SECTION 00 0101 PROJECT TITLE PAGE

PROJECT MANUAL

FOR

BLOOMINGTON TRANSIT REROOF

OWNER'S PROJECT NUMBER: 3520
BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
130 WEST GRIMES LANE
PROJECT LOCATION ADDRESS 2
BLOOMINGTON, INDIANA 47403
DATE: 1-19-21

PREPARED BY:
TABOR BRUCE ARCHITECTURE & DESIGN INC

SECTION 00 0103 PROJECT DIRECTORY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Identification of project team members and their contact information.

1.02 OWNER:

- A. Name: Bloomington Transit.
 - 1. Address Line 1: 130 West Grimes Lane.
 - City: Bloomington.
 State: Indiana.
 - 4. Zip Code: 47403.
 - 5. Telephone: 812-332-5688.
- B. Primary Contact: All correspondence from the Contractor to the Architect will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
 - 1. Title: General Manager.
 - 2. Name: Lew May.
 - 3. Email: mayl@bloomingtontransit.com.

1.03 CONSULTANTS:

- A. Architect: Design Professional of Record. All correspondence from the Contractor regarding construction documents authored by Architect's consultants will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
 - 1. Company Name: Tabor Bruce Architecture & Design Inc.
 - a. Address Line 1: 1101 S Walnut Street.
 - b. City: Bloomington.
 - c. State: Indiana.
 - d. Zip Code: 47401.
 - e. Telephone: 812-332-6258.
 - 2. Primary Contact: .
 - a. Title: President.
 - b. Name: Doug Bruce.
 - c. Email: dbruce@taborbruce.com.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

SECTION 00 0110

TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. 00 0101 Project Title Page
- B. 00 0103 Project Directory
- C. 00 0110 Table of Contents
- D. 00 2113 Instructions to Bidders
- E. 00 4100 Bid Form

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

- A. 01 2000 Price and Payment Procedures
- B. 01 2200 Unit Prices
- C. 01 2500 Substitution Procedures
- D. 01 3000 Administrative Requirements
- E. 01 3216 Construction Progress Schedule
- F. 01 4000 Quality Requirements
- G. 01 5500 Vehicular Access and Parking
- H. 01 6000 Product Requirements
- I. 01 7000 Execution and Closeout Requirements
- J. 01 7800 Closeout Submittals

2.02 DIVISION 02 -- EXISTING CONDITIONS

A. 02 4100 - Demolition

2.03 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

A. 06 1000 - Rough Carpentry

2.04 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- A. 07 0150.19 Preparation for Re-Roofing
- B. 07 2100 Thermal Insulation
- C. 07 5400 Thermoplastic Membrane Roofing
- D. 07 6200 Sheet Metal Flashing and Trim
- E. 07 7100 Roof Specialties
- F. 07 9200 Joint Sealants

SECTION 00 2113 INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 DOCUMENT INCLUDES

- A. Invitation
 - 1. Bid Submission
 - 2. Intent
 - 3. Work Identified in Contract Documents
 - 4. Contract Time
- B. Bid Documents and Contract Documents
 - 1. Definitions
 - 2. Contract Documents Identification
 - 3. Availability
 - 4. Examination
 - 5. Inquiries/Addenda
 - 6. Product/Assembly/System Substitutions
 - 7. Owner required Instructions to Bidders including:
 - 8. Appendix B-Required contract clauses
 - 9. E-Verify Affidavit
 - 10. Debarment and suspension certification
 - 11. Lobbying Certification
 - 12. Buy America Certification
 - 13. IN Wage Determination
- C. Site Assessment
 - 1. Site Examination
 - 2. Prebid Conference
- D. Bid Submission
 - 1. Submission Procedure
 - Bid Ineligibility
- E. Bid Enclosures/Requirements
 - 1. Security Deposit
 - 2. Consent of Surety
 - 3. Performance Assurance
 - 4. Insurance
 - 5. Bid Form Requirements
 - 6. Fees for Changes in the Work
 - 7. Bid Form Signature
 - Additional Bid Information-ALL FORMS LISTED UNDER 1.01 B, 7-OWNER REQUIRED FORMS.
- F. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Acceptance of Offer

1.02 RELATED DOCUMENTS

- A. Document 00 4301 Bid Form Supplements Cover Sheet.
- B. Document 00 4322 Unit Prices Form.
- C. Document 00 4323 Alternates Form.
- D. Document 00 4325 Substitution Request Form During Procurement
- E. Document 00 7300 Supplementary Conditions:

INVITATION

2.01 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Owner at 130 West Grimes Lane before 12 p.m. local standard time on the 8th day of April 2021.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids.
- D. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

2.02 INTENT

A. The intent of this Bid request is to obtain an offer to perform work to complete a Removal of existing membrane roofing and protection borad to two existing structures and the application of a new 60 mil TPO roof and protection board. located at 130 West Grimes Lane for a Stipulated Sum contract, in accordance with Contract Documents.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

 Work of this proposed Contract comprises site development, including general construction Work.

2.04 CONTRACT TIME

A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- C. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

A. Contract Documents are identified as Project Number 3520, as prepared by Architect who is located at 1101 S Walnut Street, and with contents as identified in the Table of Contents.

3.03 AVAILABILITY

- A. Bid Documents may be obtained at the office of Owner which is located at 130 West Grimes Lane-Bloomington IN..
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.04 EXAMINATION

- A. Bid Documents may be viewed at the office of Architect which is located at 1101 S Walnut Street.
- B. Bid Documents are on display at the offices of the following construction plan rooms:
 - Repro Graphix.
- C. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- D. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.05 INQUIRIES/ADDENDA

A. Direct questions to Doug Bruce, email; dbruce@taborbruce.com.

- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 2 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 2 days before receipt of bids.
- B. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.
- C. The submission shall provide sufficient information to determine acceptability of such products.
- D. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- E. Provide products as specified unless substitutions are submitted in this manner and accepted.
- F. See Section 01 6000 Product Requirements for additional requirements.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. A visit to the project site has been arranged for bidders as follows: 2 PM, March 24th, 2021 at the site.

4.02 PREBID CONFERENCE

- A. A bidders conference has been scheduled for 2 p.m. on the 24th day of March, 2021 at the location of the site-130 West Grimes Lane..
- B. All general contract bidders and suppliers are invited.
- C. Summarized minutes of this meeting will be circulated to attendees. These minutes will not form part of Contract Documents.
- D. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

5.01 SUBCONTRACTORS/SUPPLIERS/OTHERS

A. Refer to General Conditions.

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed. Bids will only be accepted by mail or by hand-delivered to the offices of the owner.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Items required under 1.01, B-7-13 Owner Required Instructions to Bidders Must be signed and sealed as required and included in the bid submission.
- D. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

6.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, will at the discretion of the Owner, be declared unacceptable.
- B. Missing Bid Forms, Appendices, and enclosures that are improperly prepared will, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements will, at the discretion of Owner, invalidate the bid.

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. If no contract is awarded, all security deposits will be returned.

7.02 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance bond as described in 00 7300 Supplementary Conditions.
- B. Include the cost of performance assurance bonds in the Bid Amount.

7.03 INSURANCE

A. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of Contract Documents.

7.04 BID FORM REQUIREMENTS

A. Complete all requested information in the Bid Form and Appendices, including Owner required forms.

7.05 FEES FOR CHANGES IN THE WORK

- A. Include the fees for overhead and profit on own Work and Work by subcontractors, identified in Document 00 7300 Supplementary Conditions .
- B. Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.
- C. Include in the Bid Form, the fees proposed for subcontract work for changes (both additions and deductions) in the Work. Contractor shall apply fees as noted, to the subcontractor's gross (net plus fee) costs on additional work.

7.06 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of

the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

7.07 ADDITIONAL BID INFORMATION

- A. The lowest bidder will be requested to complete the Supplements To Bid Forms within 24 hours after submission of bids.
- B. Submit the following Supplements concurrent with bid submission:
 - Document 00 4336 Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.
 - 2. Document 00 4322 Unit Prices Form: Include a listing of unit prices specifically requested by Contract Documents.
 - 3. Document 00 4323 Alternates Form: Include the cost variation to the Bid Amount applicable to the Work described in Section .
 - 4. Document 00 4325 Substitution Request Form During Procurement.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

Instructions to Bidders

1. General.

Date of Issue: March 17, 2021

Contracting Agency: Bloomington Public Transportation Corporation

130 West Grimes Lane

Bloomington, Indiana 47403

Funding: This project is financed through a grant from the Federal Transit Administration, and any contract entered into is subject to the provisions of applicable laws governing that grant. The successful bidder and all subcontractors shall be required to comply with all applicable federal, state, and local laws and regulations including the federally required contact clauses as shown in Appendix B.

2. <u>Identification Requirements for Bids.</u>

Bids sent by fax or email shall not be accepted. Bids shall be enclosed in an envelope with the name of the bidder and bearing the following caption:

General Manager Bloomington Public Transportation Corporation 130 West Grimes Lane Bloomington, Indiana 47403

Roof Replacement Construction Services Bid Opening Date: April 8, 2021, 12 noon

3. Instructions to Bidders.

The instructions to bidders and all that follows are, by this reference, made part of the contract documents for this project. For bids to be accepted as responsive, the following items must be included:

- (A) Completed Bid Form: All bidders are required to complete and sign the enclosed bid form. BPTC at its sole discretion may or may not award any bid alternates.
- (B) Debarment Certification. Bids must include an executed Debarment and Suspension certification as included in the Invitation for Bids. Please include an executed copy of this certification along with your bid. A copy of the certification is included herein.

- (C) Buy America Certification. Bids must include an executed Buy America certification as included in the Invitation for Bids. Please included an executed copy of this certification along with your bid. A copy of the certification is included herein.
- (D) Lobbying Certification. Bids must include an executed Lobbying certification as included in the Invitation for Bids. Please included an executed copy of this certification along with your bid. A copy of the certification is included herein.
- (E) E-Verify Affidavit. Bids must include an executed and notarized E-verify affidavit as included in the Invitation for Bids. Please included an executed copy of this certification along with your bid. A copy of the certification is included herein.
- (F) Bid Bond. Each bid must be accompanied by a certified or cashier's check or bid bond made payable to the Bloomington Public Transportation Corporation, in a sum of not less than five percent (5%) of the total amount of the aggregate bid including any optional or bid alternates.

4. Rights of Rejection:

The Bloomington Public Transportation Corporation reserves the right to postpone the bid opening date for its own convenience and to reject any or all bids and/or submittals for any reason. Bids sent by fax or email shall not be accepted.

5. Responsive Bidders.

The General Manager shall determine if each bidder is responsive. The responsiveness of the bid shall be determined by its conformance to the technical and legal requirements of the bid documents, including the submission and execution of all required certifications. Any bid that fails to conform to the essential requirements including specifications, terms and conditions shall be deemed non-responsive, and accordingly rejected.

6. Responsible Bidders.

The General Manager shall determine if each bidder is responsible. BPTC shall award contracts only to responsible bidders who possess the potential to perform successfully under the terms and conditions of the Invitation for Bids. Consideration shall be given to such matters as bidder integrity, record of past performance, and accessibility to financial and technical resources. The bidder shall affirmatively demonstrate its responsibility and, when necessary, the responsibility of any proposed subcontractors. If information obtained by BPTC clearly indicates that the bidder is not responsible and BPTC has doubts about the productive capacity or financial strength of a bidder which cannot be resolved affirmatively, a determination that the bidder is non-responsible shall be rendered. BPTC reserves the right to request financial information from any bidder.

7. Basis of Evaluation and Contract Award.

- (A) Contract award shall be made to the responsive and responsible bidder which offers the lowest price.
- (B) Bidders may be required to submit statements of their financial responsibility, qualifications and performance records before contract can be awarded to them.
- (C) BPTC shall conduct a price analysis. Sole source procurement or procurements which result in a single bid being received will be subject to price analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of the data to determine the effect on bid prices. Bidders shall be required to submit data relevant to the bid which will allow BPTC to sufficiently determine that the bid price is fair, reasonable and in accordance with federal, state and local regulations.

8. Indemnification

The Contractor shall indemnify and hold harmless the Bloomington Public Transportation Corporation, as well as any of its agents, officials, and employees, from all claims, demands, actions, liabilities, losses, suits, judgments, costs, and expenses, which may directly or indirectly arise from, or be incurred as a result of the Contractor's acts or omissions, including acts or omissions of its employees, servants, and agents. The BPTC will give prompt notice of any suits or claims instituted and will give all needed information to the Contractor for defending itself through counsel.

9. Withdrawing Bids

After bids are opened by BPTC, bids may not be withdrawn by the bidder for sixty (60) calendar days. However, prior to the date/time set for the bid opening, bids may be modified or withdrawn by the bidder's authorized representative in person, or by written notice received with return receipt signed by BPTC. If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the bid. Written notices shall be received in the BPTC's General Offices no later than the exact date/time for bid opening and require that BPTC sign a receipt from the bidder.

