

INVITATION TO BID
from
COMMUNITY COLLEGE OF ALLEGHENY COUNTY
PURCHASING DEPARTMENT
800 ALLEGHENY AVENUE, PITTSBURGH, PENNSYLVANIA 15233

BID PROPOSAL NO. 1105
PATIO REPLACEMENT – STUDENT SERVICES CENTER – ALLEGHENY CAMPUS

Sealed proposals will be received and publicly opened by a Purchasing Agent of the Community College of Allegheny County.
**Proposals must be received by the Purchasing Department, 800 Allegheny Avenue,
Pittsburgh, Pennsylvania 15233
on or before 2:00 PM, on Thursday, October 27, 2022.**

Proposals received after this deadline will be considered as a “late bid” and returned unopened to the offerer.

BID SCOPE

Provide all labor, material, equipment, permits and supervision required to replace two patios at the Student Services Center – Allegheny Campus in accordance with specification, terms and conditions contained herein.

A MANDATORY pre-bid meeting and site-visitation will be held for the patio bid at 10:00 a.m. on Friday, October 14, 2022. The assembly point will be the rear of the Student Services Center, 800 Block of Ridge Ave., Pittsburgh, PA 15212.

Project Labor Agreement compliance is required.

For questions, contact Mike Cvetic (mcvetic@ccac.edu), Director of Purchasing no later than three business days before the bid due date.

BID REQUIREMENTS (where checked)

- Bid Bond. 10% of total base bid amount (Submit with Bid)
- Performance Bond. 100% of total contract amount (Awardee Only)
- Payment Bond. 100% of total contract amount (Awardee Only)
- Master Services Agreement (Awardee Only)
- No Lien Agreement (Awardee Only)
- Insurance Certificate (Awardee Only)

BID BOND: Bid must include the required bid bond or certified check, which will be returned to the unsuccessful bidder approximately 45 days after the bid due date.

PERFORMANCE BOND: The successful bidder will be required to enter into a written contract with the College and to furnish a contractor’s bond conditioned for the faithful and full performance of the contract with sufficient surety in the amount stated above. Any surety cosigning the contractor’s bond shall be an Incorporated surety company approved by the Court of Common Pleas of Allegheny County. Bond with surety must be furnished within 20 days after receipt of the contract. The Board of Trustees reserves the right to reject any bond furnished where it is in the best interest of the College to do so.

The College requires Power of Attorney attached to bonds to be dated concurrently, sealed, and executed by a proper **live** (not facsimile) **signature**.

PAYMENT BOND: The bidder to whom the contract is awarded shall furnish a bond to guarantee the payment of third-party subcontractors involved in fulfillment of services rendered against College contracts. Such bonds shall be with sufficient surety and in the amount stated above. Failure on the part of the contractor to furnish such bond shall be just cause for cancellation of award.

NO LIEN AGREEMENT AND/OR INSURANCE CERTIFICATES: As required by the College, the No Lien Agreement and/or Insurance Certificate may be requested of the successful bidder.

THE BOARD OF TRUSTEES RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

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FOR

BID PROPOSAL NO. 1105

PATIO REPLACEMENT – STUDENT SERVICES CENTER – ALLEGHENY CAMPUS

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The CCAC Purchasing Department is now publishing all bids via the CCAC website at <https://www.ccac.edu/business/rfp-bids.php>. It will be each vendor’s responsibility to monitor the bid activity within the given website (“Bid and RFP Opportunities”) and ensure compliance with all applicable bid documents inclusive of any issued addenda. Failure to incorporate any applicable addenda in the final submittal may result in the rejection of your bid.

NOTE: FAX OR ELECTRONIC RESPONSES TO BID PROPOSALS ARE NOT ACCEPTABLE.

In the event a sealed bid is hand carried, it is the sole responsibility of the bidder to assure the bid is in possession of the CCAC Purchasing Department prior to the time set for opening.

