exceed methodology, BG's fees will be invoiced to the Client in fifteen (15) minute increments. Travel time related to the Project is not included and will be charged at the standard hourly rate of the employee in accordance with the attached Fee & Reimbursable Expense Schedule. All taxes imposed by governmental authorities, including General Excises Taxes where applicable, shall be added to each invoice.
- 1.3. **PARTIES:** The terms project manager, construction manager, construction administrator, contract administrator, consultant, architect, engineer, designer, contractor, Client, owner, board of directors, association, property manager and other terms of a similar nature shall be construed to include the authorized representatives of each such Party.
- 1.4. **CORPORATE PROTECTION:** At no time and under no circumstances shall the owners, members, managers, or employees of Client or BG be personally liable for any obligation under this Agreement, or for any losses or consequential damages, regardless of origin, type, or kind. The Parties waive any applicable statute or law to the contrary.
- 1.5. **NO ASSIGNMENT:** Neither party to this Agreement shall sell, transfer, subcontract, or assign any rights or interests in this Agreement without the prior written consent of the other party; provided, however, BG may enter into sub-consulting agreements as necessary to perform BG's Services provided BG advises Client of such or as may otherwise be requested by the Client.
- 1.6. **SEVERABILITY:** If any provision of this Agreement or portion thereof shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, all remaining provisions or portions thereof shall be considered unaffected and shall remain in full force and effect so long as the essential purpose of this Agreement can be achieved.
- 1.7. **FORCE MAJEURE:** Neither party shall be held responsible for any delay, loss or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, hurricane, tsunami, geologic or volcanic activity, natural disaster, strike, explosion, war, embargo, terrorism, social unrest, epidemic or pandemic, government requirement, civil or military authority, acts of God, or other causes beyond its reasonable control.
- 1.8. **INSURANCE & LEGAL DISCUSSION:** BG is not a legal service or insurance consultancy. Client acknowledges that BG does not provide legal counsel or insurance services. Any legal or insurance discussions that include BG are purely informational and contextual due to the interrelationship of these topics to the Services to be provided by BG. BG recommends and advises that the Client seek the advice of its legal and insurance advisors for any legal or insurance related matters pertaining to the Project.
- 1.9. **HEADINGS:** All article headings are for convenience and reference only and shall not limit, expand, describe, or affect the interpretation of this Agreement.
- 1.10. **CHOICE OF LAW:** The laws of the State where the Project is physically located shall govern the interpretation and enforcement of this Agreement, without giving effect to the conflict of law principles thereof.
- 1.11. **INTEGRATION:** This Agreement fully expresses all agreements and understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, nor verbal understanding of the Parties, their members, officers, agents, or employees shall be valid unless made in writing and signed by both Parties. This Agreement supersedes all prior and contemporaneous discussions, communications, proposals, negotiations, representations, and agreements, oral or written, between the parties and their representatives.



- 1.12. **AUTHORITY:** The person or persons signing this Agreement represent and warrant that they have the full authority to bind Client to this Agreement.
2. **STATUS AND LIABILITY:**
  - 2.1. **ADVISOR ONLY:** Client acknowledges and agrees BG is only an advisor, acting solely in a consultative capacity to Client, is not Client's fiduciary, and is not responsible or at risk for the completion of the Project or the performance of Client's designers, contractors, subcontractors, or other consultants in relation to the Project. BG shall have no liability to Client or any other third party arising out of this Agreement or the performance of the Services except to the extent such liability results solely and directly from BG's negligence in its performance of the Services. BG's total liability arising out of this Agreement and the performance of its Services shall not exceed the Fee paid or payable to BG, or \$20,000, whichever is greater.
  - 2.2. **LIMITATION:** The Parties agree to waive and discharge the other from any liability for consequential and indirect damages, in any form (including, but not limited to, lost profits, lost rent, punitive damages, financing costs, lost equity in the Project, rental expenses, temporary facilities, damaged reputation, etc.), arising out of this Agreement, the Project, or the performance of BG's Services.
3. **STANDARD OF CARE:**
  - 3.1. **STANDARD OF CARE:** BG will endeavor to perform its Services with the reasonably expected degree of skill and care exercised by consultants in the same profession practicing in the same locality and under the same circumstances. The Client acknowledges the risks associated with building construction, repair, remodeling, restoration, renovation, and modernization and accepts that BG makes no warranties or guarantees to Client, either express or implied, by or under this Agreement.
  - 3.2. **UNKNOWN:** The Client acknowledges and understands that out of necessity certain assumptions have been made in the preparation of this Agreement to account for unknown conditions that may exist regarding the property and the Project due to inaccessible, concealed, or unforeseen conditions. One or more of these assumptions may change if more information becomes available. If conditions change due to differing or more complete information becoming available or should unforeseen conditions arise BG's schedule and fee for the performance of its Services shall be equitably adjusted.
  - 3.3. **EXISTING CONDITIONS:** The Client acknowledges that BG, at the commencement of these Services, did not create and is therefore not responsible for the physical conditions or characteristics that exist at the Project location. Client agrees to release, indemnify and hold harmless BG, its owners, officers, directors, members, managers, employees, contractors, consultants, and their respective employees from and against any and all claims, causes of action, liabilities, demands, losses, injuries, damages, suits and expenses including attorneys' fees and costs of defense, to the extent that the same are caused by or relate to the existing physical conditions or characteristics at the Project location at the commencement of this Agreement.
  - 3.4. **ACCESS & SITE ACTIVITIES:** Client shall provide BG with reasonable access to the Project site for the performance of its Services including investigation, evaluation, testing or exploration activities. Client acknowledges when investigating or evaluating *in situ* conditions it may be necessary to perform destructive or invasive testing and other exploratory efforts. BG will take reasonable precautions to minimize damage caused by such activities. BG has not included in this Agreement the cost of a contractor to assist with such investigation, evaluation, testing or exploration nor the cost of repairing damage because of such efforts. Client shall be responsible for all contractor costs associated with investigation, evaluation, testing and exploration activities and repair of the area or areas affected by such investigation, evaluation, testing or exploration.
  - 3.5. **COMMUNICATION THIRD PARTIES:** BG will communicate with the Client consistent with the standard of care described in Section 3.1; however, Client agrees and understands that at no time shall BG be responsible for the Client's duties with respect to formal or legally required communications, written or oral, with individual dwelling unit owners, apartment owners, condominium owners, co-op members, tenants, renters, residents, occupants, retailers, resident managers, property managers or other third-parties in multi-family, multi-owner, or multi-tenant or condominium properties. Any communication between BG and individual dwelling unit owners, apartment owners, condominium owners, co-op members, tenants, renters, residents, occupants, retailers, resident managers, property managers or other third parties shall be Project communications only, implemented as part of BG's overall project communication efforts.
4. **DOCUMENTS & DATA:**
  - 4.1. **USE AND OWNERSHIP:** All documents, including proprietary information, of any kind, whether electronic data or hard copy (hereafter "**Project Data**"), prepared by BG or its consultants are proprietary instruments of service, which shall remain the sole property of BG (for itself and on behalf of its consultants). However, upon payment by the Client for Services rendered by BG under this Agreement, Client is granted authorization to use such Project Data, but only for the Project for which the Project Data was prepared, and as otherwise allowed by federal, state, and local law. Under no circumstances shall the Project Data, or any part thereof, be used by the Client, directly or indirectly, in whole or in part, on or for any other project without (a) prior written notice to, and (b) prior written consent of, BG. Client shall not communicate, disseminate, license, or otherwise share BG's Project Data, or any part thereof, with any other person or entity providing professional services that are the same or similar to the professional services provided by BG to the Client under this Agreement.
  - 4.2. **AS-BUILT DOCUMENTS:** The Client shall provide BG with complete, current, and legible Project documents, original construction drawings, renovation drawings, submittals, and any other documents and data (hereafter "**Reference Data**").