10. Communications with Bidders and Potential Bidders

The General Manager may provide technical assistance and guidance to bidders and prospective bidders. Communications with bidders and potential bidders after the Invitation for Bid (IFB) is issued will be only through the General Manager. After release of the IFB, all other communication must be in writing to the General Manager. The General Manager's written response will be sent to all bidders and prospective bidders. BPTC staff will redirect all inquiries from bidders and prospective bidders to the General Manager.

11. Errors in Bids.

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so shall be at the bidder's own risk and he/she cannot secure relief on the plea of errors.

12. Financial Statements.

Bidders may be requested to submit financial statements prior to contract award to demonstrate that the bidder is financially responsible to receive the award.

13. Taxes.

BPTC is exempt from payment of federal, state, and local taxes. As such, taxes shall not be included in bid prices. BPTC shall furnish the necessary tax exemption certificates.

14. Assignment of Contract.

This contract may not be assigned in whole or in part without the written consent of BPTC.

15. Applicable Law and Venue.

The work performed by the successful bidder in response to these specifications shall be in compliance with all applicable Federal, state and local laws and their respective rules and regulations. This compliance shall be at the successful bidder's expense.

Venue for any legal action arising out of this contract and between the parties hereto shall be exclusively in Monroe County, Indiana.

The work performed by the successful bidder in response to this Invitation for Bids shall be in compliance with all applicable Federal, state, and local laws including the Davis Bacon Act, and their respective rules and regulations. The wage determination for this project is attached as Exhibit D. In addition, the successful bidder shall fully comply with E-verify and State Iranian investment regulations and laws including execution and notarizing of the Affidavits contained in Exhibits A and B, and include them with your bid.

16. Bid Protest Procedures.

Protests may be made by prospective bidders or bidders whose direct economic interests would be affected by the award of a contract or by failure to award a contract. BPTC will consider all protests requested in a timely manner regarding the award of a contract,

whether submitted before or after an award. All protests are to be submitted in writing to the Bloomington Public Transportation Corporation, 130 W. Grimes Lane, Bloomington, Indiana, 47403. Protest submissions shall be concise, logically arranged, and clearly state the grounds for the protest. Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid opening must be submitted in writing to the General Manager and must be received five (5) days prior to bid opening or closing date for receipt of bids. Bid protests against the making of an award must be submitted in writing to the General Manager within five (5) days following the bid opening. Copies of BPTC's detailed protest procedures are available by contacting the General Manager.

17. Insurance

The contractor shall, as a prerequisite to award of contract, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under a contract awarded for this project, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Coverage Limits

A. Worker's Compensation & Disability – Statutory Requirements

B. Employer's Liability Bodily Injury by Accident - \$100,000 each accident Bodily Injury by Disease - \$500,000 policy limit Bodily Injury by Disease - \$100,000 each employee

C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations) - \$1,000,000 per occurrence and \$2,000,000 in the aggregate Products/Completed Operation - \$1,000,000 Personal & Advertising Injury Limit - \$1,000,000 Fach Occurrence Limit - \$1,000,000

Each Occurrence Limit - \$1,000,000

Fire Damage (any one fire) \$50,000

D. Comprehensive Auto Liability (single limit, owned, hired and non-owned) - \$1,000,000 each accident

E. Umbrella Excess Liability \$5,000,000 each occurrence and aggregate. The Deductible on the Umbrella Liability shall not be more than \$10,000

CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

- 1. Premises and operations;
- 2. Contractual liability insurance as applicable to any hold-harmless agreements;
- 3. Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to BPTC on an annual basis during the aforementioned period;
- 4. Broad form property damage including completed operations;
- 5. Fellow employee claims under Personal Injury; and
- 6. Independent Contractors.

With the prior written approval of BPTC, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with BPTC prior to commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by BPTC. The BPTC shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

18. Davis Bacon Prevailing Wages

This project is federally funded and as such the selected contractor must pay Davis Bacon prescribed prevailing wages for Monroe County in accordance with the Wage Determination included herein. Certified payrolls must be provided to BPTC for review and approval prior to payment of any invoices related to the project.

19. Bid Bond

Each bid must be accompanied by a certified or cashier's check or bid bond made payable to the Bloomington Public Transportation Corporation, in a sum of not less than five percent (5%) of the total amount of the aggregate bid including any optional or bid alternates.

20. Performance and Payment Bonds

Upon award of contract, the Contractor shall furnish to BPTC a performance bond by a fully qualified surety company acceptable to BPTC equal to 100 percent of the original

contract price, unless the BPTC determines that a lesser amount would be adequate for the protection of the BPTC.

Upon award of contract, the Contractor shall furnish to BPTC a payment bond by a fully qualified surety company acceptable to BPTC equal to 100 percent of the original contract price.

21 Pre-Bid Conference and Site Visits.

A pre-bid conference will be held on March 24, 2021 at 2 p.m. EST at the site located at 130 W. Grimes Lane, Bloomington, Indiana. Questions about the project, specifications, drawings, big alternates, exceptions and approved equals, and bid requirements can be addressed and answered at the pre-bid conference.

Bidders who can't attend the pre-bid conference are strongly encouraged to make an appointment to visit the site and familiarize themselves with the areas of the facility included as part of the project. Site visits need to be arranged in advance with Mr. Lew May, BPTC General Manager, by calling (812) 961-0522.

22. Project Schedule

Bid Issue March 17, 2021

Pre-Bid Conference March 24, 2021, 2 p.m.

Bids Due April 8, 2021, 12 noon

Award Contract April 20, 2021

Appendix B: Required Contract Clauses

With submission of a bid, bidders agree to all of the requirements summarized in the following clauses. Affidavits and certifications included in this document shall be properly executed, notarized and included with your bid.

Program Fraud and False or Fraudulent Statements or Related Acts - (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- (4) The Contractor must promptly notify the U.S. DOT Inspector General in addition to the Federal Transit Administration Chief Counsel or Regional Counsel for the Region V, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor.

Clean Water - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et <u>seq</u>. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Clean Air - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Recycled Products - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Termination for Convenience -The BPTC may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the BPTC to be paid the Contractor. If the Contractor has any property in its possession belonging to the BPTC, the Contractor will account for the same, and dispose of it in the manner the BPTC directs.

Termination for Default - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the BPTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the BPTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the BPTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the BPTC may terminate this contract for default. The BPTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies

delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the BPTC.

Opportunity to Cure - The BPTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the BPTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from the BPTC setting forth the nature of said breach or default, the BPTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the BPTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach - In the event that the BPTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the BPTC shall not limit BPTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Civil Rights - The following requirements apply to the underlying contract:

- (1) Nondiscrimination In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) <u>Equal Employment Opportunity</u> The following equal employment opportunity requirements apply to the underlying contract:
- (a) <u>Race, Color, Creed, National Origin, Sex</u> In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 <u>et seq</u> ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending

Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) <u>Age</u> In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) <u>Disabilities</u> In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the General Manager of the BPTC. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the BPTC General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the BPTC General Manager shall be binding upon the Contractor and the Contractor shall abide be the decision.

Unless otherwise directed by the BPTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the BPTC and the Contractor arising out of or relating to this agreement

or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the BPTC is located.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the BPTC or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Contract Works Hours and Safety Standards Act, The contractor agrees to comply with applicable provisions of Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations 29 CFR, Part 5.5. Compliance with the provisions of this article by all levels of subcontractors will be the responsibility of the contractor.

- (1) **Overtime requirements** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages The Bloomington Pubic Transportation Corporation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) **Subcontracts** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- (5) Payrolls and basic records (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Davis-Bacon Act. (1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such

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

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer

or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (2) Withholding The BPTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the BPTC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) **Payrolls and basic records** (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the BPTC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them

available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (4) Apprentices and trainees (i) Apprentices Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) <u>Trainees</u> Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be

greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) <u>Equal employment opportunity</u> The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) **Contract termination: debarment** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning

of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

- (10) Certification of eligibility (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Business Entity entering into a contract with the Bloomington Public Transportation Corporation (BPTC) is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Business Entity is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Business Entity, being first duly sworn, deposes and states that the Business Entity does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Agency, the

undersigned Business Entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program. Business Entity shall submit documentation to BPTC which evidences that the business entity has enrolled in and is participating in the E-Verify program.

Business Entity:		
By (Written Signature):		
Printed Name:		
Title:		
Important – Notary Signature and Seal Require	ed in the Space Below	
STATE OF SS: COUNTY OF		
Subscribed and sworn to before me this	day of	, 20
My commission expires:	-	
Signed:		
Residing in	County,	
State of		

Debarment and Suspension Certification (Any bid in excess of \$25,000 must include this certification)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts over \$25,000).

Instructions for Certification

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the

prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the BPTC may pursue available remedies, including suspension and/or debarment.

- 3. The prospective lower tier participant shall provide immediate written notice to the BPTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the BPTC for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the BPTC.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
- 8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the BPTC may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion - Lower Tier Covered Transaction"

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Contractor's Authorized Official:	
Name and Title of Contractor's Authorized Official:	
Date:	

Lobbying Certification

The undersigned subrecipient certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[
Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited

expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Subrecipient certifies or

The Subrecipient, _______, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Official	Signature of Subrecipient's Authorized
Official	Name and Title of Subrecipient's Authorized
	Date

Buy America Certification

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date

Signature

Company Name

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date

Signature

Company Name

Title

Wage Determination

"General Decision Number: IN202110002 02/26/2021

Superseded General Decision Number: IN20200002

State: Indiana

Construction Type: Building

Counties: Adams, Allen, Bartholomew, Benton, Blackford, Boone, Carroll, Cass, Clinton, DeKalb, Delaware, Fountain, Fulton, Grant, Hamilton, Hancock, Hendricks, Howard, Huntington, Jay, Johnson, Madison, Marion, Miami, Monroe, Montgomery, Morgan, Noble, Shelby, Steuben, Tippecanoe, Tipton, Wabash, Warren, Wells, White and Whitley Counties in Indiana.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available

at www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/01/2021	
1		01/29/2021	
2		02/12/2021	
3		02/26/2021	

^{*} ASBE0018-004 06/01/2020

BARTHOLOMEW, BENTON, BOONE, CARROLL, CLINTON, DELAWARE, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, AND WARREN COUNTIES:

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)	\$ 32.85	21.38
wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)	\$ 23.00	14.40
7CDE0041_002 07/01/2010		

ASBE0041-002 07/01/2019

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)		16.89
* ASBE0075-003 06/01/2020		
CASS, FULTON and WHITE COUNTIE	S	
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)	\$ 23.00	26.04
BOIL0374-002 03/01/2018		
	Rates	Fringes
BOILERMAKER	\$ 37.22	27.65
BRIN0003-001 06/01/2020		

INDIANAPOLIS
BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stone Mason,		
Pointer, Caulking	.\$ 32.85	15.03
TERRAZZO FINISHER	.\$ 20.52	11.07
TERRAZZO WORKER/SETTER	.\$ 32.79	14.88
Tile & Marble Finisher	.\$ 21.02	9.37
Tile, Marble Setter	.\$ 32.04	14.87

BRIN0004-004 06/01/2020

FORT WAYNE

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:

	Rates	Fringes
BRICKLAYER (STONE MASON, MARBLE MASONS, POINTER,		
CLEANER, AND CAULKER)	\$ 31.02	17.11
Terrazzo Grinder Finisher	\$ 27.50	13.76
Terrazzo Worker Mechanic	\$ 31.68	17.56
Tile Setter & Marble Mason		
Mechanic	\$ 27.00	15.72
Tile, Marble & Terrazzo		
Finisher	\$ 24.38	12.97

BRIN0004-021 06/01/2020

BARTHOLOMEW and MONROE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	\$ 29.76	15.07
TERRAZZO FINISHER	\$ 20.52	11.07
TERRAZZO WORKER/SETTER	\$ 32.79	14.88
Tile & Marble Finisher	\$ 21.02	9.37

Tile & Marble Setter; Mosaic		
Worker\$	32.04	14.87

BRIN0011-001 06/01/2020

LAFAYETTE

BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN and WHITE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason,	¢ 20 26	17 06
Pointer, Caulker & Cleaner TERRAZZO FINISHER		17.86 11.07
TERRAZZO WORKER/SETTER		14.88
Tile & Marble Finisher Tile & Marble Setter; Mosaic	.\$ 21.02	9.37
Worker	.\$ 32.04	14.87

BRIN0018-001 06/01/2020

CASS, FULTON, GRANT, HOWARD, MIAMI and WABASH COUNTIES

	Rates	Fringes
Bricklayer, Stonemason,		
Pointer, Caulker & Cleaner	.\$ 30.28	17.53
Terrazzo Worker Finisher	\$ 30.00	15.54
TERRAZZO WORKER/SETTER	.\$ 32.71	20.88
Tile & Marble Finisher	.\$ 30.00	15.54
Tile, Marble Setter	.\$ 31.71	20.88