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

INSTRUCTIONS TO BIDDERS

1. All prices quoted shall be F.O.B. destination and include all freight and delivery charges to actual point of delivery.
2. **Bids that vary from specifications/addendum(s) may be rejected by the College.** Any and all changes to specifications will be issued by addenda via fax/mail. It is the responsibility of bidders to provide the College with company name, address, telephone, and fax numbers and contact names if applicable.
3. Bidders must be recognized dealers in specified materials and qualified to advise in the application and/or use of the materials. When requested, the bidder must satisfy the Community College of Allegheny County that they have the organization, capital, and stock availability and experience to fulfill their bid offer.
4. Bids may be rejected or award cancelled by the College if a bidder intends to sublet any/all of the required work.
5. Completely executed bid documents must be submitted in a **sealed envelope bearing the offering company's name and address; and, the bid number must appear on the sealed envelope.** No College representative will bear any responsibility for the premature opening of a bid which is not properly addressed and identified.
6. Whenever the words "Purchasing Agent" or a pronoun referring to a College Agent appears in either the specifications and/or Articles of Agreement, the Agent is acting only under the authority of and subject to the approval of the Board of Trustees of the Community College of Allegheny County.
7. The College reserves the right to award all or any items, separately or in a lump sum whichever is in the best interest of the College.
8. Bids for supplies shall be submitted to the College in accordance with the numbered item(s) on the price sheet. Unit prices(s) shall prevail where extension of prices is requested.
9. Contracts will not be awarded by the College to any corporation, firm, or individual that has failed in any former contract with the College to perform work or complete work or, in the College's sole judgment, to satisfactorily deliver or provide the quality of materials, fulfill a guarantee(s) or complete work in accordance with the schedule for such prior contract."
10. If the College Agent is of the opinion that the awarded work/products are unnecessarily delayed, the rate of progress of delivery is unsatisfactory, or that the corporation, firm, or individual contractor is willfully violating any of the contract requirements or conditions or is acting in bad faith, the College's Agent shall take whatever action necessary for the completion of the work and/or delivery of the products to the College. Resulting expenses to the College will be deducted from monies due the contractor and the bondsman will be held liable for any balance due at the completion of the contract.
11. Inspection of materials and workmanship of the contractor by a College Agent will not lessen the responsibility of the contractor from the obligation to perform and deliver satisfactory work/materials to the College. The contractor is expected to pay for the cost of tests for defective materials. This cost may be deducted from any monies due the contractor from the College.
12. The contractor will not receive instructions from a College Agent relative to the work or delivery until a contract has been duly signed and the bond, if required, is approved.
13. Companies may quote price(s) on work/material to any and all bidders and may also directly submit a bid to the College for the work/material.
14. When samples are requested by the College, the bidder must supply them free of charge. Samples will not be returned to the bidder.

15. The bidder is solely at risk when using unauthorized patented material.
16. Quantities requested by the College are for bidding purposes only. The College may purchase more or less than the estimated quantities.
17. The College reserves the right to reject any and all bids, and to waive minor discrepancies in the bids or specifications, when in the best interest of the College. The College may purchase any part, all, or none of the materials specified.
18. The College will reject materials that do not meet specifications, even if the bidder lists trade names, or names of such materials on the bid.
19. All prices quoted must be held firm for the contract period. Bids containing escalation or other clauses for price change may be rejected. Discounts or other uncalled for allowances quoted will not be considered in making the award and the bid may be rejected.
20. Unless otherwise specified, materials, supplies, and/or equipment must be delivered thirty (30) days from the date of the purchase order.
21. Unless otherwise specified, materials, supplies, and/or equipment must be new, current stock, and unused.

SIGNING OF AGREEMENT AND BOND

22. Successful bidders are required to sign Contract Articles of Agreement and bond forms as follows:

If trading as an Individual: All copies of Contract Articles of Agreement and bond(s) must be signed by the individual to whom the award is made and signature must be witnessed by the same witness.

If trading as a Partnership: All copies of Contract Articles of Agreement and bond(s) must be signed by **every partner** comprising the Partnership, regardless of number, and these signatures must be witnessed by the same witness.

If trading as a Corporation: All copies of Contract Articles of Agreement and bond(s) must be signed by the **President (or Vice President)** and attested by the Secretary or Assistant Secretary and Corporate seal must appear on all copies.

The County requires that Power of Attorney forms be attached to bonds, bear the same date as that appearing on the bonds and that the forms are sealed and executed by a proper **live signature**.

FICTITIOUS NAME REGISTRATION

23. To comply with a provision of the law regarding registration under the Fictitious Name Act of the Commonwealth of Pennsylvania, successful bidders trading as an **Individual or a Partnership** must submit a certified copy of their Fictitious Name Registration with their contract. Fictitious Name Registration forms are issued by the Office of the Prothonotary of Allegheny County, or the county in which the business is located.