4.3. PROMOTIONAL USE: The Client shall permit BG or person(s) employed or engaged by BG, without compensation or consideration to Owner and at BG's expense, to take photographs at the Project site of both completed work and work in progress, for purposes including, but not limited to, use in BG promotional print media, website, and use in BG marketing materials. Such photographs and any accompanying descriptions or information shall not identify specific owners or highly sensitive Project information without written consent of Owner.

5. **INSURANCE:**

5.1. INSURANCE COVERAGE: The Parties agree BG will provide the following limits for insurance coverage applicable to the Project:

- Workers Compensation: As Required by Statute
- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Professional Liability: \$1,000,000 per claim / \$2,000,000 aggregate
- Automotive Liability: \$1,000,000 per accident
- Employers Liability: \$1,000,000 per employee

5.2. ADDITIONAL INSURED: If the Client enters into agreements with architects, engineers, consultants, or contractors not under contract with BG for services related to those performed by BG or for the same Project for which BG has been engaged by the Client, then Client shall cause each of those parties to name Client and BG as an additional insured and loss payee, including on-going and completed operations, without exclusions. All coverage shall be primary and include a waiver of subrogation in favor of BG and its insurers.

5.3. THIRD PARTY BENEFICIARIES: Nothing in this Agreement requires or shall be deemed to require BG to undertake any obligations for the benefit of the Client's designers, contractors, consultants, their subcontractors or sub consultants or any surety. Client shall include the following clause in all agreements with its designers, contractors, subcontractors and sub-consultants: "\_\_\_\_\_ and Bergeman Group have agreed that nothing in the Agreement between Bergeman Group and \_\_\_\_\_ requires or is deemed to require Bergeman Group to undertake any obligation for the benefit of \_\_\_\_\_'s contractors, consultants, subcontractors, sub consultants, or any surety. BG's obligations are solely to Client. BG shall not be responsible for burdens, expenses, or liabilities of the contractors, consultants, or their subcontractors and sub consultants, or any surety, because of BG's performance of its obligations to \_\_\_\_\_."

6. **INDEMNITY:**

6.1. MUTUAL INDEMNIFICATION: Each Party shall indemnify and hold harmless, and release the other, its officers, agents, and employees from and against any and all claims, demands, actions, causes of action, liabilities, losses, injuries, damages, suits, and expenses, including attorneys' fees and costs, incurred by, asserted against or arising from, in connection with, or caused by any willfully negligent act or omission of such indemnifying party or its agents, employees, contractors or subcontractors.

6.2. CLIENT DECISION: Client shall indemnify, defend and hold harmless BG, its owners, officers, directors, members, managers, employees, contractors, partners, consultants, and their respective employees and agents ("Indemnitees"), from and against any and all claims, demands, actions, causes of action, liabilities, losses, injuries, damages, suits, and expenses, including attorneys' fees and costs, incurred by or asserted against Indemnitees, or any of them, arising out of or resulting from Client's decision to disregard BG's recommendations, advice, directions and instructions, or due to errors of the Client.

6.3. CLAIMS BY UNIT OWNERS: In recognition of the risks to BG in rendering Services to the Client, to the fullest extent permissible by law, the Client agrees to defend, indemnify and hold harmless BG, its owners, officers, directors, members, managers, employees, contractors and agents, from and against any and all claims, causes of action, liabilities, demands, losses, injuries, damages, suits, and expenses, including attorneys' fees and costs of defense, incurred by or asserted against BG, however alleged or arising, brought by an apartment owner or apartment owners, dwelling unit owner or dwelling unit owners, condominium owner, co-op member, tenant, renter, resident, resident manager, property manager, homeowner or homeowners, member or members, officers, directors, any third party, or anyone holding by, through or under them, arising out of or in any way connected with the Project or relating to the performance of BG under this Agreement. Client acknowledges, understands, and agrees this may necessitate that Client obtain and maintain applicable insurance coverage to insure the foregoing contractual indemnification obligation.



**7. HAZARDOUS MATERIALS:**

- 7.1. **DESCRIPTION:** As used in this Agreement, hazardous materials include but are not limited to asbestos, PCB's, lead, mold, mildew, fungus, radon, combustible gasses, electromagnetic matter, toxic or hazardous waste, biohazards, petroleum, petroleum products, radioactive materials, or any other materials or substances that would under any quantity or condition pose a danger to persons or property, if exposed.
- 7.2. **HAZARDOUS MATERIALS ACKNOWLEDGEMENT:** Client acknowledges and agrees that BG does not provide hazardous materials services, environmental engineering, or similar consulting services. BG's Services do not include work related to hazardous materials or hazardous substances. Should any environmental or hazardous materials services be or become necessary because of Project conditions, the Client shall, at its sole risk and expense, provide the necessary environmental consultants and laboratory services necessary to address the hazardous or potentially hazardous Project conditions to ensure that the Project site is free from any hazard which may result from the existence of such substances. Client acknowledges that certain building components may be physically disturbed, modified, altered, or removed as a part of the Project and that substances may be released into indoor or outdoor environments because of the Project. Client shall be solely responsible for retaining licensed, insured, and certified professionals with appropriate experience necessary to secure, control, monitor, remediate and/or abate any hazardous substances that may exist, be found to exist, or be suspected at the Project site. Client agrees to defend, indemnify, and hold harmless BG from and against all claims, causes of action, lawsuits, damages, and expenses, including attorneys' fees, incurred by or asserted against BG arising out of or relating to any hazardous materials at the Project site, Client shall assert no claim against BG, its owners, members, managers, agents, employees, or consultants arising out of or in connection with such hazardous materials or substances.