BRIN0019-001 06/01/2020

MUNCIE CHAPTER

BLACKFORD, DELAWARE, HAMILTON, JAY, MADISON AND TIPTON COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason,		
Pointer, Caulker & Cleaner	\$ 31.26	17.04
TERRAZZO FINISHER	\$ 19.07	7.06

TERRAZZO WORKER/SETTER Tile & Marble Finisher	·	10.96 7.07
Tile & Marble Setter; Mosaic Worker	.\$ 28.98	10.85
CARP0215-001 06/01/2020		
BENTON, CARROLL, CLINTON, TIPPE COUNTIES:	CANOE, WARREN AI	ND WHITE
	Rates	Fringes
CARPENTER		21.87 21.99
CARP0232-001 06/01/2020		
ALLEN, DEKALB, NOBLE, STEUBEN and	d WHITLEY COUNT:	IES
	Rates	Fringes
Carpenter & Piledrivermen	.\$ 26.47	21.16
CARP0615-001 06/01/2020		
ADAMS, CASS, FULTON, GRANT, HOWARD WABASH and WELLS COUNTIES	RD, HUNTINGTON,	MIAMI, TIPTON,
	Rates	Fringes
Carpenter & Piledrivermen	.\$ 27.01	21.14
CARP0912-001 06/01/2020		
	Rates	Fringes
CARPENTER ZONE 2: BOONE, FOUNTAIN, HENDRICKS, MONROE, MONTGOMERY AND MORGAN COUNTIES Carpenters, Drywall	.\$ 30.39	21.52

Millwright\$	30.02	23.40
ZONE 4: BLACKFORD,		
DELAWARE, JAY AND MADISON		
COUNTIES		
Carpenters, Drywall\$	30.10	21.52
Millwright\$	30.02	23.40

CARP0912-002 06/01/2020

HAMILTON, HANCOCK, JOHNSON (Townships of White River, Pleasant and Clark), MARION

	Rates	Fringes
Carpenters:		
Carpenters, Drywall		
Installers, Piledrivers	\$ 31.90	21.52
Millwright	\$ 30.02	23.40
Soft Floor Layers	\$ 28.85	18.63

CARP0999-008 06/01/2020

BARTHOLOMEW, JOHNSON (Townships of Union, Hensley, Franklin, Nineva, Needham and Blue River), SHELBY COUNTIES

	Rates	Fringes
		_
Carpenters:		
Carpenters, Drywall		
Installers, Piledriver	\$ 28.91	21.52
Millwright	\$ 30.02	23.40
Soft Floor Layers	\$ 28.85	18.63

CARP1029-001 06/01/2020

ADAMS, ALLEN, CASS, DEKALB, ELKHART, FULTON, GRANT, HOWARD, HUNTINGTON, KOSCIUSKO, LAGRANGE, MARSHALL, MIAMI, NOBLE, ST. JOSEPH, STEUBEN, TIPTON, WABASH, WELLS and WHITLEY COUNTIES

Rates Fringes

MILLWRIGHT	.\$ 28.58	25.21
ELEC0305-002 12/01/2020		
ADAMS, ALLEN, DE KALB, HUNTINGTON WHITLEY COUNTIES	N, NOBLE, STEUBE	IN, WELLS, and
	Rates	Fringes
ELECTRICIAN	.\$ 34.69 9.	.02+28.76%
ELEC0481-005 06/01/2020		
BARTHOLOMEW, BOONE, HAMILTON, HAMILTON, MARION, MONTGOMERY, MORO	·	
	Rates	Fringes
ELECTRICIAN	.\$ 35.35	24.40
ELEC0538-006 01/01/2020		
FOUNTAIN AND WARREN COUNTIES:		
	Rates	Fringes
ELECTRICIAN	.\$ 35.30	21.36
ELEC0668-002 01/01/2020		
BENTON, CARROLL, CASS, FULTON, T	IPPECANOE and Wh	HITE COUNTIES
	Rates	Fringes
ELECTRICIAN	.\$ 33.84	20.13
FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Memorial Day, July 4th, Labor Day, Veterans Day Thanksgiving Day and Christmas Day		

ELEC0725-006 06/01/2020

MONROE COUNTY

	Rates	Fringes	
Communication Technician	\$ 28.67	15.07	
Includes the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound and vision production and reproduction apparatus, equipment and appliances used for domestic, commercial, education, entertainment and private telephone systems.			
ELEC0725-011 10/01/2020			
MONROE COUNTY:			
	Rates	Fringes	
ELECTRICIAN	\$ 37.98	20.29	
ELEC0855-003 06/01/2020			
BLACKFORD, DELAWARE, AND JAY CO	UNTIES		
	Rates	Fringes	
ELECTRICIAN	\$ 33.17	18.19	
ELEC0873-002 03/01/2020			
CLINTON, GRANT, HOWARD, MIAMI,	TIPTON AND WABA	SH COUNTIES:	
	Rates	Fringes	
ELECTRICIAN		18.61	
ELEV0034-001 01/01/2021			
	Rates	Fringes	
ELEVATOR MECHANIC	\$ 51.23	36.365+a+b	

- a) PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
- b) Employer contributes 8% of regular hourly rate to vacation pay credit for employee with more than 5 years of service; 6% for less than 5 years' service.

ELEV0044-002 01/01/2021

	1	Rates	Fringes
ELEVATOR	MECHANIC\$	53.07	36.365+a+b

- a) PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
- b) Employer contributes 8% of regular hourly rate to vacation pay credit for employee with more than 5 years of service; 6% for less than 5 years' service.

ENGI0103-001 04/01/2016

BENTON, CARROLL, CASS, CLINTON, GRANT, HOWARD, MIAMI, TIPPECANOE, TIPTON, WABASH, and WHITE COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	\$ 33.06	16.34
GROUP 2	\$ 30.06	16.34
GROUP 3	\$ 28.49	16.34
GROUP 4	\$ 24.79	16.34

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: A-Frame Winch Truck, Air Compressors over 600 cu.ft., Air Tugger, Autograde (CMI), Auto Patrol, Backhoe, Ballast Regulator (RR), Batcher Plant (electricial control

concrete), Bending Machine (pipe), Bituminous Plant (engineer), Bituminous Plant, Bituminous Mixer Travel Plant, Bituminous Paver, Bituminous Roller, Buck Hoist, Bull Dozer, Cable Way, Chicago Boom, Clamshell, Concrete Mixer (21 cu. ft. or over), Concrete Paver, Concrete Pump (crete), Crane, Craneman, Crusher Plant, Derrick, Derrick Boat, Dinkey, Dope Pots (pipeline), Dragline, Dredge Operator, Dredge Engineer, Drill Operator,, Elevating Grader, Elevator, Ford Hoe (or similar type equipment), Forklift, Formless Paver, Gantry Crane, Gradall, Grademan, Grout Pump, Helicopter Crew, Heterington Paver, High-Lift, Hoist, Hopto, Hough Loader (or similar type), Hydro Crane, Hydro Hammer, Locomotive Crane, Locomotive, Mechanic, Mobile Mixer, Motor Crane, Mucking Machine, Multiple Tamping Machine (rr), Overhead Crane, Pile Driver, Pulls, Push Dozer, Push Boats, Roller (sheep foot), Ross Carrier, Scoop, Shovel, Side Boom, Swing Crane, Tail Boom, Tar Machine (pipeline), Throttle Valve, Tower Crane, Trench Machine, Welder (heavy duty), Truck Mounted Concrete Pump, Truck-Mounted Drill, Well Point, Whirleys

GROUP 2: Air Compressor (up to 600 cu. ft.), Brakeman, Bull Float, Concrete Mixer (over 10s and under 21s), Concrete Spreader or Puddler, Deck Engine, Drill Helper, Electic Vibrator Kompactor (earth or rock), Finishing Machine, Gireman, Greaser (on grease facilities servicing heavy equipment), Material Pump, Motor Boats, Motor Crane Oiler, Portable Loader, Post Hole Digger, Power Broom, Rock Roller, Roller-Wobble Whell (earth or rock), Spike Machine (RR) Seamen Tiller, Spreader Rock, Sub Grader, Tamping Machine, Truck Mounted Drill Oiler, Welding Machine, Widener (apsco or similar type)

GROUP 3: Air Compressor 210 cu ft & over, Bituminous Distributor, Chair Cart, Concrete Curing Machine, Concrete Saw, Dope Pot Power Agitated, Flex Plane, Form Grader, Hydrohammer, Jacks Hydraulic Power Driven, Paving Joint Machine, Post Hole Digger, Roller Earth, Throttle Valve, Track Jack Power Driven, Tractor Farm Type, Truck Crane Driver

GROUP 4: Air Compressor (under 200 cu. fr. per min), Bituminous Distributor, Cement Gun, Concrete Saw, Conveyor, Deck Hand Oiler, Earth Roller, Form Grader, Generator, Guardrail Driver, Heater, Oiler, Paving Joint Machine, Power Traffic Signals, Steam Jenny, Vibrator, Water Pump, ""JLG"" Lifts and ""Scissor"" Lift or similar machine

ENGI0103-002 04/01/2016

BLACKFORD, DELAWARE, HAMILTON, HANCOCK, JAY, JOHNSON, MADISON, MARION, and SHELBY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	34.80	15.13
GROUP 2	33.85	15.13
GROUP 3	3 29.80	15.13
GROUP 4	3 26.10	15.13

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor (pressurizing shafts, tunnels & drivers); Air Tugger; Auto Patrol; Back Filler; Back Hoe; Boom Cat; Boring Machine; Bull Dozer; Caisson Drilling Machine; Cherry Picker; Compactor (with dozer blade); Concrete Mixer (dual drum); Concrete plant; Concrete Pump; Crane with all attachments; Crane- Electric overhead; Derrick; Ditching Machine (18' and over); Dredge; Elevators (when hoisting material or tools); Fork Lift (machinery); Formless Paver; Generator (power for welders of compressor); Gradall; Helicopter; Helicopter Winch Operator; High Lift-Front End Loader; Hoist-Material and/or Personnel over 3 Floors; Locomotive; Mechanic on job site; Mucking Machine; Panel Board Concrete Plant; Pile Driver; Push Cat; Scoop & Tractor; Scraper-Rubber Tired; Spreader-Tractor Mounted; Straddle Carrier-Ross Type; Sub Base Finish Machine (C.M.I. or smiliar); Tower Crane; Tractor with Backhoe (over 1/2 yard); Welder (craft)

GROUP 2: A Frame Truck; Batcher Plant (automatic dry batch); Bending Machine-Power Driven; Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Boatman; Bull Float; Compactor or Tamper-Self Propelled; Concrete Mixer (21 cu. ft. or over); Concrete Spreader-Power Driven; Dinkey

Engine; Ditching Machine; Ditching Machine (less than 18""); Drilling Machine; Finish Machine & Bull Float; Finishing Machine; Fireman-Pile Driving and Boilers; Fork Lift-Masonry & Material; Gunite Machine; Head Greaser; Hoist-Material and/or personnel 3 floors and under; Mechanic in shop; Mesh Depresser-Mesh Placer; P.C.C. Concrete Belt Placer; Ruller-Asphalt, stone & sub base; Sheepsfoot Roller- Self Propelled; Shop Mule; Spreader or Base Paver-Self Propelled; Sub Grader; Throttle valve with air compressor or boiler; Tractor with Backhoe (1/2 yard & under); Tractor-high lift-farm type; Tractor-Industrial Type; Tractor with Winch; Well Points; Winch Trick

GROUP 3: Air Compressor (210 cu. ft. & over); bituminous Distributor; Chair Cart; Concrete Curing Machine; Concrete Saw; Dope Pot Power Agitated; Flex Plane; Form Grader; Hydrohammer; Jacks-Hydraulic-Power Driven; Minor Equipment opr. 3,4, or 5; Paving Joint Machine; Post Hole Digger; Roller-Earth; Throttle Valve; Track Jack-Power Driven; Tractor-Farm Type; Truck Crane Driver

GROUP 4: Air Compressor (less than 210 cu. ft.); Concrete Mixer (under 21cu. ft.); Conveyor; Generator; Mechanical Heater; Oiler; Operator-2 pieces of miner equipment; Power Broom; Pump; Welding Machine

ENGI0103-007 04/01/2016

ADAMS, ALLEN, DEKALB, HUNTINGTON, STEUBEN, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	\$ 33.13	15.77
GROUP 2	\$ 32.18	15.77
GROUP 3	\$ 29.18	15.77
GROUP 4	\$ 25.68	15.77

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Tugger; Auto Patrol, Back Filler; Back Hoe;

Boom Cat; Boring Machine; Bull Dozer; Caisson Drilling Machine; Cherry Picker; Compactor (with dozer blade); Concrete Mixer (dual drum); Concrete Plant; Concrete Pump; Crane with all attachments; Crane Electric overhead; Derrick; Ditching Machine (18"" and over); Dredge; Fork Lift (machinery); Formless Paver; Gradall; Helicopter; Helicopter Winch Operator; High Lift Front End Loader; Hoist Material and/or personnel over 3 floors; Locomotive; Mechanic on Job Site; Mucking Machine; Panel Board Concrete Plant; Pile Driver; Push Cat; Scoop & Tractor; Scraper Tubber Tired; Skid Steer Machine (grading and back hoe); Spreader Tractor Mounted; Straddle Carrier Ross Type; Sub Base Finish Machine (C.M.I.or similar); Tower Crane; Tractor with backhoe (over 1/2 yard); Welder for Craft Work.