PREVENTION OF DELAY

24. A contractor will be considered in **default** if the contractor has work performed or means employed in the carrying out of the contract that would in any way cause or result in a suspension or delay of, or strike upon the work to be performed of any of the trades working in or about the premises described, or in or about any other building of the Community College of Allegheny County.
25. When trade names or catalog numbers are used, bidders may quote on any equal (unless otherwise stated by the College) but such bids must show trade names and/or catalog numbers of the products.

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

RETURN BID PROPOSAL FORM

FOR

BID PROPOSAL NO. 1105

PATIO REPLACEMENT – STUDENT SERVICES CENTER – ALLEGHENY CAMPUS

Complete this form and submit with your bid.

- **The undersigned agrees to comply with the Instructions to Bidders and Specifications for the price(s) quoted on the Return Price Form. Price(s) quoted include all allowable cash and/or credit discounts.**
- **The College may reject bids quoting unspecified discounts and/or allowances.**

Submitted by:

Company Name Bidding
(Please print)

Contact Person at Company
(Please print)

Signature
(Handwritten signature must appear here in ink.)

Title

Address

Telephone Number (Include Area Code.)

Fax Number (Include Area Code.)

Trading as: (Check one.) Please print.

_____ Individual Owner _____

_____ Partnership Partner _____ Partner _____

_____ Corporation Exact Name _____

State Incorporated _____

THE BOARD OF TRUSTEES OF THE COLLEGE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

BID PROPOSAL NO. 1105
PATIO REPLACEMENT – STUDENT SERVICES CENTER –
ALLEGHENY CAMPUS

BASE BID #1

The total lump sum for providing all labor, material, equipment, permits, and supervision required to complete patio replacement as specified herein for the Student Services Center

Base Bid #1 TREMproof PUMA Patio Replacement \$ _____

Unit Prices: not included in Base Bid:

Concrete Deck Repair \$ _____/cu. ft.

Drain Replacement \$ _____/per drain

Concrete Paver Replacement \$ _____/paver

XPS Insulation Replacement \$ _____/sq. ft.

Estimated Schedule for BASE BID 1:

1. Earliest we can mobilize _____

2. Estimated days to complete project

A. Patio Restoration _____/days

B. Install Insulation & Pavers _____/days

Total # of day's _____

BIDDER'S NAME (please print) _____

RETURN FORM 2.0

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

NON-COLLUSION AFFIDAVIT

Contract/Bid No. 1105

State of _____ : :s.s.

County of _____ :

I state that I am _____ of _____
(title) (name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates,
(name of my firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
(name of my firm)

acknowledges that the above representations are material and important, and will be relied on by the Community College of Allegheny County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Community College of Allegheny County of the true facts relating to the submission of bids for this contract.

Signature _____ Title _____

(MUST BE SIGNED HERE IN HANDWRITING, IN INK.)

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public _____ My Commission Expires: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. § 1611 et seq., governmental agencies may require Non-collusion Affidavits to be submitted together with bids.
2. This Non-collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

MBE/WBE PARTICIPATION: CCAC encourages the participation of minority and women-owned businesses in all of its contracts and is committed to providing maximum opportunities for qualified minority and/or women-owned business enterprises ("MBE/WBEs") to participate in its work. Bidder agrees (1) if qualified, to take reasonable and timely steps to obtain appropriate certification as an MBE and/or WBE, (2) to ensure that MBE and/or WBEs are appropriately considered as subcontractors and/or suppliers under this Agreement; and (3) to report moneys spent for MBE and/or WBE subcontractors and/or suppliers for work as CCAC may from time to time reasonably request. **CCAC's goal for MBE/WBE participation is 20% (13% MBE and 7% WBE/DBE).** Please provide documentation as to your firm's good faith effort to reach this goal by describing all applicable details of MBE/WBE participation that may be included in the resulting agreement.

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

MINORITY PARTICIPATION GOALS – BID PROPOSAL NO. 1105

The following must be included with your bid.