**8. BUDGETS, ESTIMATES & CONSTRUCTION COSTS:**

- 8.1. **CONSTRUCTION COST ESTIMATES:** When preliminary or conceptual construction costs, budgets, estimates or similar documents are provided by BG as part of its Services, BG will use commercially reasonable diligence and judgment in preparing such budgets, estimates and the like, however, BG does not represent, warrant, guarantee or assure Client that final Project costs, including contractor bids, negotiated prices, or other Project costs, will be within BG's preliminary or conceptual cost estimates. Client acknowledges and agrees that final Project construction costs and fees may differ significantly or substantially from BG's preliminary or conceptual budgets or estimates due to scope revisions, market conditions, or other factors beyond the control of BG.
- 8.2. **MARKET VOLITILITY:** Client acknowledges that BG has no control over and shall not be responsible for the cost of labor, materials or equipment for construction, rehabilitation, repair, alteration, improvement, or similar activity and further acknowledges and accepts that BG has no control over, and shall not be responsible for, fluctuations in market conditions, supply chain disruptions, the availability of contractor labor, contractor bid proposals, or contractor estimating techniques.

**9. PERMITTING:**

- 9.1. **PERMITS:** As a part of BG's Services, BG may assist Client with building permit related matters, however, BG has not included the cost of building permits, plan review, third-party review or permit expediting services in its fee. The Client, at its sole risk and expense is responsible for all building permits, plan review, expediting and similar permit related fees or shall reimburse BG for the same if BG is directed by the Client to engage such third parties to provide such services.

**10. CONSTRUCTION:**

- 10.1. **OVERSIGHT REQUIRED BY LAW:** State laws may require that Client's contractor's or contractors' work be supervised or observed by the architect, engineer, or similar designer of record. BG's Services expressly exclude supervision or observation required by the architect, engineer, or similar designer of record, unless BG is retained in writing in a design capacity and is acting as the designer of record.
- 10.2. **PROJECT SAFETY:** Client represents and warrants to BG that its contractor or contractors shall be solely responsible for working conditions and all jobsite safety at the Project site including, but not limited to, the safety of all persons and property during execution of the contractor's work. Neither the professional activities of BG nor the presence of its employees or consultants at the Project site shall impose any duty upon BG for jobsite safety. At no time and under no circumstances shall Client relieve its contractor, contractors, or their subcontractor of their responsibility for maintaining a safe worksite and impose such safety obligations on BG. BG shall have no authority or control over any contractor, or their employees in connection with health and safety programs and procedures.
- 10.3. **CONSTRUCTION RISKS:** The Client acknowledges that building construction, rehabilitation and repair is an inexact process and that contractor workmanship is often imperfect. Any Services provided by BG during the construction phase are therefore intended to assist in reducing Client risk during construction, however, Client understands that even with efforts by BG to reduce risks, construction risks and contractor workmanship concerns can never fully be eliminated and that defects and failures in construction can and may still occur. BG is not acting as Client's building construction, rehabilitation, or repair contractor. Client releases BG from all liability and responsibility for errors, omissions, workmanship problems and/or defects associated with the performance of the Client's contractor or contractors and the quality of their workmanship. Client acknowledges that Client's contractor or contractors shall be solely responsible for the proper and timely installation and performance of their work, including installation of fully warrantable and fully functioning building components and systems.



- 10.4. **MEANS & METHODS:** The Client's contractor or contractors are fully responsible for all construction means and methods, practices, techniques, systemization, sequencing, scheduling, manpower and equipment necessary for the proper, timely, safe performance, and completion of their work. BG is not responsible for nor does BG, in any capacity assume responsibility for contractor or contractors' obligations including, but not limited to, compliance with laws, codes, ordinances, rules and regulations, or for the acts or omissions of the contractor or contractors. Services provided by BG are not a substitute for and do not relieve the contractor or contractors from their contractual responsibility to the Client to perform and complete the work in accordance with Client's agreements, construction documents, other contract documents and recognized industry standards.
- 10.5. **CONTRACTOR WARRANTY:** BG shall not be responsible for nor does it in any capacity represent, warrant, guarantee or assure contractor workmanship. Client acknowledges all Project warranties and guarantees are the sole responsibility of the contractor or contractors engaged by the Client to perform and complete the work.
- 10.6. **CONTRACTOR SCHEDULE:** During the construction phase of the Project, Client acknowledges BG's fee is based on Client's contractor staying on schedule and the Project being completed in the timeframe originally established in the contractor's agreement with the Client. Should the contract be extended beyond the timeframe established, additional time and fees for BG's performance of its Services will apply.
- 10.7. **POST CONSTRUCTION:** BG will assist the Client with resolution of Contractor performance and workmanship concerns and/or related warranty claims at no charge for a period of sixty (60) calendar days following substantial completion of the Project by the Client's contractor or contractors. Client shall compensate BG for any such assistance extending beyond sixty (60) calendar days on a time and expense basis.
11. **PAYMENT:**
  - 11.1. **PAYMENT SCHEDULE:** BG will submit invoices to the Client on a bi-weekly or monthly basis. Payment in full is due upon receipt. Payment shall be considered late if not paid within thirty (30) days from the date of any invoice. Payment shall be made in U.S. funds in cash, check or wire transfer for same day value. Amounts unpaid forty-five (45) days after the invoice date shall bear compound interest at one-and-one-half percent (1.5%) per month, or the highest rate allowed by law, whichever is lower.
12. **SUSPENSION:**
  - 12.1. **SUSPENSION BY CLIENT:** The Client may suspend this Agreement for its convenience and without cause upon not less than fourteen (14) days written notice to BG. In such an event, BG shall be compensated for Services performed up to and including the date of suspension along with all reimbursable expenses incurred, plus reasonable suspension expenses as defined by Sections 12.3 and 12.4. If the Project is suspended by the Client for more than ninety (90) cumulative days, BG shall have the right, without penalty, to terminate this Agreement and collect termination expenses described in Section 13.
  - 12.2. **SUSPENSION BY BG:** If Client fails to respond to BG's written requests for direction or fails to make payments in full as required by this Agreement, any such failure shall be considered nonperformance and grounds for suspension of Services by BG for cause and without penalty. In such event, BG shall be compensated for Services performed up to and including the date of suspension along with all reimbursable expenses incurred plus reasonable suspension expenses as defined by Sections 12.3 and 12.4 before restarting BG's Services. If the Project is suspended for more than ninety (90) cumulative days due to unresponsiveness or failure to make payment in full as required by this Agreement, BG shall have the right, without penalty, to terminate this Agreement and collect termination expenses described in Section 13.
  - 12.3. **SUSPENSION EXPENSES DURING PRE-CONSTRUCTION PHASE:** In the event of suspension of this Agreement prior to commencement of construction, or where construction phase services are not included as a part of this Agreement, BG shall be entitled to receive \$500 per week for each week of suspension, not to exceed \$10,000. Client acknowledges such suspension charges are intended to help offset, but not eliminate, the ongoing cost of labor and overhead incurred by BG during suspension. If the Pre-Construction phase of the Project is suspended for more than ninety (90) cumulative days, BG shall have the right, without penalty, to terminate this Agreement and collect termination expenses described in Section 13.
  - 12.4. **SUSPENSION EXPENSES DURING CONSTRUCTION PHASE:** The construction phase of the Project shall be deemed as having commenced upon execution of an Owner-Contractor agreement between the Client and its contractor or contractors and issuance of Notice to Proceed (NTP) to the same. In the event of suspension after commencement of construction as defined herein, BG shall be entitled to receive payment of \$3,500 per week for each week of suspension or prorated portion thereof, not to exceed 50,000. Client acknowledges such suspension charges are intended to help offset, but not eliminate, the ongoing cost of labor and overhead incurred by BG during suspension. If the construction phase of the Project is suspended for more than ninety (90) cumulative days BG shall have the right without penalty to terminate this Agreement and collect termination expenses described in Section 13.