GROUP 2: A-Frame Truck; Batcher Plant (automatic dry batch); Bending Machine Power Driven; Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Boatman; Bull Float; Compactor or Tamper Riding Only; Concrete Mixer (21 cu. ft. or over); Concrete Spreader Power Driven; Dinkey Engine; Ditching Machine (less than 18"" riding only); Drilling Machine; Elevators (when hoisting material or tools); Finish Machine and bull Float (excluding trowelling machine); Fireman Pile Driving and Boilers; Gunite Machine; Head Greaser; Hoist Material and/or personnel 3 floors and under; Mesh Depressor Mesh Placer; P.C.C. Concrete Belt Placer; Roller Asphalt, Stone & Sub Base; Sheepsfoot Roller Self Propelled; Shop Mule; Spreader or Base Paver Self Propelled; Sub Grader; Throttle Valve with Air Compressor or Boiler; Tractor with Backhoe (1/2 yard & under); Tractor High Lift Farm Type; Tractor Industrial Type; Tractor with Winch: Winch Truck.

GROUP 3: Bituminous Distributor; Chair Cart; Concrete Cuting Machine; Dewatering Sytems; Dope Pot Power Agitated; Flex Plane; Fork Lift (masonry and material); Form Grader; Hydrohammer; Jacks Hydraulic Power Driven; Paving Joint Machine; Post Hole Digger (machine Mounted); Roller Earth; Skid Steer Machine (fork lift and trasporting); Throttle Valve; Track Jack Power Driven; Tractor Farm Type.

GROUP 4: Air Compressor (pressurizing shafts, tunnels and divers); Air Compressor (over 210 cu. ft.); Concrete Saw; Conveyor; Generators; Oiler; Operating minor equipment;

Power Broom; Truck Crane Driver; Welding Machines over 300 amps (2 or more).

ENGI0150-017 06/01/2020

FULTON and NOBLE COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	\$ 30.15	31.10
GROUP 2	\$ 28.80	31.10
GROUP 3	\$ 28.00	31.10
GROUP 4	\$ 27.20	31.10
GROUP 5	\$ 24.60	31.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Mechanic, Asphalt Plant, Asphalt Spreader, Auto Grader; Batch Plant, Benoto (requires 2 Engineers), Boiler and Throttle Valve, Boring Machine (road), Bulldozers (with engines of 140 net horse power or more) Caisson Rigs, Central Redi-mix Plant, Concrete Conveyor Systems, Concrete Power (over 27E cu. ft.), Concrete Paver (27E cu. ft. and under), Concrete Pumps/Grout cncrete placer (Truck Mounted), Concrete Tower, Cranes and backhoes (all), Cranes, Hammerhead Tower, Creter Crane, Derricks (all), Forklift (capable of hoisting and mechanically moving forks horizontally), Grader, Elevating, Highlift Shovels or Front End Loaders (over 3 yd bucket), Hoists (2 or more drums), Locomotives (all), Laser screed, Motor Patrol, Pile Drivers and Skid Rig, Pre-Stress Machines, Pump Cretes & Similar Types, Rock Drill (Self-Propelled), Rock Drill (self propelled Truck Mounted), Scoops (tractor drawn), Slip-Form Paver, Tournapull, Tractor with Boom & Side Boom, Trenching Machine (12 or more inches in width), Combination Backhoe Front End Loader Machine with backhoe 1/2 yd bucket or attachments.

GROUP 2: Air Compressor (600 cu. ft. and over), Bob Cat (over 3/4 cu. yd.), Boilers, Broom (all powered propelled), Bull Dozers with engines of less than 140 net horsepower, combination backhoe front end loader 1/2 yf bskhhoe or

under, Compressor and Throttle Valve, Concrete Breaker (truck mounted), Concrete Mixer (of more than 21 cu. ft. capacity), Forklift (with fixed or tilt mast), Greaser Engineer, Highlift shovel or front endloader 3 yd bucket and under, Hoists (1 drum), Hydraulic Boom Truck, Post Hole Digger (vehicle mounted), Pump Cretes (squeeze crete type pumps, Gypsum, bulker, Rollers (all), Steam Generators, Stone Crushers, Straddle Buggies, Tractors, Winch Trucks (with ""a"" frame.

GROUP 3: Buck Hoist, Combination (small equipment operator), .Conveyor (portable), Grouting Machine, Hoist Elevators (material and personnel), Hydraulic Power Units, Grouting and Pile Driving, Stud Welder, Trenching Machines less than 12 inches in width, Welding Machines (8 through 15).

GROUP 4: Bobcat (up to and including 3/4 cu. yd.). Compressor (over 210 cu. ft. and less than 600 cu. ft.), Generator (over 50 kw.), Heaters, Mechanical, Hoists (all elevator, permanent installation), Hoist (automatic), Hoist (tugger single drum), Oilers, Pumps, Well Points and electric submersible, Small Rubber Tired End Loaders (1/4 cu. yd. and under), Tractors (farm type) Welding Machines (2 through 8).

GROUP 5: Bobcats and forklifts (commercial or residential).

ENGI0181-004 04/01/2020

BARTHOLOMEW COUNTY

]	Rates	Fringes
Power equipment operators:		
GROUP A\$	35.43	17.25
GROUP B\$	27.30	17.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A: A-frame winch truck, articulating dump, autograde (CMI), auto patrol, ballast regulator (RR), batcher plant (electrical control concrete), bending machine (pipe), bituminous plant (engineer), bituminous plant, bituminous

mixer travel plant, bituminous paver, bituminous roller, boring machine, buck hoist, bull dozer, cable way, Chicago boom, chimney hoist, clamshell, concrete mixer (21 cu.ft. or over), concrete paver, concrete pump (crete), construction elevator (Allmac or similar) creane, creaneman, crawler backhoe, bcreawler high-lift, crusher plant, derrick, derrick boat, dinkey, directional/boring machine, dope pots (pipeline), double drum tugger (electric or air), dragline, dredge operator, dredge engineer, drill operator, elevating grader, extendable boom forklift, formless paver, gantry crane, gator (or similar type tiller), gradeall, grader, grademan, greaser (on grease facility servicing heavy equipment), G.P.S. System (on equipment within the classifications), grout pump, head greaser, helicopter crew, Hetherington paver, hoist (motorized, gas or diesel), hydraulic crane, hydro blaster, Industrial type forklift (over 9,000 lbs.), laser concrete screed, laser or remote controlled equipment (within the classifications), locomotive crane, locomotive, mechanic, mobile mixer, motor creane, mucking machine, multiple tamping machine (RR) overhead crane, pile driver, pulls, push dozer, push boats, roller (sheep foot), rough terrain crane, R.T. backhoe, R.T. endloader, Ross carrier, scoop, shovel, side boom, skidsteer loader (bobcat or similar type), swing crane, tail boom, tar machine (pipeline), tower crane, trench machine, welder (heavy duty), truck mounted concrete pump, truck-mounted drill, vacuum truck, well point, whirleys.

GROUP B: Air compressor (1 or more, 600 cfm and over), air compressor with throttle valve, bituminous distributor, brakeman, bullfloat, cement gun, concrete mixer, concrete say, concrete spreader or puddlers, conveyor, deck hand oiler, deck engine, drill helper, earth roller electric vibrator compactor (earth or rock), elevator (in-plant, automatic), finishing machine fireman, form grader, generator, guard-rail driver, heater, oiler, Industrial type forklift (9,000 lbs. and under), arterial pump, motor boats, paving joint machine, post hole digger, power broom, power traffic signals, rock roller, rock spreader, Roller (earth or rock), spike machine (RR), steam jenny, sub grader, taping machine, truck crane oiler, truck mounted drill oiler Tugger (one-drum, air or electric) vibrator, vibro-piling hammer- hydraulic hammer or auger, water pump,

widener (apsco or similar type) welding machine, JLG lifts and scissor lifts or similar machine.

ENGI0841-008 04/01/2020

BOONE, FOUNTAIN, HENDRICKS, MONROE, MONGOMERY, MORGAN, and WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	\$ 32.25	23.00
GROUP 2	\$ 25.10	23.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer. Concrete Mixers with Skip Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boo Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines including Well Testing, Caissons, Shaft or any similar type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Equipment Greased), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer,

Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except when used for Landscaping Work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator and Similar types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machin- Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, with 400 ft., Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When used for Landscaping Work), Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Iolers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plan Equipment Greaser, Deck Hands, Truck Crane Oiler Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (and similar type of equipment). FOOTNOTE: Employees operating booms from 149 ft. to 199 ft. including jib, shall receive an additional seventy five cents (.75) per hour above the rate. Employees operating booms over 199 ft. including jib, shall receive an additional one dollar and twenty-five cents (\$1.25) per hour above the regular rate.

IRON0022-004 06/01/2020

BARTHOLOMEW; BENTON, BOONE; CARROLL; CASS; CLINTON; DELAWARE (S 2/3); FOUNTAIN; FULTON (SW 1/4 OF COUNTY); GRANT (SW PORTION);

HAMILTON; HANCOCK; HENDRICKS; HOWARD; JOHNSON; MADISON; MARION; MIAMI; MONROE; MONTGOMERY; MORGAN; SHELBY; TIPPECANOE; TIPTON; WARREN AND WHITE COUNTIES

Rates Fringes
IRONWORKER.....\$ 33.79 23.10

The following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday, unless the legal observance of these holidays is changed by law.

IRON0147-004 06/01/2020

ADAMS, ALLEN, BLACKFORD, DEKALB, DELAWARE (NORTHEAST THIRD OF COUNTY), FULTON (EASTERN PART), GRANT (EXCLUDING SOUTHWEST PORTION), HUNTINGTON, JAY, MIAMI (NORTHEAST HALF), NOBLE (EXCLUDING NORTHEAST TIP), STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
IRONWORKER	\$ 29.58	23.27
IRON0292-006 06/01/2020		

FULTON (Remainder of County) and NOBLE (Northeastern Tip) COUNTIES

	Rates	Fringes
IRONWORKER	\$ 31.75	22.84

LABO0120-001 06/01/2020

MARION and SHELBY COUNTIES

]	Rates	Fringes
Laborers:			
GROUP	1\$	24.39	16.00
GROUP	2\$	25.14	16.00
GROUP	3\$	25.39	16.00

LABORER CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Masons and Plasterers); Mechanic Tenders; Window Washers and cleaners; Railroad Workers; Masonry Wall Washers; Portable Water pumps with discharge up to (3) inches; Flag & Signal Person; Waterproofing; Handling of Creosote Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators; Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Chain Saw and Demolition Saw; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Concrete Conveyor Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Asbestos Removal and Hazardous Waste Removal.

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operator; Scaffold Builders when working for Plasterers and Masons; Water Blast Machine.

GROUP 3: Dynamite men, Drillers-air track or wagon drilling for explosives.

LABO0204-001 06/01/2020

FOUNTAIN, HENDRICKS, and WARREN COUNTIES

	Rates	Fringes
Laborers:		
Caisson and Tunnel Work in		
Compressed and Free Air		
GROUP 1\$	23.18	16.00
GROUP 2\$	23.93	16.00
GROUP 3\$	24.18	16.00
GROUP 4\$	23.13	16.00
LABORERS		
GROUP 1\$	23.18	16.00
GROUP 2\$	23.93	16.00
GROUP 3\$	24.18	16.00

LABORER CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Masons and Plasterers); Mechanic Tenders; Window Washers and cleaners; Railroad Workers; Masonry Wall Washers; Portable Water pumps with discharge up to (3) inches; Flag & Signal Person; Waterproofing; Handling of Creosote Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators; Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Chain Saw and Demolition Saw; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Concrete Conveyor Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver, Asbestos Removal, Hazardous Waste Removal.

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operator; Scaffold

Builders when working for Plasterers and Masons; Water Blast Machine.

GROUP 3: Dynamite men, Drillers-air track or wagon drilling for explosives.

LABORER CLASSIFICATIONS for CAISSON AND TUNNEL WORK IN COMPRESSED and FREE AIR

GROUP 1: Cage Tenders, Dump Men, Flagman, Signalman, Top Laborers, Rod Men.

GROUP 2: Concrete Repairmen, Lock Tenders (pressure side), Motor men, Muckers, Grout Machine, Track Layers, Air Hoist, Key Board, Agitator Car, Car Pushers, Concrete Laborers, Grout Laborers, Lock Tenders (free air side), Steel Setters, Tuggers, Switchmen.

GROUP 3: Mucking Machine, Laser Beam, Liner Plate & Ring Setter, Shield Drivers, Power Knife, Welders Burners, Pipe Jacking Machine, Skinners, Maintenance Technician, Miner, Bricklayer Tenders, Concrete Blowers, Drillers, Erectors, Form Men, Jackhammermen, Mining Machine.