Reference: General Conditions for Construction and Renovation Contracts - Item 6, Page 2 – Minority & Disadvantaged Participation Goals

A 20% M/W/DBE work participation is established (13% MBE and 7% WBE/DBE). Document your firm's good faith effort to obtain the 20% Goal:

M/W/DBE Company	Contact Person	Phone Number	\$Amount or Objective %
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

_____ I am an M/W/DBE. (ATTACH CERTIFICATION)

Total: _____

Bidder acknowledges that CCAC may communicate with listed firms to verify the extent of the contact.

Bidding Company's Name: _____

Signature: _____

Title: _____

Date: _____

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

BID PROPOSAL NO. 1105

**COMMONWEALTH OF PENNSYLVANIA
BID AWARD & RETENTION LAW
ACT NO. 1978-317, SENATE BILL 68, NOVEMBER 26, 1978**

EXTENSION OF CONTRACT EXECUTION REQUIREMENTS

In the event the contract(s)/purchase order(s) resulting from the above specified bid proposal is/are in excess of \$50,000.00, the above specified Act will apply.

This Act requires the awarding of a contract to the lowest responsible bidder within sixty (60) days of the date of bid opening and the execution of a contract within thirty (30) days after award by the College Board of Trustees. Thirty (30) day extensions of the date for award and for execution are permitted by the mutual written consent of the College and the successful bidder.

Due to the extent of the approval actions required prior to award and execution of any contract, it may not be possible for the College to complete contract award and execution within the sixty (60) day and thirty (30) day periods. Accordingly, each bidder is requested to indicate their agreement with a thirty (30) day extension of the sixty (60) day award date and thirty (30) day execution date by signing this form and returning it with their bid.

Name of Company

Authorized Company Representative

Signature

Title

MUST BE SIGNED HERE IN HANDWRITING, IN INK

RETURN FORM 5.0

LETTER OF ASSENT

BID PROPOSAL NO. 1105

This is to certify that the undersigned Contractor, _____, has examined a copy of the Project Labor Agreement between the Community College of Allegheny County and the Pittsburgh Regional Building & Construction Trades Council, AFL-CIO dated February 15, 2011 and hereby agrees to comply with all terms and execution of this Agreement. It is understood that the execution of this Letter of Assent shall be as binding on the Contractor as though the Contractor had signed the aforementioned Agreement.

This Letter of Assent will remain in effect through completion of Contractor's work on the above-captioned project at the Community College of Allegheny County's Allegheny Campus location.

The undersigned Contractor further agrees that upon notification by the College, the Contractor will furnish documented proof to the College that the employer complies with the terms and conditions of the Agreement.

This Letter of Assent shall become effective and binding upon the Contractor this _____ day of _____, 20____ and shall remain in effect as set forth above.

Name (Please print)

Signature

(MUST BE SIGNED HERE IN HANDWRITING, IN BLUE INK.)

Title

Name of Contractor

RETURN FORM 6.0

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

GENERAL CONDITIONS

FOR

CONSTRUCTION AND RENOVATION CONTRACTS

1. PERMITS

It is the responsibility of the contractor to obtain all permits and/or licenses required by Federal, State, County, City, or other local Municipalities or Authorities for work done or services performed under this contract.

2. ROLE OF CONTRACTOR

In the performance of the work hereunder, the contractor shall act as an independent contractor, and all of his agents, employees, and subcontractors shall be subject solely to the control, supervision, and authority of the contractor.

3. EMPLOYEES OF THE CONTRACTOR

It is understood that the contractor in signing the contract will employ only competent and first-class workmen and mechanics; that no workmen shall be regarded as competent and first-class except those who are duly skilled in their respective branches of labor.

4. BONDS

The College will accept only bonds written by surety companies authorized to do business in the Commonwealth of Pennsylvania and the County of Allegheny and included on the United States Treasury Department Annual List of Surety Companies published July first of each year. Limits for those companies appearing on the United States Treasury Department's list cannot be exceeded. This list is available for inspection in the Purchasing Department, Community College of Allegheny County, Administration Building, 800 Allegheny Avenue, Pittsburgh, Pennsylvania 15233. It is also available from the Surety Bond Branch, Financial Management Services, Department of the Treasury, Washington, D.C. 20226. Phone: 1.202.634.2214.

5. EQUAL OPPORTUNITY

Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or sex. Contractor and all subcontractors shall also comply with all applicable Federal, State, and local Fair Employment Practice Acts, or similar Acts, Rules, and Regulations and whether or not applicable will comply with the Federal Civil Rights Act of 1964. The Terms and Provisions of Executive Order 11246 and any Executive Order modifying or superseding same, are incorporated herein with respect to any work subject thereto.

The contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or their behalf state all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

6. **MINORITY & DISADVANTAGED PARTICIPATION GOALS**

The College's goal is to obtain 20% MBE/WBE/DBE (13% Minority-owned Business enterprise/7% Woman-owned Business Enterprise/Disadvantaged Business Enterprise) participation in the work. This is to be based on the dollar value of employment, subcontracts, supplies, goods, and services as a percentage of the total contract amount. The bidder/contractor must demonstrate to the College prior to award of the contract, and periodically thereafter throughout the term of the contract, their compliance and continued ability to comply with these goals.

The contractor shall submit with their bid (on Return Form 4.0) a completed Minority & Disadvantaged Contractor Commitment Plan that will contain the details of how they plan to comply with this goal should they be awarded the contract.

If the plan is not submitted in the bid or is not acceptable, the College may deem the bid non-responsive and may award the work to the next lowest responsive bidder with an acceptable plan. Thus, it behooves all bidders to formulate their M/W/DBE plan before submitting a bid.

Finding Certified M/W/DBE's - All subcontractors and suppliers of goods and services used to comply with this goal must be **certified** minority or disadvantaged firms. They may be certified by any recognized and reputable organization such as the following: African American Chamber of Commerce, Allegheny County, Port Authority of Allegheny County, City of Pittsburgh, Pittsburgh Regional Minority Purchasing Council, Commonwealth of Pennsylvania, United States Federal Government.

If the firm is not certified and desires to be certified, it is suggested that they contact one of the following organizations. These organizations may also be used as references for sourcing M/W/DBE firms.

Allegheny County
M/W/DBE Department
County Office Building Rm 204
542 Forbes Avenue
Pittsburgh, Pennsylvania 15219
412.350.4309

EMSDC
Regional Enterprise Tower
425 Sixth Avenue
Suite 401
Pittsburgh, Pennsylvania 15219
412.391.4423

Diversity Business Resource Center
700 River Avenue Suite 231
Pittsburgh, PA 15212
412.322.3272

African American Chamber of Commerce
Koppers Building
436 Seventh Avenue, Suite 2220
Pittsburgh, PA 15219
412.391.0610

A list of PA certified M/W/DBE firms can be found on the Internet at <http://www.paucp.com>.

The College expects all firms to demonstrate a good faith effort to include M/W/DBE's when bidding on College contracts. A good faith effort as defined by the Code of Federal Regulations (49CFR26) means "*efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement*".

If you are not successful in securing M/W/DBE participation after a good faith effort is made, provide the following in your waiver request:

- A detailed account of your efforts;
- Your normal business practice and/or inventory profile; and
- An active diversity plan/policy

Reporting During and After Project Completion - The contractor shall submit with their monthly application for payment a written M/W/DBE Contractor Report demonstrating their compliance with the goal. The report shall state the dollar amount spent on labor, materials, services, and subcontracts and shall list firm names and vendor names. At the completion of the project, with final application for payment, the contractor shall submit a recap of their compliance which shall state the dollar amount spent on labor, materials, subcontracts, and services as a percentage of the total contract amount. Projects with shorter timeframes shall require a one-time only report at the completion of the project. Reports are to be accompanied by back-up documentation evidencing the business relationship with the M/W/DBE for the particular project (e.g.: copies of invoices, purchase orders, or evidence of payments).

Failure to Comply With M/W/DBE Goals – If the contractor fails to make a good faith effort (as determined by the College) to comply with the College's 20% M/W/DBE goal or fails to meet their M/W/DBE commitment or to submit documentation as required by the College, the College may consider such non-compliance or breach of contract and any one or more of the following may occur:

- Rejection of the bid
- Forfeiture of bid guaranty
- Termination of the contract
- The imposing of sanctions as deemed appropriate by the College
- Contractor being barred from bidding on College contracts for up to three (3) years
- Or such other remedy as the College deems appropriate

7. FINANCIAL INTEREST

All bidders for construction must be established firms competent to perform the required scope of work. All bidders must satisfy the Community College of Allegheny County that they have the requisite organization, capital, plant, stock, ability, and experience to satisfactorily execute and contract in accordance with the provisions of the contract in which they are interested.