13. **TERMINATION:**

- 13.1. **TERMINATION FOR CONVENIENCE:** The Client may terminate this Agreement for its convenience and without cause upon not less than fourteen (14) days written notice to BG. In such event, BG shall be compensated for services performed up to and including the date of termination along with all reimbursable expenses incurred plus termination expenses described in Section 13.3 and 13.4.
- 13.2. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause upon not less than fourteen (14) days written notice should the other Party fail to perform and discharge its duties in accordance with this Agreement. In such event, the Parties agree to resolve any disputes in good faith as prescribed by Section 14.
- 13.3. **TERMINATION EXPENSES DURING PRE-CONSTRUCTION PHASE:** In the event of termination for convenience or termination due to suspension greater than ninety (90) days prior to commencement of construction, BG shall be compensated for Services rendered up to and including the date of termination, along with all reimbursable expenses incurred plus reasonable wind-down costs as mutually agreed.
- 13.4. **TERMINATION EXPENSES DURING CONSTRUCTION PHASE:** In the event of termination for convenience or termination due to suspension greater than ninety (90) days after commencement of construction, BG shall be compensated for Services rendered up to and including the date of termination, along with all reimbursable expenses incurred plus an early termination fee equal to five percent (5%) of the construction phase sum due to BG should the Project have been completed through to completion of construction.

14. **CLAIMS & DISPUTES:**

- 14.1. **GOOD FAITH EFFORTS:** BG and Client agree, in good faith, for ninety (90) consecutive days to attempt to resolve by negotiation between the officers and principals of each party, any dispute arising out of, or relating to this Agreement, prior to the filing of legal proceedings against the other.
- 14.2. **MEDIATION:** Should good faith resolution efforts fail, and a dispute remain unresolved, said dispute shall be subject to mediation under the auspices of a recognized professional mediator that is mutually acceptable to the Parties prior to commencement of any arbitration. Each party shall bear its own costs and expenses for mediation, including attorneys' fees and expert witness fees, except for the fees and costs of the mediator, which shall be shared equally by the Parties. The venue for mediation shall be in the location where the Project physically resides, or as may otherwise be mutually agreed.
- 14.3. **ARBITRATION:** In the event mediation between the Parties is unsuccessful, the Parties agree that any remaining dispute shall be subject to final and binding arbitration under the auspices of a recognized professional arbitrator that is mutually acceptable to the Parties. For Projects located within the 48 contiguous United States or Alaska, such arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Association. For Projects located in Hawaii, such arbitration shall be conducted in accordance with the Arbitration Rules, Procedures and Protocols of Dispute Prevention and Resolution, Inc. The award rendered in arbitration shall be enforceable in any court of competent jurisdiction. The prevailing party, in addition to the relief granted by the arbitrator, shall be entitled to the reasonable attorneys' fees and cost of defense incurred by such party as determined by the arbitrator. The venue for arbitration shall be in the location where the Project physically resides, or as may otherwise be mutually agreed.

15. **FEES & EXPENSES:**

- 15.1. **BG FEE & REIMBURSEABLE EXPENSE SCHEDULE:** BG's Fee and Reimbursable Expense Schedule (hereafter "**Fee Schedule**") is attached hereto as Exhibit "A" and made a part of this Agreement. If a blended hourly rate is offered by BG in the pricing section of this Agreement, such blended hourly rate shall supersede and prevail over the standard rates listed on the Fee Schedule, however, all reimbursable expense provisions shall continue to apply. If the Services covered by this Agreement have not been completed within 12 months of the date of this Agreement, the Fee Schedule or blended hourly rate provided shall be subject to adjustment.

**CLIENT RESOLUTION EXPENSE:** If BG is requested to provide documents or services as a result of a mediation, arbitration, or litigation involving Client but for which BG is not a named party, or if BG, its owners, partners, officers, directors, members, managers, employees, contractors, consultants, and/or their respective employees receive a subpoena or similar court order commanding action as a result of or relating to Client's mediation, arbitration, or litigation, BG's cost of providing such documents and services shall be an additional Client expense, including but not limited to any reproduction expenses, attorneys' fees, expert fees and time expended by BG staff and its consultants in support of such efforts. BG shall inform Client of such additional expense prior to providing such mediation, arbitration or litigation documents and services. Litigation consulting services including destructive testing, expert witness services, depositions, hearings, arbitrations, and court appearances will be invoiced at 1.5 times the hourly rates listed in our Fee Schedule.