GROUP 4: Dynamite Men, Drillers air track or wagon drilling for explosives.

LABO0213-001 06/01/2020

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES

	1	Rates	Fringes
Laborers:			
GROUP	1\$	21.28	15.70
GROUP	2\$	21.78	15.70
GROUP	3\$	22.28	15.70

LABORERS CLASSIFICATION

GROUP 1: Building and Construction Laborers; Scaffold

Builders (other than for Masons and Plasterers); Mechanic Tenders; Window Washers and cleaners; Railroad Workers; Masonry Wall Washers; Portable Water pumps with discharge up to (3) inches; Flag & Signal Person; Waterproofing; Handling of Creosote Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators; Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking; Screed Man or Screw Operator on Asphalt Paver; Chain and Demolition Saw Operators; Concrete Conveyor Assemblers

GROUP 2: Plaster Tenders; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operator; Scaffold Builders when working for Plasterers; Water Blast Machine

GROUP 3: Dynamite men-drillers-air track or wagon drilling for explosives

LABO0274-001 06/01/2020

BENTON, BOONE, CARROLL, CASS, CLINTON, FULTON, HOWARD, MIAMI, MONTGOMERY, TIPPECANOE, TIPTON, and WHITE COUNTIES

	I	Rates	Fringes
Laborers:			
GROUP	1\$	23.23	16.00
GROUP	2\$	23.98	16.00
GROUP	3\$	24.23	16.00

LABORER CLASSIFICATIONS

GROUP 1: Building and construction laborers; Scaffold builders (other than for masons or plasterers); Railroad Workers; Masonry Wall Washers (interior & exterior); all Portable Water Pumps with Discharge of Up to Three (3) Inches; Handling of Creosote Lumber or Like Treated Material (excluding railroad material); Asphalt Rakers and Lutemen; Earth Compactors; Jackmen and Sheetmen Working Ditches Deeper than Six (6) Feet in Depth; Laborers Working Ditches Six (6) Feet in Depth or Deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layers (metallic or non-metallic); Motor Driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handler (bulk or bag); Handling of Toxic Material Damaging to Clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operators; Concrete Saw; Concrete Conveyor Assemblers; Applying of Curing Compound; Sinking of Wellpoints; Dewatering Header Systems

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operators; Scaffold Builders for Plasterers; Scaffold Builders for Masons; Water Blast Machine Operators, Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal; All Boiler Setters Laborers, including Expediters, Bottom Men, Bell Men, and Mason Tenders

GROUP 3: Dynamite man, Drillers-air track or wagon for explosives.

LABO0741-003 06/01/2020

BARTHOLOMEW, JOHNSON, MONROE, and MORGAN COUNTIES

Rates Fringes
Laborers:
GROUP 1.....\$ 23.13 16.00

GROUP	2\$	23.88	16.00
GROUP	3\$	24.13	16.00

LABORERS CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for masons or plasterers); Railroad Workers; Masonry Wall Washers (interior & exterior); Portable Water Pumps with Discharge up to three (3) inches; Handling of Creosote Lumber or Like Treated Material (excluding railroad material); Asphalt Rakers and Lutemen; Earth Compactors; Jackmen and Sheetmen Working Ditches Deeper than Six (6) Feet in Depth; Laborers Working Ditches Six (6) Feet in Depth or Deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layers (metallic or non-metallic); Motor Driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handler (bulk or bag); Handling of Toxic Material Damaging to Clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operators; Concrete Saw; Concrete Conveyor Assemblers; Applying of Curing Compound; Sinking of Wellpoints; Dewatering Header Systems

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operators; Scaffold Builders for Plasterers; Scaffold Builders for Masons; Water Blast Machine Operators; Air Tool Operators and all Pneumatic Tool Operators, Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal; Biler Setters Laborers, including expediters, bottom men, bell men, and Mason Tenders

GROUP 3: Dynamite men; Drillers-air track or wagon drilling for explosives

LABO1112-001 06/01/2020

BLACKFORD, DELAWARE, GRANT, HAMILTON, HANCOCK, HENRY, JAY, & MADISON COUNTIES

	I	Rates	Fringes
Laborers:			
GROUP	1\$	22.81	16.00
GROUP	2\$	23.56	16.00
GROUP	3\$	23.81	16.00

LABORER CLASSIFICATIONS

GROUP 1: Building and construction laborers, scaffold builders (other than for masons of plasterers), mechanic tenders, window washers and cleaners, railroad workers, masonry wall washers, portable water pumps with discharge up to 3 inches, signal & flag person, Waterproofing, hauling of creosote lumber or like treated material (excluding railroad material), asphalt rakers and lutemen, kettlemen, air tool operator, pneumatic tool operator, air & electric vibrators and chipping hammer operator, earth compactors, jackman & sheetmen in ditches more than 6 feet deep, laborers in ditches 6' deep or deeper, assembly of unicrete pump, tile layers (sewer or field), sewer pipe layers, motor- driven wheelbarrows and concrete buggies, hyster operator, pumpcrete assemblers, core drill operator, cement, lime or silica clay handlers, handling of toxic materials damaging to clothing, pneumatic spikers, deck engine & winch operator, water main & cable ducking, screed man or screw operator on asphalt paver, chain saw & demolition saw operator, concrete conveyor assembler

GROUP 2: Plaster tenders; mortar mixers; welders (acetylene or electric); cutting torch or burner; cement nozzle laborers; cement gun operators; scaffold builders for plasterers; scaffold builders for masons; water blast machine operator; Air tool Operators and all Pnuematic Tool Operators, Air and Electric Vibrators and Chipping Hammer Operators; Asbestos removal; Hazardous waste removal; All Boiler Setters Laborers, including expediters, bottom men, bell men, and Mason Tenders

GROUP 3: Dynamite men-drillers-air track or wagon drilling for explosives

PAIN0047-003 06/01/2020

BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MARION, MONROE, MORGAN AND SHELBY COUNTIES:

	Rates	Fringes
PAINTER Brush and Roller Spray and Sandblasting	·	15.55 15.55
PAIN0080-001 06/01/2020		
BENTON, CARROLL, CASS, CLINTON, AND WARREN COUNTIES	FOUNTAIN,	MONTGOMERY TIPPECANOE
	Rates	Fringes
PAINTER Brush and Roller Spray and Sandblasting		17.53 17.53
PAIN0091-005 06/01/2020		
FULTON COUNTY		
	Rates	Fringes
PAINTER Brush & Roller, Drywall Taping & Finishing, Vinyl/Paper Hanging Spray		16.36 16.36
PAIN0460-002 06/01/2020		
WHITE COUNTY		

Painters:

Rates Fringes

Brush &	Roller\$	37.85	26.21
Drywall	Finisher\$	35.85	26.21

PAIN0469-001 06/01/2020

ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLLS, and WHITLEY COUNTIES

	Rates	Fringes
Painters:		
Brush, Roller,		
Paperhanger, & Drywall		
Finishing	.\$ 22.86	14.30
Lead Abatement	.\$ 27.66	14.30
Spray & Sandblast Pot		
Tenders and Ground		
Personnel	.\$ 22.86	14.30
Spray, Sandblast, Power		
Tools, Waterblast, & Steam		
Cleaning	.\$ 22.86	14.30

PAIN0669-001 05/01/2019

BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, HOWARD, JAY, MADISON, MIAMI, RANDOLPH, RUSH, TIPTON, UNION and WAYNE COUNTIES

	Rates	Fringes	
Painters:			
Brush; Roller;			
Paperhanging; Drywall			
Finishers	\$ 20.50	13.69	
Sandblasting	\$ 21.50	13.69	
PAIN1165-010 07/01/2020			-

FULTON COUNTY

Rates Fringes

GLAZIER	.\$ 29.56	18.48
PAIN1165-013 07/01/2020		
ADAMS, ALLEN, BLACKFORD, DEKALB, STEUBEN, WABASH, WELLS, WHITLEY	GRANT, HUNTINGT	ON, JAY, NOBLE,
	Rates	Fringes
GLAZIER	.\$ 26.57	15.15
PAIN1165-016 01/01/2021		
BARTHOLOMEW, BENTON, BOONE, CARR FOUNTAIN, HAMILTON, HANCOCK, HEN MADISON, MARION, MIAMI, MONROE, TIPPECANOE, TIPTON, WARREN, and	DRICKS, HOWARD, MONTGOMERY, MORG	JOHNSON,
	Rates	Fringes
GLAZIER	.\$ 29.36	17.42
PLAS0101-002 06/01/2018		
FULTON COUNTY		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER PLASTERER		14.48
PLAS0101-003 06/01/2014		
ADAMS, ALLEN, DEKALB, HUNTINGTON WHITLEY COUNTIES	, NOBLE, STEUBEN	, WELLS AND
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER PLASTERER		11.94 11.75

PLAS0692-006 06/01/2016

AREA #46

BARTHOLOMEW, BOONE, HENDRICKS, JOHNSON, MARION, MONROE, MORGAN and SHELBY COUNTIES

	Rates	Fringes	
PLASTERER	\$ 25.04	13.23	
PLAS0692-007 06/01/2017			_

AREA #75

MONROE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 25.75	13.50
PLAS0692-009 04/01/2020		

AREA #83

BLACKFORD, DELAWARE, GRANT, HAMILTON (Northern Part), HANCOCK (Northern Part), JAY, MADISON, TIPTON, and WABASH COUNTIES

	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER.	·	15.54 11.95	
PLAS0692-015 06/01/2016			

AREA #121

BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, HOWARD, MIAMI, MONTGOMERY, TIPPECANOE, WARREN, WHITE and VERMILLION (Northern Part) COUNTIES

	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER. PLASTERER	•	17.30 16.40	
PLAS0692-023 06/01/2018			

AREA #532

BOONE, HAMILTON (SOUTH HALF OF COUNTY NORTH TO NEW ROUTE INDIANA #32 INCLUDING NOBLESVILLE); HANCOCK COUNTY (SOUTHERN AND WESTERN PART OF HANCOCK COUNTY, NORTH TO BUT NOT INCLUDING FORTVILLE); HENDRICKS, JOHNSON, MARION and MORGAN COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 26.45	18.11
Slip Form Shift Work	.\$ 27.45	18.11
Swinging/Suspended Scaffold	1.\$ 26.70	18.11
PLAS0821-001 05/01/2019		

BARTHOLEMEW AND SHELBY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 24.58	14.99
PLUM0136-006 07/01/2020		

MONROE COUNTY

	Rates	Fringes
Plumbers and Pipefitters	.\$ 37.72	19.76
PLUM0157-002 07/01/2020		

BENTON, CARROLL, CLINTON, FOUNTAIN, MONTGOMERY, TIPPECANOE, WARREN AND WHITE COUNTIES:

Rates Fringes

Plumbers and Pipefitters		19.13	
PLUM0166-001 06/01/2020			
ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES			
	Rates	Fringes	
Plumber and Steamfitter PLUM0172-002 06/01/2020	.\$ 38.16	17.46	
CASS and FULTON COUNTIES			
	Rates	Fringes	
Plumber, Pipefitter, Steamfitter	.\$ 35.76	21.14	
PLUM0440-002 06/04/2018			
BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON AND MARION COUNTIES; MIAMI COUNTY (SOUTH OF A STRAIGHT LINE WHERE ROUTE 218 ENTERS W. BOUNDARY); MORGAN, SHELBY and TIPTON COUNTIES			
	Rates	Fringes	
Plumbers and Pipefitters	.\$ 37.67	16.79	
PLUM0440-003 06/04/2018			
DELAWARE, JAY and MADISON COUNT	ES		
	Rates	Fringes	
Plumber and Steamfitter	.\$ 37.67	16.79	
ROOF0023-003 06/01/2020			

ALLEN, DEKALB, NOBLE, STEUBEN, and WHITLEY COUNTIES

	Rates	Fringes
ROOFER COMPOSITION		17.29 17.29
ROOF0023-007 06/01/2020		
FULTON COUNTY		
	Rates	Fringes
ROOFER COMPOSITION	·	17.29 17.29
ROOF0023-010 06/01/2020		
ADAMS, HUNTINGTON, MIAMI, WABA	ASH, and WELLS	COUNTIES
	Rates	Fringes
ROOFER COMPOSITION		17.29 17.29
ROOF0119-003 09/01/2020		
BARTHOLOMEW, BOONE, HAMILTON, MARION, MONROE, MORGAN and SHE	· ·	RICKS, JOHNSON,
	Rates	Fringes
Roofers:	\$ 27.05	11.50
ROOF0119-005 09/01/2020		
	Rates	Fringes
ROOFER	\$ 27.05	11.50

	Rates	Fringes
SPRINKLER FITTER	\$ 40.03	23.21
SHEE0020-003 07/01/2020		
	Rates	Fringes
Sheet metal worker (HVAC Duct Work)	\$ 31.91	24.87
SHEE0020-004 07/01/2020		
BARTHOLOMEW, BOONE, DELAWARE, HAN JOHNSON, MADISON, MARION, MONROE, COUNTIES		•
	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work)	\$ 36.21	23.83
SHEE0020-016 07/01/2020		
FULTON COUNTY		
	Rates	Fringes
SHEET METAL WORKER	\$ 33.67	27.11
SHEE0020-020 07/01/2020		
BENTON, CARROLL, CLINTON, FOUNTAIN WARREN AND WHITE COUNTIES	IN, MONTGOMERY,	TIPPECANOE,
	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work)	\$ 34.67	25.35

TEAM0135-001 04/01/2020

BARTHOLOMEW, BENTON, BLACKFORD, CARROLL, CASS, CLINTON, DELAWARE, FOUNTAIN, GRANT, HOWARD, JAY, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, TIPPECANOE, TIPTON, WABASH, WARREN, & WHITE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	\$ 30.00	A
GROUP 2	\$ 30.50	A
GROUP 3	\$ 30.70	A
GROUP 4	\$ 30.85	А
GROUP 5	\$ 31.35	A

A: \$36.40 PER DAY & 450.00 PER WEEK.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single Axle Trucks, seven (7) cu. yds. or less than ten and one-half (10 1/2) tons, dupsters, scoop-mobiles five (5) cu.yds. and under or less than seven and one-half (7 1/2) tons, mixer trucks three (3) cu.yds. and under, air compressors and welding machines, including those pulled by separate units, batch trucks-wet or dry- 2""34-E"" batches or less, truck driver helpers, warehousemen, mechanic's helpers, greasers and tiremen, all pick-up trucks and other vehicles. Drivers on dumpsters or similar dumpsters, mounted on four (4) wheel truck rated two (2) cu.yds. or less, and small pallet type fork-lift operator and drivers on pallet jacks or similar type equipment.