If the contractor's base bid is \$25,000.00 or more, the American Institute of Architects form, "Contractors Qualification Statement" form A305 - 1986 (or latest revision) may be requested by CCAC. This form is available from the American Institute of Architects, 1735 New York Avenue N.W., Washington, D.C. 20006. If requested by CCAC, a completed form A305 is to be submitted within 48 business hours and may be faxed to 412.237.3195.

8. EMPLOYMENT OF INDEPENDENT SUBCONTRACTORS

If you are a contractor to the College and the value of the base contract is \$25,000.00 or more, you must secure approval of all proposed subcontractors from the College prior to beginning work. Information on your proposed subcontractors is to be submitted on the form entitled Proposed Subcontractors.

Each proposed subcontractor to be employed must be an independent contractor "in fact" and must meet the following criteria:

- a. The subcontractor must have a Federal identification number.
- b. The subcontractor must perform these same services for others.
- c. The subcontractor must have an established place of business.
- d. The subcontractor must use their own tools and equipment.
- e. The subcontractor must pay all taxes and other items required by law to be paid by an employer with respect to compensation paid to their employees.
- f. The subcontractor must provide and maintain all insurance required by law and the College.

If the proposed subcontractor does not meet all of these criteria, they will not be approved.

9. VERBAL AUTHORIZATIONS

No verbal agreement or understanding with any officer, agent, or employee of the College either before or after the execution of the contract shall alter, amend, modify, or rescind any of the terms or provisions contained in any of the contract documents. This provision shall not limit or affect the right to make changes or variations in the work. Any changes must be authorized in writing.

10. APPLICABLE LAW, ACTS, AND ORDINANCES

The contractor(s) shall agree to abide by and be bound by all applicable provisions and regulations of all laws, acts, and ordinances relating to and regulating the hours and conditions of employment.

11. PENNSYLVANIA PREVAILING WAGE ACT

The Pennsylvania Prevailing Wage Act shall be incorporated into and made part of all College construction related contract(s) having an estimated value of \$25,000.00 or more.

It is the responsibility of the contractor to ensure that they have included the appropriate Pennsylvania prevailing wage rates in their proposal to the College. Failure to do this will not be a reason for the contractor to withdraw their bid or fail to perform the contract or to request additional payments from the College.

In accordance with the Prevailing Wage Determination Act, the contractor(s) shall:

- a. Pay no less than the wage rates including contributions for employee benefits as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442) as amended August 9, 1963 and/or subsequent amendments thereof (Act No. 342) and the regulations issued pursuant thereto.
- b. Apply all applicable provisions of the Acts and Laws to all work performed on the contract by the contractor(s) and subcontractor(s).
- c. Insert in each of his subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
- d. Assure that no workmen be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in Section 7 of the above referenced Regulations shall be followed.
- e. Assure that all workmen employed or working on this contract shall be paid unconditionally regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any contractor, subcontractor, and workmen not less than once a week without deduction or debate on any account either directly or indirectly except authorized deductions, the full amounts due at the time of payment computed at the rates applicable to the time worked on the appropriate classification. Nothing in this contract, the Act or these Regulations, prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workmen on public work.
- f. Each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary including the effective date of any charges thereof in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
 1. Name of project.
 2. Name of public body for which it is being constructed.
 3. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.

4. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 5. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever they may file a protest with the Secretary of Labor and Industry. Any Workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six months from the occurrence of the event creating such right.
- g. All subcontractors shall keep an accurate record showing the name, craft, and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representative.
 - h. Assure that apprentices shall be limited to such numbers as shall be in accordance with a bonafide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid at the rate predetermined for journeymen in that particular craft and/or classification.
 - i. Pay wages without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.
 - j. Be advised that payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations regardless of the average hourly earnings resulting therefrom.
 - k. Each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency under oath and in form satisfactory to the Secretary certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by Section 3 of these Regulations; or, if any wages remain unpaid, to set forth the amount of wages due and owing to each workman respectively. The College shall require the contractor and all subcontractors to file weekly wage certifications utilizing form WH-347. (Reference: Section 10(a) of Act and Section 10 of Regulations). Prior to making final payment the College will require final wage certifications from all contractors and subcontractors.