# Fee & Reimbursable Expense Schedule

Edition: November 2021

## STANDARD RATES

SENIOR PRINCIPAL	\$375.00
PRINCIPAL	\$350.00
SENIOR DIRECTOR	\$275.00
DIRECTOR	\$250.00
SENIOR CONSULTANT	\$250.00
CONSULTANT	\$225.00
SENIOR PROJECT MANAGER	\$250.00
PROJECT MANAGER	\$225.00
ASSISTANT PROJECT MANAGER	\$200.00
SENIOR ESTIMATOR	\$250.00
ESTIMATOR	\$225.00
PROJECT COORDINATOR	\$150.00
PROJECT CONTROLS ANALYST	\$150.00
SENIOR FIELD SERVICES SPECIALIST	\$165.00
FIELD SERVICES SPECIALIST	\$150.00
ADMINISTRATIVE SUPPORT	\$110.00

## LITIGATION RATES

SENIOR PRINCIPAL	\$450.00
PRINCIPAL	\$420.00
SENIOR DIRECTOR	\$330.00
DIRECTOR	\$300.00
SENIOR CONSULTANT	\$300.00
CONSULTANT	\$275.00
SENIOR PROJECT MANAGER	\$300.00
PROJECT MANAGER	\$275.00
ASSISTANT PROJECT MANAGER	\$250.00
SENIOR ESTIMATOR	\$300.00
ESTIMATOR	\$275.00
PROJECT COORDINATOR	\$180.00
PROJECT CONTROLS ANALYST	\$180.00
SENIOR FIELD SERVICES SPECIALIST	\$200.00
FIELD SERVICES SPECIALIST	\$180.00
ADMINISTRATIVE SUPPORT	\$135.00

## REIMBURSABLE EXPENSES

Reimbursable expenses incurred by BG or its consultants are not included in the basic compensation enumerated in this Agreement and shall be added as an additional charge to the extent such expenses are attributable to the Project. A fifteen percent (15%) overhead charge shall apply to all reimbursable expenses incurred except for taxes, mileage and per diem charges. Reimbursable expenses may include:

1. Excise, sales and similar taxes and fees levied on professional services and reimbursable expenses;
2. Fees and costs incurred for testing, surveys or other Project related data needed to complete the Project;
3. If requested of BG, costs incurred by BG to secure approval of authorities having jurisdiction over the Project including building permit, plan review, third-party review, permit expediting and similar charges;
4. Independent third-party services such as sub-consultants, contractors, designers, temporary labor, testing agencies, destructive testing assistance, laboratory services, and similar third-party services. The Client may directly engage such third-party services, thereby relieving BG of all responsibility therefor. BG reserves the right to subcontract, and sub-consult, as needed to complete its Services;
5. Vendor services such as blueprinting and plotting, photocopies and related reprographic services, standard form documents, rental or purchase of specialized equipment needed for the Project, shipping and postage, courier and delivery services, technical and research documents and related vendor services;
6. Project specific data and communication services, tele/video-conferencing expenses, extranets, project specific website costs, hosting fees and related data communication expenses;
7. Cloud-based "Procore" project management software expense of \$50 per month, per Project;
8. Professional photography, renderings, graphics and presentation materials requested by the Client;
9. Regional transportation and Project related travel expenses as applicable including:
  - a. Mileage expenses will be invoiced following U.S. government (IRS) published mileage rates. Mileage charges are calculated from site to site or from the nearest BG regional office, as applicable.
  - b. Travel per diems for meals and incidentals will be invoiced following U.S. government (GSA/DOD) published rates for meals and incidental expenses, when applicable.
  - c. Direct cost of Project related airfare, lodging, car rental, parking, tolls, and related travel costs.
  - d. Where BG Principal or Senior Director participation is applicable, necessary or is requested by the Client, business class air transportation will apply for flights more than 2 hours in duration.
10. If a temporary jobsite office is necessary or requested by the Client, office expenses including temporary on-site or near-site facilities, utilities, internet, parking, jobsite office printing costs, office supplies, equipment rental, and related project office expenses;
11. Additional insured and loss payee charges and similar Project specific fees imposed by insurance carriers;
12. Project specific insurance dedicated exclusively to the Project (example: OCIP or "wrap" coverage);
13. The cost of additional insurance requested by the Client and/or costs attributable to additional coverage exceeding BG's stated limits;
14. For multi-family (AOAO/HOA/Co-Op) and similar projects, and for all litigation projects, two percent (2%) of fees billed will be added to each invoice to assist in offsetting market conditions which are currently producing disproportionately high insurance costs for multi-family, litigation and similar construction rehabilitation, repair, alteration, or improvement projects;
15. Appearance at depositions, arbitrations, settlement conferences and hearings will be invoiced using litigation project rates.

**Budget and Finance Committee**  
**Date: July 17, 2023**

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**Motion: Recommend Emergency Repair of Building 243 Fire Main Leak**

**Project Cost: \$43,193.70**

Based on the recommendation of the Maintenance Committee, I move that the Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors ratify the work performed by Integrity Fire Safety to repair the Fire Main pipe for a cost of \$39,267. With a change order of \$3,927.70, the total project cost is \$43,193.70. This is a budgeted line item of \$36,225.

Motion made by:	
Seconded by:	

<b>Outcome of Vote:</b>	
For:	
Against:	
Absent/Abstaining:	
Notes:	

**Rationale/Notes:** The repairs are scheduled to begin on July 10. See attached Request for Capital Expenditure for additional details.



## HEATHER GARDENS ASSOCIATION REQUEST FOR CAPITAL EXPENDITURE

PROJECT: Building 243 Fire Main Leak (Emergency Repair)

DEPT: Contracts

DATE: July 5, 2023

<b>BUDGET</b>	<b>Budget Amount:</b>	\$ 36,225	<b>Contract Amount:</b>	\$39,267.00
Year: 2023	Expended YTD:	\$ 0.00	Change Order Res.:	\$3,926.70
Tab:	Unexpended Balance:	\$ 0.00	<b>Total Project Cost:</b>	\$43,193.70
Page:			Add. Funds Requested:	

**DESCRIPTION:**

Replace a 4'-6' section of Building 243 underground 6" Fire Main pipe that has rusted and leaking due to age deterioration. At the present time the pipe is dripping without a full rupture. The 6" pipe is always pressurized at 90 PSI. If this pipe fully ruptures, there is a strong possibility of a major flood and property damage.

**JUSTIFICATION:** (Attach backup material as required)

To avoid a possible major flood and property damage and to comply with the City of Auroras Fire Main code requirements. After the new pipe is installed the City of Aurora Water Department requires a two-hour 200 PSI test on the fire main to pass inspection. If this test fails, much more work and piping will need to be done. I was told by our contractor there is a 50/50 chance of failure on the remaining pipe buried in the ground outside the building. If this occurs a substantial change order will be needed.

**BID COMPARISON:** (If required, summarize, or attach separate schedule.)

HGA Maintenance will be using our preferred vendor Integrity Fire Safety to do this emergency repair that is necessary to get the life safety fire main water working properly in Building 243. Due to the emergent need to get this work completed HGA Contracts requests waiving the 3-bid requirement.