GROUP 2: Drivers on tandem axle eighteen (18) cu.yds. or twenty- four (24) tons gross, six (6) wheel trucks, Koehring or similar dumpsters, tract trucks, Euclids, hug bottom dumps, tournapulls, trounatrailers, tournarockers, or similar equipment when used for transportation purposes under nine (9) cu.yds. or less than thirteen and one-half (13 1/2) tons, tandems and semi-trailer service trucks, mixer trucks over three (3) cu.yds. and including six and one-half (6 1/2) cu.yds., fork lift, four (4) wheel A-frame trucks when used for transportation purposes, four

(4) wheel winch trucks, pavement breakers, batch trucks-wet or dry- over 2 up to and including 4-""34-E"" batches two (2) men oil distributors, fork-lift under four (4) ton and vacuum trucks.

GROUP 3: Koehring or similar dumpsters, tract trucks, semitrailer water trucks, Euclids, hug bottom dumps, tournapulls, tournatrailers, tournarockers, tractor trailers, tandems, Q-frame winch trucks, hydrolift trucks or similar equipment when used for transportation purposes, mixer trucks over six and one- half (6 1/2) cu.yds, batch trucks wet or dry over 4 - ""34-E"" batches single equipment operated by employees within this Bargaining unit. Six (6) wheel pole trailers and one (1) man oil distributors, fork-lift over four (4) ton and mobile mixers.

GROUP 4: Drivers on heavy equipment over sixteen (16) cu.yds. or twenty-four (24) ton, such as Koehring or similar dumpsters, tract trucks, Euclids, hug bottom dumps, tournapulls, tournarockers or similar equipment when used for transportation purposes, pole trailers over six (6) wheels, water pulls, low-boy trailers tandem axles, quad axle or more no-weight limitation, diesel and/or heavy equipment mechanics.

GROUP 5: Mechanic furnishing his own tools.

TEAM0135-012 04/01/2019

HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MORGAN, AND SHELTBY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1	\$ 29.60	A
Group 2	\$ 30.10	А

A: \$36.40 PER DAY & \$450.00 PER WEEK

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Truck Driver Helper

GROUP 2: Truck Driver on Fork Lifts & Truck Driver on Tandem,

Semi, or Tri-axle

TEAM0364-002 06/01/2020

FULTON COUNTY

]	Rates	Fringes
			_
TRUCK DRIVE	ER		
GROUP	1\$	28.95	A+B
GROUP	2\$	29.15	A+B
GROUP	3\$	29.35	A+B
GROUP	4\$	29.75	A+B

FOOTNOTE:

- a. FRINGE BENEFITS: \$422.50 per week
 - B. HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up Trucks

GROUP 2: Single Axle Trucks

GROUP 3: Tandem, Tri-axle and Fuel Trucks

GROUP 4: Semi-trailer Trucks

TEAM0414-001 07/01/2020

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS, AND WHITLEY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1	\$ 32.23	781.86/WK
Group 2	\$ 32.42	781.86/WK
Group 3	\$ 32.52	781.86/WK

Group	4\$	32.62	781.86/WK
Group	5\$	32.32	781.86/WK

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Truck Driver Helper

GROUP 2: Truck Driver on Fork Lifts

GROUP 3: Truck Driver on Tandem, Semi, or Tri-axle GROUP 4: Truck Driver on Water Trucks and Mechanic

GROUP 5: Truck Driver Euclid/Earth Movers

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
 - a wage determination matter
- * a conformance (additional classification and rate) ruling

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

and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION"

SECTION 00 4100 BID FORM

THE PROJECT AND THE PARTIES

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A. Bloomington Public Transportation Corporation (Owner)
 130 West Grimes Lane
 Project Location Address 2
 Bloomington, Indiana 47403

1.02 FOR:

A.	Project: Bloomington Transit Reroof
B.	Owner's Project Number: 3520
	130 West Grimes Lane
	Bloomington, Indiana 47403

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A.	Bidder's Full Name		
	1.	Address	
	2.	City, State, Zip	

1.05 OFFER

A.	Having examined the Place of The Work and all matters referred to in the Instructions to
	Bidders and the Bid Documents prepared by Tabor Bruce Architecture & Design for the above
	mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the
	Work for the Sum of:

В.			
			dollars
	(\$), in lawful money of the United States of A	\merica.

- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. We have included all required forms from the Instructions to bidders Part B-Owner required forms.
- E. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- F. All applicable federal taxes are excluded and State of Indiana taxes are excluded from the Bid Sum.
- G. All Cash and Contingency Allowances described in Section 01 2100 Allowances are included in the Bid Sum.

1.06 ACCEPTANCE

- This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

	D.	In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.
1.07	СО	NTRACT TIME
	A.	If this Bid is accepted, we will:
	B.	Complete the Work in calendar days from Notice to Proceed.
1.08	UN	IT PRICES
	A.	The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
	B.	ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
	C.	Poly-Iso 4x8 sheet replacement - Per sheet \$
1.09	CH	ANGES TO THE WORK
	A.	When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be: 1 percent overhead and profit on the net cost of our own Work; 2 percent on the cost of work done by any Subcontractor.
1.10	AD	DENDA
	A.	The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum. 1. Addendum # Dated 2. Addendum # Dated
1.11	BID	FORM SUPPLEMENTS
	A.	The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
1.12	BID	FORM SIGNATURE(S)
	A.	The Corporate Seal of
	B.	
	C.	(Bidder - print the full name of your firm)
	D.	was hereunto affixed in the presence of:
	E.	
	F.	(Authorized signing officer, Title)
	G.	(Seal)
	H.	
	I.	(Authorized signing officer, Title)
1.13		THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF

END OF SECTION

OR FORMS AS ABOVE.

SECTION 01 2000 PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.

1.02 RELATED REQUIREMENTS

A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.

1.03 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- F. Submit one electronic and three hard-copies of each Application for Payment.
- G. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 3000.
 - 2. Construction progress schedule, revised and current as specified in Section 01 3000.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within _____ days.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.

- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.06 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

SECTION 01 2200 UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 Instructions to Bidders: Instructions for preparation of pricing for Unit Prices.
- B. Section 01 2000 Price and Payment Procedures: Additional payment and modification procedures.

1.03 COSTS INCLUDED

A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.04 UNIT QUANTITIES SPECIFIED

A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.05 MEASUREMENT OF QUANTITIES

- Assist by providing necessary equipment, workers, and survey personnel as required.
- B. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

1.06 PAYMENT

A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.

1.07 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct one of the following remedies:
 - 1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Architect.
 - 2. The defective Work will be partially repaired to the instructions of the Architect, and the unit price will be adjusted to a new unit price at the discretion of Architect.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

SECTION 01 2500 SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 2113 Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 00 4325 Substitution Request Form During Procurement: Required form for substitution requests made prior to award of contract (During procurement).

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
- D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 - 1. Submit substitution requests by completing the form attached to this section. See this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Architect will consider requests for substitutions only within 15 days after date of Agreement.
- C. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

3.03 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.

3.04 ACCEPTANCE

A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.05 CLOSEOUT ACTIVITIES

A. See Section 01 7800 - Closeout Submittals, for closeout submittals.

3.06 ATTACHMENTS

A. A facsimile of the Substitution Request Form (During Construction) required to be used on the Project is included after this section.

SECTION 01 3000 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Requests for Interpretation (RFI) procedures.
- G. Submittal procedures.

1.02 RELATED REQUIREMENTS

A. Section 00 7200 - General Conditions: Dates for applications for payment.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - Distribution of Contract Documents.
 - Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract, _____ and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 SITE MOBILIZATION MEETING

- A. Architect will schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - Architect.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor.

- 2. Owner's requirements.
- 3. Construction facilities and controls provided by Owner.
- 4. Temporary utilities provided by Owner.
- Survey and building layout.
- 6. Security and housekeeping procedures.
- 7. Schedules.
- 8. Application for payment procedures.
- 9. Procedures for testing.
- 10. Procedures for maintaining record documents.
- 11. Requirements for start-up of equipment.
- 12. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.

C. Agenda:

- 1. Review minutes of previous meetings.
- 2. Review of work progress.
- 3. Field observations, problems, and decisions.
- 4. Identification of problems that impede, or will impede, planned progress.
- 5. Review of submittals schedule and status of submittals.
- 6. Maintenance of progress schedule.
- 7. Corrective measures to regain projected schedules.
- 8. Planned progress during succeeding work period.
- 9. Maintenance of quality and work standards.
- 10. Effect of proposed changes on progress schedule and coordination.
- 11. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

3.05 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the

- same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
- 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.

SECTION 01 3216 CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 REFERENCE STANDARDS

- A. AGC (CPSM) Construction Planning and Scheduling Manual; 2004.
- B. M-H (CPM) CPM in Construction Management Project Management with CPM; 2015.

1.03 SUBMITTALS

A. Within 10 days after date of Agreement, submit preliminary schedule.

1.04 SCHEDULE FORMAT

A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

SECTION 01 4000 QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Control of installation.
- F. Defect Assessment.

1.02 DEFINITIONS

A. Design Data: Design-related, signed and sealed drawings, calculations, specifications, certifications, shop drawings and other submittals provided by Contractor, and prepared directly by, or under direct supervision of, appropriately licensed design professional.

1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.04 QUALITY ASSURANCE

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.06 TESTING AND INSPECTION AGENCIES AND SERVICES

PART 3 EXECUTION

2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.02 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.

C. Contractor Responsibilities:

- 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
- Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
- 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
- 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
- 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

2.03 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

SECTION 01 5500 VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Parking.
- B. Existing pavements and parking areas.
- C. Construction parking controls.
- D. Removal, repair.
- E. Mud from site vehicles.

PART 2 PRODUCTS

2.01 MATERIALS

2.02 SIGNS, SIGNALS, AND DEVICES

- A. Stock Post Mounted and Wall Mounted Traffic Control and Informational Signs:
- B. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.

PART 3 EXECUTION

3.01 PREPARATION

A. Clear areas, provide surface and storm drainage of road, parking, area premises, and adjacent areas.

3.02 PARKING

- A. Use of designated areas of existing parking facilities by construction personnel is permitted.
- B. Arrange for temporary parking areas to accommodate use of construction personnel.

3.03 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.

3.04 REMOVAL, REPAIR

- A. Repair existing facilities damaged by use, to original condition.
- B. Remove equipment and devices when no longer required.
- C. Repair damage caused by installation.

3.05 MUD FROM SITE VEHICLES

A. Provide means of removing mud from vehicle wheels before entering streets.

SECTION 01 6000 PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Re-use of existing products.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.

1.02 RELATED REQUIREMENTS

- Section 01 2500 Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 6116 Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- C. Section 01 7419 Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

1.04 QUALITY ASSURANCE

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

A. See Section 01 2500 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

SECTION 01 7000

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.
- C. Surveying for laying out the work.
- D. Cleaning and protection.
- E. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

A. Section 07 8400 - Firestopping.

1.03 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2019.

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.05 QUALIFICATIONS

1.06 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
 - 2. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.