12. PAYMENT TO CONTRACTORS

The College maintains the right to withhold a percentage of monies requested by contractors for work done under this contract in accordance with the American Institute of Architects Application for Payment form G-702 as indicated in Section 01152--Applications for Payment of the technical specifications.

13. INSURANCE REQUIREMENT

A properly executed certificate of insurance must be submitted with the signed Contract Articles of Agreement. The certificate of insurance must show that the contractor and subcontractors comply with the College's insurance requirements. The certificate of insurance must state that in the event any coverage shown is to be cancelled the College will be given a thirty day advance notice of the cancellation.

14. MINORITY BIDDERS

The Community College of Allegheny County hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

15. MODIFICATION AND WITHDRAWAL OF BIDS

- a. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- b. Bidders may withdraw their bid within two (2) business days of the bid opening only within accordance of Commonwealth of Pennsylvania public bidding law.

16. TAXES

CCAC is a governmental entity and is generally exempt from sales and use tax with respect to purchases of building machinery and equipment. A tax exemption certificate will be provided upon request. It is the bidder's responsibility to pay any/all applicable taxes on non-exempt equipment, supplies and services in accordance with applicable law.

17. PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT

Contractor acknowledges that CCAC is a public agency subject to the requirements of the Pennsylvania Steel Products Procurement Act, 73 P.S. Section 1881 et. seq (the "SPPA"). Contractor therefore represents and warrants that any and all steel products purchased, used or supplied by it in the performance of the Contract will be melted and manufactured in the United States, and that its performance hereunder will otherwise comply with requirements of the SPPA at all times. Contractor further agrees to provide CCAC with documentation and/or certification of its compliance with the foregoing requirements, as required under the SPPA, and acknowledges that it shall not be entitled to receive payment hereunder until such documentation and/or certification has been provided.

18. MARKUPS ON CHANGE ORDERS

Markups on change order requests shall not exceed 15%. This would apply to overhead and profit, labor, materials, equipment, etc.

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Patio Replacement
Awarding Agency:	Community College of Allegheny County
Contract Award Date:	11/1/2022
Serial Number:	22-07535
Project Classification:	Building
Determination Date:	9/23/2022
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Allegheny County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-07535 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2021		\$40.05	\$27.86	\$67.91
Asbestos & Insulation Workers	8/1/2022		\$41.40	\$28.51	\$69.91
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	6/1/2021		\$35.15	\$23.84	\$58.99
Bricklayer	6/1/2022		\$36.34	\$24.60	\$60.94
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$36.23	\$19.31	\$55.54
Cement Mason/Concrete Finisher	6/1/2019		\$31.27	\$19.39	\$50.66
Cement Masons	6/1/2021		\$31.77	\$21.89	\$53.66
Cement Masons	6/1/2022		\$32.57	\$22.59	\$55.16
Drywall Finisher	6/1/2021		\$31.00	\$21.39	\$52.39
Drywall Finisher	6/1/2022		\$32.00	\$21.89	\$53.89
Electricians & Telecommunications Installation Technician	12/26/2021		\$45.86	\$29.29	\$75.15
Electricians & Telecommunications Installation Technician	12/26/2022		\$48.31	\$29.29	\$77.60
Elevator Constructor	1/1/2018		\$47.22	\$33.00	\$80.22
Glazier	9/1/2021		\$32.61	\$27.19	\$59.80
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2017		\$33.54	\$30.24	\$63.78
Iron Workers	6/1/2022		\$38.39	\$34.27	\$72.66
Laborers (Class 01 - See notes)	1/1/2021		\$22.82	\$19.32	\$42.14
Laborers (Class 01 - See notes)	1/1/2022		\$24.82	\$19.46	\$44.28
Laborers (Class 01 - See notes)	1/1/2023		\$25.82	\$19.46	\$45.28
Laborers (Class 01 - See notes)	1/1/2024		\$26.82	\$19.46	\$46.28
Laborers (Class 01 - See notes)	1/1/2025		\$27.32	\$19.96	\$47.28
Laborers (Class 01 - See notes)	1/1/2026		\$27.82	\$20.46	\$48.28
Laborers (Class 02 - See notes)	1/1/2021		\$22.97	\$19.32	\$42.29
Laborers (Class 02 - See notes)	1/1/2022		\$24.97	\$19.46	\$44.43
Laborers (Class 02 - See notes)	1/1/2023		\$25.97	\$19.46	\$45.43
Laborers (Class 02 - See notes)	1/1/2024		\$26.97	\$19.46	\$46.43
Laborers (Class 02 - See notes)	1/1/2025		\$27.47	\$19.96	\$47.43
Laborers (Class 02 - See notes)	1/1/2026		\$27.97	\$20.46	\$48.43
Laborers (Class 03 - See notes)	1/1/2021		\$23.10	\$19.32	\$42.42
Laborers (Class 03 - See notes)	1/1/2022		\$26.47	\$19.46	\$45.93
Laborers (Class 03 - See notes)	1/1/2023		\$28.97	\$19.46	\$48.43
Laborers (Class 03 - See notes)	1/1/2024		\$29.97	\$19.46	\$49.43
Laborers (Class 03 - See notes)	1/1/2025		\$30.47	\$19.96	\$50.43
Laborers (Class 03 - See notes)	1/1/2026		\$30.97	\$20.46	\$51.43
Laborers (Class 04 - See notes)	1/1/2021		\$23.57	\$19.32	\$42.89
Landscape Laborer (Skilled)	1/1/2020		\$21.64	\$16.98	\$38.62
Landscape Laborer (Tractor Operator)	1/1/2020		\$21.94	\$16.98	\$38.92
Landscape Laborer	1/1/2020		\$21.22	\$16.98	\$38.20
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	6/1/2021		\$37.09	\$23.35	\$60.44
Operators (Class 01 - see notes)	6/1/2022		\$38.89	\$23.69	\$62.58