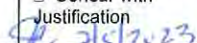

Integrity Fire Safety **\$39,267.00**

Integrity Fire Safety has done multiple fire main repairs and repairs in the past years with outstanding results including work at Buildings 209 and 212.

**RECOMMENDATION**

The Contracts Department recommends the Heather Gardens Board of Directors **ratify** the work by Integrity Fire Safety to replace approximately 4'-6' section of Building 243 underground 6" Fire Main pipe for the cost of **\$39,267.00 plus a 10% change order reserve of \$3,926.70 for a total price of \$43,193.70. There is a budget amount for 2023 fire main replacement of \$36,225 which is \$6,968.70 more than the budgeted amount.**

**\*\*Note\*\*** There is a 50/50 chance this project could turn into a larger and more costly if testing results in a failure.

1. Dept. Head	2. CFO	3. CEO	4. Dept. Chair	5. B&F Committee	6. HGA President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

Check: Concur, Non-concur or Concur with justification, then initial. Attach comment sheet if you like.

\*Capital expenditures, except emergency replacements and weatherproofing performed by HGA labor, are approved/ revised as follows:  
All Items require Block 1, 2 (when needed), and 3 through 8 completed.



**From** | Integrity Fire Safety  
Services  
2695 West 3rd Avenue  
Denver CO 80219

**Quote No.** | 2029357  
Type | Repair  
Prepared By | Barry Martinez  
Created On | 06/20/2023  
Valid Until | 07/31/2023

**Quote For** | Heather Gardens  
Association  
Heather Gardens  
2888 South Heather  
Gardens Way  
Aurora CO 80014

## Description of Work

SCOPE: Provide labor and material necessary to

### EXCLUSIONS:

- Any paint, patch, repair of dry wall.
- Any pipe leaks that may occur during the repair.
- Any work outside of the scope listed.
- After hours, weekend, or holiday work.

### ATTENTION: MATERIAL NOTICE

- There has been a general increase in prices by manufacturers across all industries ranging from 10% - 25%. *Our goal is to provide the lowest prices on material.*
- Material shortages in all industries are causing longer than usual wait times, including items that are normally available immediately. *Material is ordered after your proposal has been approved, so please keep your project timelines in mind.*

## Services to be completed

### [Sprinkler] Location - Building

SAW CUT, EXCAVATE AND REPLACE 6" FIRE LINE WHERE LINE PASSES THROUGH FOUNDATION THROUGH BUILDING UNDER PRIVATE SIDEWALK UP TO 8' IN LENGTH AND UP TO 6' DEEP.

ALL ITEMS INCLUDED IF NECESSARY:

1. LOCATES
2. SAW CUT
3. EXCAVATION
4. PLUMBERS AND LABORERS
5. 6" DUCTILE IRON PIPE
6. (1) 6" SOLID SLEEVE
7. (1) 6" 90°
8. MEGALUGS WITH GASKET KITS
9. BEDDING
10. BACKFILL AND COMPACTION
11. (1) HYDROSTATIC TEST



12. (1) CHLORINE TEST
13. (1) DE-CHLORINATION FLUSH
14. (1) BACTERIA TEST
15. HAUL-AWAY DEBRIS
16. Piping the super flush pipe to outside for temp flushing and testing
17. Flushing underground with Aurora
18. Permits and inspections for underground work
19. 30SQ ft of private concrete patch back

EXCLUDES: DAMAGE TO LAWN, TREES, SHRUBS, BUSHES, LAWN IRRIGATION SYSTEMS, ANY OTHER UNDERGROUND LINES OF ANY KIND, UTILITY CONFLICTS, VAC TRUCK, PRIVATE CONCRETE PATCH BACK, CHASING LEAKS, ADDITIONAL PIPE REPLACEMENT, Any additional work required by Fire dept or city on existing fire sprinkler system located in building. ANY OTHER SCOPE OF WORK OTHER THAN STATED ABOVE.

\*\*\*\*NOTE: AURORA WATER WILL REQUIRE HARD PIPE OUT OF BUILDING WINDOW FOR SUPERFLUSH

**GRAND TOTAL      \$39,267.00**

## Terms and Conditions

1. Agreement may be terminated by either party with a 30-day written notice.
2. Payment terms are net 30-days for existing customers. New customer payment terms are COD. Unpaid balances may be subject to a 3% interest charge per month from due date with a maximum charge of 20%.
3. This service is not intended to be a code review, complete system or code compliance evaluation.
4. This agreement is not a guarantee or warranty that the system will in all cases provide the level of protection for which it was originally intended, is free of all defects and deficiencies, or is in compliance with all applicable codes. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.
5. Except as provided in any specific warranty paragraphs, Company makes no warranty of any kind, express or implied, including but not limited to, any warranty of merchantability or warranty of fitness for a particular purpose.
6. Customer shall be responsible for maintaining adequate heat throughout the facility to prevent freezing or damage to the existing fire sprinkler system. The customer understands and expressly acknowledges that fire protection systems are susceptible to damage by water intrusion, ice, or other conditions inside the piping that the Company cannot detect upon inspection. In the event that water, ice, or other conditions occur which render the fire protection system inoperable or damaged, Company expressly disclaims any responsibility for such conditions, and assumes no responsibility to investigate the cause, source or extent of such condition. Customer acknowledges this warning, and acknowledges that under NFPA and other applicable codes and regulations, it is the responsibility of the customer to maintain its fire protection system, including but not limited to ensuring proper drainage. Failure to properly maintain or drain such systems may lead to breaks or other conditions that may render the fire protection system inoperable, or that damage to the system may result in injury, damage to property and loss of use.
7. The document contains important information regarding the terms and conditions of service performed by Company. This includes limitations of liability, contractual limitation in which you may bring a claim, disclaimers of warranty, and other terms that may impact Customers rights. By signing below, Customers authorized representative acknowledges and warrants that they have read, understood, and agreed to be bound by these conditions.
8. Customer expressly agrees that any claim, lawsuit, or cause of action, whether in contract, tort or other legal theory, relating in any way and/or arising out of Company's services and/or materials provided to Customer, its subsidiaries and/or its insurers, must be filed no more than one (1) year from the date the Customer discovers alleged damage(s), that is the subject of the claim, lawsuit and/or cause of action.
9. Customer agrees to indemnify, hold harmless, defend, and release the Company from liability and shall reimburse the Company for any liabilities, damages, losses or expenses (including but not limited to reasonable attorneys fees, expert fees, costs and litigation costs), injuries, claims, suits, judgments, and causes of action incurred by the Company in connection with any claims, suits, judgments and causes of action which relate to the products or services the Company provides, except that this provision shall not apply in the event the products or services provided by the Company are defective or the Company is negligent in installing, operating, or maintaining those products or in performing those services. This indemnity includes claims brought by any third party, including, without limitation, Customers insurance company, whether the claim arises under contract, warranty, tort, or any other theory of liability.
10. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
11. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Colorado applicable to agreements made and to be performed entirely within such state, without regard to such states conflict of laws rules. Company and Customer agree that any action brought by any party shall be brought and resolved exclusively by the state and federal courts located in Denver County, CO, and the courts to which an appeal there from may be taken, provided that any party shall have the right, to the extent permitted by applicable law, to proceed against any other party or its property in any other location to the extent necessary for the enforcing party to enforce a judgment or other court order or arbitral award. Each of the parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue. The parties agree that either or both of them may file a copy of this Section with any court as written




evidence of the knowing, voluntary and bargained Agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Legal process in any proceeding may be served on any party anywhere in the world.