1.07 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:

- 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and
- 2. Grid or axis for structures.
- Building foundation, column locations, ground floor elevations, and _____.
- H. Periodically verify layouts by same means.
- Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - Provide openings for penetration of mechanical, electrical, and other services. 3.
 - 4. Match work that has been cut to adjacent work.
 - Repair areas adjacent to cuts to required condition. 5.
 - Repair new work damaged by subsequent work. 6.
 - Remove samples of installed work for testing when requested. 7.
 - Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- Patching:
 - Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.09 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and _____.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

SECTION 06 1000 ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Roof-mounted curbs.
- B. Roofing nailers.
- C. Roofing cant strips.
- D. Concealed wood blocking, nailers, and supports.

1.02 REFERENCE STANDARDS

- A. ASTM A153/A153M Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- B. AWPA U1 Use Category System: User Specification for Treated Wood; 2018.
- C. PS 20 American Softwood Lumber Standard; 2020.

1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. ABAA Manufacturer Qualification: Submit documentation of current evaluation of proposed manufacturer and materials.

1.04 QUALITY ASSURANCE

A. Air Barrier Association of America (ABAA) Evaluated Materials Program (EAP); www.airbarrier.org/#sle: Use evaluated materials from a single manufacturer regularly engaged in air barrier material manufacture. Use secondary materials approved in writing by primary material manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S. No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 STRUCTURAL COMPOSITE LUMBER

A. Structural Composite Lumber: Factory fabricated beams, headers, and columns, of sizes and types indicated on drawings; structural capacity as published by manufacturer.

2.04 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

2.05 FACTORY WOOD TREATMENT

A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.02 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.
- C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- D. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- E. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.

3.03 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
- B. Provide wood curb at all roof openings except where specifically indicated otherwise. Form corners by alternating lapping side members.

3.04 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 7419 Construction Waste Management and Disposal.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

SECTION 07 0150.19 PREPARATION FOR RE-ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Partial replacement of existing roofing system in preparation for replacement roofing system in designated areas as indicated on drawings.
- B. Removal of existing flashing and counterflashings.
- C. Temporary roofing protection.

1.02 RELATED REQUIREMENTS

- A. Section 07 5100 Built-Up Bituminous Roofing.
- B. Section 07 6200 Sheet Metal Flashing and Trim: Replacement of flashing and counterflashings.

1.03 REFERENCE STANDARDS

- A. ASTM C177 Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2019.
- B. ASTM C208 Standard Specification for Cellulosic Fiber Insulating Board; 2012, with Editorial Revision (2019).
- C. ASTM C578 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2019.
- D. ASTM C728 Standard Specification for Perlite Thermal Insulation Board; 2017a.
- E. ASTM C1153 Standard Practice for Location of Wet Insulation in Roofing Systems Using Infrared Imaging; 2010 (Reapproved 2015).
- F. ASTM C1278/C1278M Standard Specification for Fiber-Reinforced Gypsum Panel; 2017.

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Submit for each type of material.
- C. Shop Drawings: Indicate size, configuration, and installation details.

1.05 QUALITY ASSURANCE

- A. Materials Removal Company Qualifications: Company specializing in performing work of type specified with at least three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

1.07 FIELD CONDITIONS

- A. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.
- B. Maintain continuous temporary protection prior to and during installation of new roofing system.
- C. Provide notice at least three days before starting activities that will affect normal building operations.
- D. Owner will occupy building areas directly below re-roofing area.
 - 1. Provide Owner with at least 48 hours written notice of roofing activities that may affect their operations and to allow them to prepare for upcoming activities as necessary.
 - 2. Do not disrupt Owner's operations or activities.

1.08 WARRANTY

A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 COMPONENTS

- A. Refer to following sections for additional information on components relating to this work:
 - Partial removal of existing roofing system in preparation for new roofing system in designated areas as indicated on drawings, refer to Section 07 5100.
 - Remove existing flashing and counterflashings in preparation for replacement of these 2. materials as part of this work, refer to Section 07 6200 for material requirements.

2.02 MATERIALS

- A. Temporary Roofing Protection Materials:
 - Contractor's responsibility to select appropriate materials for temporary protection of roofing areas as determined necessary for this work.
- Roofing Recover Materials:
 - Fiber-Reinforced Gypsum Roof Board Panels: ASTM C1278/C1278M, water-resistant.
 - a. Board Size: 4 feet by 8 feet (1219 mm by 2438 mm).
 - b. Board Thickness: 1/2 inch (12.7 mm).
 - Board Edges: Square.
 - Fiber Insulation Board: ASTM C208, Type II, Grade 2 cellulosic fiber insulating board, 1-1/2 inch (38 mm) thick.
 - a. Board Size: 4 feet by 8 feet (1219 mm by 2438 mm).
 - b. Board Edges: Square.
 - Perlite Recover Board: ASTM C728, Type 2 perlite thermal insulation board.
 - a. Compressive Strength: 45 psi (310 kPa), minimum, at 10 percent deformation.
 - b. Board Size: 4 feet by 8 feet (1219 mm by 2438 mm).
 - Board Thickness: 1/2 inch (12.7 mm).

2.03 ACCESSORIES

A. Fasteners: Type and size as required and compatible with existing and new roofing system to resist local wind uplift.

PART 3 EXECUTION

3.01 EXAMINATION

3.02 PREPARATION

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose of properly off-site.

3.03 MATERIAL REMOVAL

- A. Remove only existing roofing materials that can be replaced with new materials the same day.
- B. Remove metal counter flashings.
- C. Remove damaged portions of roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets.
- D. Cut and lay flat any membrane blisters.
- E. Remove damaged insulation and fasteners, cant strips, blocking, and . .
- F. Remove vapor retarder.

3.04 INSTALLATION

A. Coordinate scope of this work with requirements for installation of new roofing system, refer to Section 07 5100 for additional requirements.

3.05 FIELD QUALITY CONTROL

3.06 PROTECTION

- A. Provide protection of existing roofing system that is not having work performed on it.
- B. Provide temporary protective sheeting over uncovered deck surfaces.
- C. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights.
- D. Provide for surface drainage from sheeting to existing drainage facilities.
- E. Do not permit traffic over unprotected or repaired deck surface.
- F. Install recover board over existing membrane.

SECTION 07 2100 THERMAL INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Board insulation at perimeter foundation wall and over roof deck.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 Rough Carpentry: Installation requirements for board insulation over steep slope roof sheathing or roof structure.
- B. Section 07 5400 Thermoplastic Membrane Roofing: Insulation specified as part of roofing system.
- C. Section 07 5400 Thermoplastic Membrane Roofing: Installation requirements for board insulation over low slope roof deck specified in this section.

1.03 REFERENCE STANDARDS

- A. ASTM C240 Standard Test Methods for Testing Cellular Glass Insulation Block; 2019.
- B. ASTM C1289 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2019.
- C. ASTM D1621 Standard Test Method for Compressive Properties Of Rigid Cellular Plastics; 2016.
- D. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials; 2020.

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.

1.05 QUALITY ASSURANCE

1.06 FIELD CONDITIONS

 Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Thermal Insulation Manufacturers:

2.02 APPLICATIONS

A. Insulation Over Roof Deck: Polyisocyanurate board.

2.03 FOAM BOARD INSULATION MATERIALS

- A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
 - 1. Classifications:
 - 2. Board Size: 48 inch by 96 inch (1220 mm by 2440 mm).
 - 3. Board Thickness: 1.5 inch (37.5 mm).
 - 4. Tapered Board: Slope as indicated; minimum thickness ____ inch (____ mm); fabricate of fewest layers possible.
 - 5. Board Edges: Square.
 - 6. Manufacturers:
 - a. Carlisle Coatings & Waterproofing, Inc; R2+ Matte: www.carlisleccw.com/#sle.
 - b. GAF; EnergyGuard Polyiso Insulation: www.gaf.com/#sle.
 - c. Substitutions: See Section 01 6000 Product Requirements.

- B. Polyisocyanurate (ISO) Board Insulation with Facers Both Sides: Rigid cellular foam, complying with ASTM C1289.
 - 1. Flame Spread Index (FSI): Class A 0 to 25, when tested in accordance with ASTM E84.
 - 2. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

3.02 BOARD INSTALLATION OVER LOW SLOPE ROOF DECK

- A. Board Installation Over Roof Deck, General:
 - 1. See applicable roofing specification section for specific board installation requirements.
 - 2. Fasten insulation to deck in accordance with roofing manufacturer's written instructions and applicable Factory Mutual requirements.
 - 3. Do not apply more insulation than can be covered with roofing on the same day.

3.03 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements, for additional requirements.

3.04 PROTECTION

A. Do not permit installed insulation to be damaged prior to its concealment.

SECTION 07 5400 THERMOPLASTIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Adhered system with thermoplastic roofing membrane.
- B. Insulation, flat and tapered.
- C. Vapor retarder.
- D. Cover boards.
- E. Flashings.
- F. Roofing cant strips, stack boots, roofing expansion joints, and walkway pads.
- G. Roof pavers systems.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 Rough Carpentry: Wood nailers and curbs.
- B. Section 07 0150.19 Preparation for Re-Roofing.

1.03 REFERENCE STANDARDS

- A. ASCE 7 Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM C208 Standard Specification for Cellulosic Fiber Insulating Board; 2012, with Editorial Revision (2019).
- C. ASTM C552 Standard Specification for Cellular Glass Thermal Insulation; 2017, with Editorial Revision (2018).
- D. ASTM C578 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2019.
- E. ASTM C726 Standard Specification for Mineral Wool Roof Insulation Board; 2017.
- F. ASTM C728 Standard Specification for Perlite Thermal Insulation Board; 2017a.
- G. ASTM C1289 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board: 2019.
- H. ASTM C1325 Standard Specification for Fiber-Mat Reinforced Cementitious Backer Units; 2019.
- ASTM C1484 Standard Specification for Vacuum Insulation Panels; 2010 (Reapproved 2018).
- J. ASTM D6878/D6878M Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing; 2019.
- K. FM (AG) FM Approval Guide; current edition.
- L. FM DS 1-28 Wind Design; 2016.
- M. NRCA (RM) The NRCA Roofing Manual; 2019.
- N. NRCA (WM) The NRCA Waterproofing Manual; 2005.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.
 - Review preparation and installation procedures and coordinating and scheduling required with related work.

1.05 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, vapor retarder, surfacing, and fasteners.

- C. Shop Drawings: Submit drawings that indicate joint or termination detail conditions, conditions of interface with other materials, and paver layout.
- D. Manufacturer's Qualification Statement.
- E. Installer's Qualification Statement.
- F. Warranty Documentation:
 - 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
 - 2. Submit installer's certification that installation complies with warranty conditions for waterproof membrane.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with at least three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact.
- B. Store materials in weather protected environment, clear of ground and moisture.
- Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight.

1.08 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F (5 degrees C) or above _____ degrees F (____ degrees C).
- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- E. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.09 WARRANTY

- A. See Section 01 7800 Closeout Submittals, for additional warranty requirements.
- B. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
 - 1. Warranty Term: 25 years.
 - 2. For repair and replacement include costs of both material and labor in warranty.
 - 3. Exceptions are not Permitted:

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Thermoplastic Polyolefin (TPO) Membrane Roofing Materials:
 - 1. Carlisle Roofing Systems, Inc; Sure-Weld TPO: www.carlisle-syntec.com/#sle.
 - 2. Firestone Building Products, LLC; ____: www.firestonebpco.com/#sle.
 - 3. GAF; EverGuard TPO 60 mil: www.gaf.com/#sle.
 - 4. Mulehide Roofing Products..
 - 5. Substitutions: See Section 01 6000 Product Requirements.
- B. Insulation:

- 1. BASF Corporation; BASF Neopor GPS: www.neopor.basf.us/#sle.
- 2. Carlisle SynTec; SecurShield Insulation: www.carlisle-syntec.com/#sle.
- 3. Dow Chemical Company; _____: www.dowbuildingsolutions.com/#sle.
- 4. GAF; : www.gaf.com/#sle.
- 5. Owens Corning Corporation; : www.ocbuildingspec.com/#sle.

2.02 ROOFING - UNBALLASTED APPLICATIONS

- A. Thermoplastic Membrane Roofing: One ply membrane, fully adhered, over vapor retarder and insulation.
- B. Acceptable Insulation Types Constant Thickness Application: Any of types specified.
 - 1. Minimum 2 layers of cellulose, perlite, molded polystyrene, polyisocyanurate, glass fiber, extruded polystyrene, or composite board.
 - 2. Bottom layer of cellulose, perlite, molded polystyrene, polyisocyanurate, glass fiber, extruded polystyrene, composite, or cellular glass board covered with single layer of cellulose, perlite, molded polystyrene, polyisocyanurate, glass fiber, extruded polystyrene, or composite board.
- C. Acceptable Insulation Types Tapered Application: Any of types specified.
 - 1. Tapered polyisocyanurate, perlite, or extruded polystyrene board.
 - 2. Tapered polyisocyanurate, perlite, extruded polystyrene, or cellular glass board covered with uniform thickness cellulose, perlite, molded polystyrene, polyisocyanurate, glass fiber, extruded polystyrene, or composite board.
 - 3. Uniform thickness cellulose, perlite, composite, polyisocyanurate, extruded polystyrene, molded polystyrene, glass fiber, or cellular glass board covered with tapered polyisocyanurate, extruded polystyrene, or perlite board.