12. Customer acknowledges that the Company is not an insurer of or against any potential or actual loss or damage to person or property, whether direct, incidental and/or consequential, that may occur in or at the premises. Company's total liability to customer for damages for any claims, losses or damages arising out of or in any way related to any cause whatsoever in relation to this agreement, whether based in contract, tort (including negligence), strict liability, breach of warranty or other cause, shall not exceed \$250,000.
13. Each party agrees to carry insurance sufficient to cover any loss or claim of the type arising from problems or issues with the products or services provided by the Company pursuant to this contract.
14. All terms and conditions apply to all work conducted by the Company at the properties identified on the proposal and for all other properties where the customer requests work be performed.
15. Pricing and scope provided on this proposal expires 30-days from date proposed. Acceptance of proposal after the 30-days indicates acceptance of possible increased/additional costs by the customer.
16. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: Jon Rea Date: 6/22/2023

Signature: 

# Building 243 Fire Main Pipe Slow Leak



6" Fire main pipe needs to be dug up under sidewalk



6" Fire main pipe coming through the wall is badly rusted and dripping water located in the parking



6" Fire main pipe coming through the wall is badly rusted and dripping water located in the parking

**Budget and Finance Committee**

**Date: July 17, 2023**

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**Motion: Recommend Replacement of Toro Workman #513 and #515**

**Project Cost: \$88,619**

Based on the recommendation of the Maintenance Committee, I move that the Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors approve the purchase of two new Toro Workmans from LL Johnson at a cost of \$44,310 each (including taxes) for a total cost of \$88,619. This is a budgeted line item of \$70,000.

Motion made by:	
Seconded by:	

<b>Outcome of Vote:</b>	
For:	
Against:	
Absent/Abstaining:	
Notes:	

**Rationale/Notes:** See attached Request for Capital Expense



# HEATHER GARDENS ASSOCIATION REQUEST FOR CAPITAL EXPENDITURE

PROJECT: Replacement of Toro Workmans 513 & 515

F810 + F811

DEPT: Golf and Landscape Maintenance

DATE: 7/5/23

<b>BUDGET</b>	Budget Amount: \$ 70,000	Contract Amount: \$ 88,619.38 incl. tax
Year: 2023	Expended YTD: \$ 0	Change Order Res.: \$
Tab: R&G Equip	Unexp. Balance: \$	Total Project Cost: \$
Pg:		Add. Funds Request: \$

**DESCRIPTION:** Replace 2009 Toro Workman #512 with a 2021 Toro Workman

**JUSTIFICATION:** The R&G Department is current using two 2011 Toro Workmans for day-to-day operations. These pieces of equipment are the oldest Workman in our fleet and showing significant signs of wear from daily use. The Workmans are our work horses in landscape maintenance. Mechanically, each unit is in reasonable shape and still operational with needs for routine maintenance. However, each unit, because of age and hours, are quickly approaching a time where major components will wear out, increasing our expenses and downtime.

**BID COMPARISON:**

Toro Workman LL Johnson	Toro Workman Midwest Turf and Irrigation	Toro Workman Turf Equipment and Irrigation
\$82,054.98	\$85,925.15	\$86,156.70

**RECOMMENDATION:** That the Maintenance Committee recommend to the HGA Board of Directors that they purchase two new Toro Workmans to replace 513 and 515.

1. Department Head	2. CFO	3. CEO	4. Department Comm. Chair	5. Budget & Fin. Committee	6. HGA President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

Check concur, non-concur or concur with justification, then initial. Attach comment sheet if you like.

\*Capital expenditures, except emergency replacements and weatherproofing performed by HGA labor, are approved/revised as follows:  
All items require Blocks 1, 2 (when needed), and 3 through 7 completed.



4700 Holly Street  
 Denver, CO 80216  
 Mobile: 720-641-3865  
 Office: 303-394-6638



**HEATHER GARDENS GROUND DEPARTMENT**

**Estimated 2023/ 2024 Pricing**

Att: Matt Martella

6/26/2023

Qty	Model Number	Description	Unit price	Extended price
2	07385	Toro Workman HDX - 2WD (Kubota Diesel)	\$37,297.72	\$74,595.44
1		Budgetary cap not to exceed price until October 2024		\$7,459.54
				<b>\$82,054.98</b>
1	07409	Workman GTX EFI	\$11,173.40	\$11,173.40
1	07048	Bucket Seat Kit	\$632.04	\$632.04
1	07450	Steel Flatbed	\$977.04	\$977.04
1	07451	Steel Bed Sides	\$573.16	\$573.16
1	07142	ROPS Certified Cab	\$5,255.96	\$5,255.96
1	07150	Cab Door Kit	\$2,694.68	\$2,694.68
1	130-5615	Washer Bottle Kit	\$295.89	\$295.89
1	140-4785	Brake And Signal Light Kit	\$871.22	\$871.22
1	130-5484	Beacon Light	\$505.29	\$505.29
1	130-5449	Interior Mirror	\$69.65	\$69.65
Budgetary cap not to exceed price until October 2024				\$2,304.83
				<b>\$25,353.17</b>

Thank you for the opportunity to quote you on the equipment listed above. The prices are subject to change without notice due to market volatility. They include all set up and delivery.

\*Please allow me to requote when you are closer to your delivery date for up to date pricing.

\* Please note due to unexpected issues in our supply chain, we are experiencing extreme delays in certain product categories.

As always, please feel free to call me with any questions.