2.03 MEMBRANE ROOFING AND ASSOCIATED MATERIALS

- A. Membrane Roofing Materials:
 - 1. TPO: Thermoplastic polyolefin (TPO) complying with ASTM D6878/D6878M, sheet contains reinforcing fabrics or scrims.
 - a. Thickness: 60 mil, 0.060 inch (1.5 mm), minimum.
 - 2. Sheet Width: Factory fabricated into largest sheets possible.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Flexible Flashing Material: Same material as membrane.

2.04 COVER BOARDS

- A. Cover Board: Cement board complying with ASTM C1325.
 - 1. Board Size: 48 by 96 inches (1220 by 2440 mm).
 - 2. Board Thickness: 1/2 inch (12.7 mm).
 - 3. Manufacturers:
 - a. National Gypsum Company; DEXcell Cement Roof Board: www.nationalgypsum.com/#sle.
 - b. Substitutions: See Section 01 6000 Product Requirements.

2.05 INSULATION

- A. Cellulose Fiber Board Insulation: ASTM C208, Type II; natural finish.
- B. Perlite Board Insulation: Expanded perlite mineral aggregate, complying with ASTM C728.
 - 1. Board Size: 24 by 48 inch (619 by 1220 mm).
 - 2. Board Thickness: 1/2 inch (13 mm).
 - Tapered Board: Slope as indicated; minimum thickness ____ inch (____ mm); fabricate of fewest layers possible.
- C. Expanded Polystyrene (EPS) Board Insulation: Comply with ASTM C578, with drainage channels on one face.
 - 1. Board Size: 48 by 96 inch (1220 by 2440 mm).
- D. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.

- 1. Classifications:
 - a. Type I: Faced with aluminum foil on both major surfaces of the core foam.
 - 1) Class 1 Nonreinforced core foam.
 - 2) Compressive Strength: 16 psi (110 kPa), minimum.
 - 3) Thermal Resistance, R-value (RSI-value): At 1-1/2 inch (38.1 mm) thick; 9.0 (1.59) at 75 degrees F (24 degrees C).
- 2. Board Size: 48 by 96 inch (1220 by 2440 mm).
- 3. Board Thickness: 1.5 inch (37.5 mm).
- E. Glass Fiber Board Insulation: Rigid glass fiber, ASTM C726; top surface coated with asphalt and Kraft paper.
 - 1. Board Size: 48 by 48 inch (1220 by 1220 mm).
 - 2. Board Thickness: 1 inches (25 mm).
- F. Extruded Polystyrene (XPS) Board Insulation: Comply with ASTM C578 with natural skin surface, drainage channels on one face.
 - 1. Board Size: 48 by 96 inch (1220 by 2440 mm).
 - 2. Board Thickness: 1-1/2 inches (37.5 mm).
 - Tapered Board: Slope as indicated; minimum thickness 1/2 in (13 mm); fabricate of fewest layers possible.
- G. Composite Board Insulation: Top layer high-density wood fiberboard (HDF), bottom layer polyisocyanurate, complying with ASTM C1289.
 - 1. Polyisocyanurate surfaces faced with aluminum foil.
- H. Composite Vacuum Insulated Panel Insulation: ASTM C1484, vacuum insulated panel.
 - 1. Integral Protection Boards: Manufacturer's standard.
- Cellular Glass Board Insulation: Complying with ASTM C552, Type IV.
 - 1. Board Size: 48 inches long by 24 inch wide (1219 mm long by 610 mm wide).
 - 2. Board Thickness: 2 inch (51 mm).

2.06 ROOF PAVERS SYSTEMS

2.07 ACCESSORIES

- A. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.
- B. Cant Strips: Wood; pressure preservative treated.
- C. Sheathing Adhesive: Noncombustible type, for adhering gypsum sheathing to metal deck.
- D. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
- E. Membrane Adhesive: As recommended by membrane manufacturer.
- F. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.
- G. Insulation Adhesive: As recommended by insulation manufacturer.
- H. Roofing Nails: Galvanized, hot-dipped type, size and configuration as required to suit application.
- I. Strip Reglet Devices: Galvanized steel, maximum possible lengths per location, with attachment flanges.
- J. Sealants: As recommended by membrane manufacturer.
- K. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
 - 1. Composition: Asphaltic with mineral granule surface.
 - 2. Surface Color: White or yellow.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces and site conditions are ready to receive work.

- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

3.02 INSTALLATION, GENERAL

- A. Perform work in accordance with manufacturer's instructions, NRCA (RM), and NRCA (WM) applicable requirements.
- B. Do not apply roofing membrane during cold or wet weather conditions.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

3.03 INSTALLATION - VAPOR RETARDER AND INSULATION, UNDER MEMBRANE

- Install vapor retarder to deck surface with adhesive in accordance with manufacturer's instructions.
 - 1. Extend vapor retarder under cant strips and blocking to deck edge.
 - 2. Install flexible flashing from vapor retarder to air seal material of wall construction, lap and seal to provide continuity of the air barrier plane.
- B. Attachment of Insulation:
 - 1. Mechanically fasten insulation to deck in accordance with roofing manufacturer's instructions and FM (AG) Factory Mutual requirements.
- C. Cover Boards: Mechanically fasten cover boards in accordance with roofing manufacturer's instructions and FM (AG) Factory Mutual requirements.
- D. Lay subsequent layers of insulation with joints staggered minimum 6 inch (150 mm) from joints of preceding layer.
- E. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- F. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- G. Do not install more insulation than can be covered with membrane in same day.

3.04 INSTALLATION - MEMBRANE

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Install adhesive to substrate at rate of ____ gal/sq ft (___ L/sq m). Fully embed membrane in adhesive except in areas directly over or within 3 inches (75 mm) of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches (75 mm). Seal permanently waterproof. Install uniform bead of sealant to joint edge.
- E. At intersections with vertical surfaces:
 - Extend membrane over cant strips and up a minimum of 4 inches (100 mm) onto vertical surfaces.
 - 2. Fully adhere flexible flashing over membrane and up to nailing strips.
- F. Around roof penetrations, seal flanges and flashings with flexible flashing.

G. Coordinate installation of roof drains and sumps and related flashings.

3.05 INSTALLATION - MEMBRANE FINISH COATING

- A. Install finish coating to membrane and flashing surfaces exposed to view, in accordance with manufacturer's instructions.
 - 1. Prime membrane.
 - 2. Install ____ coats to minimum dry film thickness of ___ inch (___ mils) (___ mm).
 - 3. Finish with colored coating.
- B. Install walkway pads. Space pad joints to permit drainage.

3.06 INSTALLATION - PAVERS AND EDGE TREATMENT

- A. Install pavers on pedestals in accordance with manufacturer's instructions.
 - 1. Fully support edges; shim and adjust pavers to provide level surface.
 - 2. Provide approximately 1/8 inch (3.2 mm) space between pavers to permit surface water drainage.

3.07 CLEANING

- A. See Section 01 7419 Construction Waste Management and Disposal, for additional requirements.
- B. Remove bituminous markings from finished surfaces.
- C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- D. Repair or replace defaced or damaged finishes caused by work of this section.

3.08 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

SECTION 07 6200 SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, sheet metal roofing, exterior penetrations, _____, and other items indicated in Schedule.
- B. Sealants for joints within sheet metal fabrications.

1.02 REFERENCE STANDARDS

- A. AAMA 2603 Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2017a.
- B. AAMA 2605 Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2017a.
- C. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2020.
- D. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- E. ASTM B209M Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric); 2014.
- F. ASTM C920 Standard Specification for Elastomeric Joint Sealants; 2018.
- G. ASTM D4586/D4586M Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2018).
- H. CDA A4050 Copper in Architecture Handbook; current edition.
- I. SMACNA (ASMM) Architectural Sheet Metal Manual; 2012.

1.03 QUALITY ASSURANCE

A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 MANUFACTURERS

2.02 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gauge, (0.0239) inch (0.61 mm) thick base metal, shop pre-coated with PVDF coating.
 - PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
- B. Pre-Finished Aluminum: ASTM B209 (ASTM B209M); 20 gauge, 0.032 inch (0.81 mm) thick; plain finish shop pre-coated with modified silicone coating.
 - Modified Silicone Polyester Coating: Pigmented Organic Coating System, AAMA 2603; baked enamel finish system.

2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.

- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; seam for rigidity, seal with sealant.
- F. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing gravel. Return and brake edges.

2.04 EXTERIOR PENETRATION FLASHING PANELS

A. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.

2.05 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- E. Plastic Cement: ASTM D4586/D4586M, Type I.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil (0.4 mm).

3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Seal metal joints watertight.

SECTION 07 7100 ROOF SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Manufactured roof specialties, including copings, fascias, and gravel stops.

1.02 REFERENCE STANDARDS

- A. ANSI/SPRI/FM 4435/ES-1 Test Standard for Edge Systems Used with Low Slope Roofing Systems; 2017.
- B. NRCA (RM) The NRCA Roofing Manual; 2019.

1.03 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Roof Edge Flashings and Copings:
- B. Pipe and Penetration Flashings:
 - 1. Elmdor Stonemen; ____: www.elmdorstoneman.com/#sle.
 - 2. Portals Plus; ____: www.portalsplus.com/#sle.
 - 3. Substitutions: See Section 01 6000 Product Requirements.
- C. Counterflashings:
 - 1. ATAS International, Inc; ____: www.atas.com/#sle.
- D. Pipe Penetration Wall Seal:
 - 1. Airex Manufacturing, Inc; Airex Titan Outlet: www.airexmfg.com/#sle.
- E. Vapor Barriers:
 - 1. Construction Specialties, Inc; Vapor Barriers: www.c-sgroup.com/#sle.

2.02 COMPONENTS

- A. Roof Edge Flashings: Factory fabricated to sizes required; corners mitered; concealed fasteners.
 - 1. Configuration: Fascia, cant, and edge securement for roof membrane.
 - 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test methods RE-1 and RE-2 to positive and negative design wind pressure as defined by applicable local building code.
- B. Copings: Factory fabricated to sizes required; corners mitered; concealed fasteners.
 - 1. Configuration: Concealed continuous hold down cleat at both legs; internal splice piece at joints of same material, thickness, and finish as cap; concealed stainless steel fasteners.
 - 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-3 to positive and negative design wind pressure as defined by applicable local building code.
- C. Pipe and Penetration Flashing: Base of rounded aluminum, compatible with sheet metal roof systems, and capable of accomodating pipes sized between 3/8 inch (9.5 mm) and 12 inch (305 mm).
 - 1. Caps: EPDM.
 - 2. Color: As indicated on drawings.
- D. Roof Penetration Sealing Systems: Premanufactured components and accessories as required to preserve integrity of roofing system and maintain roof warranty; suitable for conduits and roofing system to be installed; designed to accommodate existing penetrations where applicable.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.

3.02 INSTALLATION

A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.

SECTION 07 9200 JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Additional requirements for sealants and primers.

1.03 REFERENCE STANDARDS

- A. ASTM C920 Standard Specification for Elastomeric Joint Sealants; 2018.
- B. ASTM C1193 Standard Guide for Use of Joint Sealants; 2016.
- C. ASTM C1248 Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2018.

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.

PART 2 PRODUCTS

2.01 MANUFACTURERS

٩.	Non	n-Sag Sealants: Permits application in joints on vertical surfaces without sagging or
	slun	nping.
	1.	Bostik Inc;: www.bostik-us.com/#sle.
	2.	Dow Chemical Company;:
		consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
	3.	Pecora Corporation;: www.pecora.com/#sle.
	4.	Sika Corporation;: www.usa-sika.com/#sle.
	5.	Specified Technologies Inc; : www.stifirestop.com/#sle.
	6.	Tremco Commercial Sealants & Waterproofing; : www.tremcosealants.com/#sle.
	7.	W.R. Meadows, Inc; www.wrmeadows.com/#sle.
	8.	Substitutions: See Section 01 6000 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

A. Scope:

- Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
 - d. Openings below ledge angles in masonry.
 - e. Other joints indicated below.
- 2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between door, window, and other frames and adjacent construction.
 - b. Other joints indicated below.
- 3. Do not seal the following types of joints.
 - a. Intentional weepholes in masonry.

- b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
- Joints where sealant is specified to be provided by manufacturer of product to be sealed.
- d. Joints where installation of sealant is specified in another section.
- e. Joints between suspended panel ceilings/grid and walls.
- Type ____ Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
- C. Type Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.

2.03 JOINT SEALANTS - GENERAL

 Sealants and Primers: Provide products with levels of volatile organic compound (VOC) content as indicated in Section 01 6116.

2.04 NONSAG JOINT SEALANTS

- A. Type ____ Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus ____ percent, minimum.
 - 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 - 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
- B. Type ____ Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus percent, minimum.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.