14201 Chalco Valley Parkway  
Omaha, NE 68138-6193  
(402)895-8900  
Fax: (402)895-8913  
Sales rep: Alan Johnson  
6/28/2023

Att: MATT MARTELLA  
Course: HEATHER GARDENS GOLF COURSE

Qty	Model Number	Description	Unit Price	Extension
2	07385	Toro Workman HDX - 2WD (Kubota Diesel)	\$42,668.08	\$85,336.16

Sub total	\$85,336.16
Estimated shipping	\$589.00
Total	\$85,925.16





**Heather Gardens Association Budget and Finance Committee**  
**Date: July 17, 2023**

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**Motion: Recommend purchasing a new vehicle for HG Security Department**

**Project Cost: \$36,225**

I move that the Budget and Finance Committee recommends that the Heather Gardens Association Board of Directors approve to purchase a new vehicle (2023 Toyota Rav4/Honda CRV) for HG Security Department in the amount of \$36,225 and not to exceed without prior Board approval. This is a budgeted item for 2023.

Motion made by:	
Seconded by:	

<b>Outcome of Vote:</b>	
For:	
Against:	
Absent/Abstaining:	
Notes:	

**Rationale/Notes:** See attached Request for Capital Expenditure for more details.

# HEATHER GARDENS ASSOCIATION REQUEST FOR CAPITAL EXPENDITURE

PROJECT: To Purchase a New 2023 Toyota Rav 4 or Honda CRV for the HG Security Department F826

DEPT: Security

DATE: 5/1/23

<b>BUDGET</b>	<b>Budget Amount:</b> \$36,225	<b>Contract Amount:</b> \$36,225	
Year:	Expended YTD: \$ 0.00	Change Order Res.: \$	
Tab:	Unexpended Balance: \$ 0.00	<b>Total Project Cost:</b> \$36,225	
Page:		Add. Funds Requested:	

**DESCRIPTION:**

To purchase a new 2023 Toyota Rav 4 or Honda CRV to replace the 2016 Toyota Camry patrol vehicle.

**JUSTIFICATION:** (Attach backup material as required)

The current 2016 Toyota Camry patrol vehicle has reached its hours of service and has 161,958 miles. The average hours of service for a patrol vehicle is about 5 years.

**BID COMPARISON:** (If required, summarize, or attach separate schedule.)

Due to the time constraints on finding and purchasing a new vehicle, we are unable to provide a bid/ pricing currently. All bids will be attached once vehicles are located, and estimates are provided.

**RECOMMENDATION:**

The recommendation is to approve the Heather Gardens Security Department to use the 2023 budget funds to purchase a new Toyota Rav 4 or Honda CRV, replacing the 2016 Toyota Camry that has reached its service hours. The cost to purchase a new Toyota Rav 4 or Honda CRV is not to exceed \$36,225 without prior board approval.

1. Dept. Head	2. CFO	3. CEO	4. Dept. Chair	5. B&F Committee	6. HGA President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

Check: Concur, Non-concur or Concur with justification, then initial. Attach comment sheet if you like.

\*Capital expenditures, except emergency replacements and weatherproofing performed by HGA labor, are approved/revised as follows:  
All Items require Block 1, 2 (when needed), and 3 through 8 completed.



**Heather Gardens Association Budget and Finance Committee**  
**Date: July 17, 2023**

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**Motion: Recommend purchasing a replacement of a used vehicle for the HG Security Department**

**Project Cost: \$19,713**

I move that the Budget and Finance Committee recommends that the Heather Gardens Association Board of Directors approve to purchase a used vehicle (Toyota Rav4/Honda CRV) for the HG Security Department to replace the 2018 Rav4 that was totaled in an accident in the amount of \$19,713 and not to exceed without prior Board approval.

Motion made by:	
Seconded by:	

<b>Outcome of Vote:</b>	
For:	
Against:	
Absent/Abstaining:	
Notes:	

**Rationale/Notes:** See attached Request for Capital Expenditure for more details.

# HEATHER GARDENS ASSOCIATION REQUEST FOR CAPITAL EXPENDITURE

PROJECT: Replace the 2018 Toyota Rav 4 Involved in the Accident with a Used Toyota Rav 4 or Honda CRV.

DEPT: Security

DATE: 5/1/23

*F842.3*

<b>BUDGET</b>	<b>Budget Amount:</b>	<b>\$Unbudgeted</b>	<b>Contract Amount:</b>	<b>\$19,713.00</b>
Year:	Expended YTD:	\$ 0.00	Change Order Res.:	\$
Tab:	Unexpended Balance:	\$ 0.00	<b>Total Project Cost:</b>	<b>\$19,713.00</b>
Page:			Add. Funds Requested:	

**DESCRIPTION:**

To purchase a used Toyota Rav 4 or Honda CRV to replace the 2018 Toyota Rav 4 involved in the accident. This purchase is not part of the 2023 capital projects list.

**JUSTIFICATION:** (Attach backup material as required)


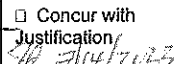

The 2018 Toyota Rav 4 was recently involved in an accident, totaling the vehicle. This leaves the Heather Gardens Security Department short a vehicle needed to complete their daily patrols.

**BID COMPARISON:** (If required, summarize, or attach separate schedule.)

Due to the time constraints on finding and purchasing a new vehicle, we are unable to provide a bid/ pricing currently. All bids will be attached once vehicles are located, and estimates are provided.

**RECOMMENDATION:**

The recommendation is to approve the Heather Gardens Security Department to use the funds released by our insurance company to purchase a used Toyota Rav 4 or Honda CRV, replacing the damaged 2018 Toyota Rav 4 patrol vehicle. The cost to purchase a used Toyota Rav 4 or Honda CRV is not to exceed \$19,713.00 without prior board approval.

1. Dept. Head	2. CFO	3. CEO	4. Dept. Chair	5. B&F Committee	6. HGA President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

Check: Concur, Non-concur or Concur with justification, then initial. Attach comment sheet if you like.

\*Capital expenditures, except emergency replacements and weatherproofing performed by HGA labor, are approved/ revised as follows:  
All Items require Block 1, 2 (when needed), and 3 through 8 completed.

**Budget and Finance Committee**  
**Date: July 17, 2023**

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**Motion: Recommend Increasing HGA Property Value and Earthquake Coverage for Insurance Renewal Period 2023-2024**

**Project Cost:**

I move that the Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors approve increasing HGA property value 10 percent and earthquake coverage from \$100,000,000 to \$200,000,000 for the insurance renewal period 2023-2024.

Motion made by:	Randy Lane
Seconded by:	

<b>Outcome of Vote:</b>	
For:	
Against:	
Absent/Abstaining:	
Notes:	

**Rationale/Notes:** Our property value has increased 5% in the last few years, and this has not kept up with inflation. Construction costs are up 35.6% from 2020. The earthquake coverage should be increased because most of our property value is in the 35 multi-story buildings, which could be destroyed by earthquakes rather than fire. After all, the buildings are made of concrete blocks.