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-07535 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 01 - see notes)	6/1/2023		\$40.69	\$23.89	\$64.58
Operators (Class 01 - see notes)	6/1/2024		\$41.69	\$24.39	\$66.08
Operators (Class 02 -see notes)	6/1/2021		\$31.02	\$23.35	\$54.37
Operators (Class 02 -see notes)	6/1/2022		\$32.82	\$23.69	\$56.51
Operators (Class 02 -see notes)	6/1/2023		\$34.62	\$23.89	\$58.51
Operators (Class 02 -see notes)	6/1/2024		\$35.62	\$24.39	\$60.01
Operators (Class 03 - See notes)	6/1/2021		\$29.23	\$23.35	\$52.58
Operators (Class 03 - See notes)	6/1/2022		\$30.03	\$23.69	\$53.72
Operators (Class 03 - See notes)	6/1/2023		\$31.83	\$23.89	\$55.72
Operators (Class 03 - See notes)	6/1/2024		\$32.83	\$24.39	\$57.22
Painters Class 6 (see notes)	6/1/2021		\$29.15	\$21.89	\$51.04
Painters Class 6 (see notes)	6/1/2022		\$29.50	\$22.82	\$52.32
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Plasterers	6/1/2021		\$30.69	\$19.09	\$49.78
Plasterers	6/1/2022		\$31.44	\$19.74	\$51.18
plumber	6/1/2021		\$47.25	\$21.77	\$69.02
plumber	6/1/2022		\$49.35	\$21.77	\$71.12
Pointers, Caulkers, Cleaners	6/1/2021		\$33.70	\$20.22	\$53.92
Pointers, Caulkers, Cleaners	6/1/2022		\$35.00	\$20.53	\$55.53
Roofers	6/1/2022		\$36.04	\$19.13	\$55.17
Sheet Metal Workers	7/1/2021		\$38.76	\$30.00	\$68.76
Sign Makers and Hangars	7/17/2021		\$29.49	\$23.90	\$53.39
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sprinklerfitters	7/1/2020		\$38.91	\$23.23	\$62.14
Steamfitters	6/1/2021		\$42.75	\$26.72	\$69.47
Steamfitters	6/1/2022		\$44.15	\$27.32	\$71.47
Stone Masons	6/1/2021		\$36.37	\$22.85	\$59.22
Stone Masons	6/1/2022		\$37.91	\$23.26	\$61.17
Terrazzo Finisher	6/1/2021		\$34.00	\$17.46	\$51.46
Terrazzo Finisher	6/1/2022		\$35.33	\$17.68	\$53.01
Terrazzo Mechanics	6/1/2021		\$33.30	\$19.71	\$53.01
Terrazzo Mechanics	6/1/2022		\$34.69	\$19.97	\$54.66
Tile Finisher	6/1/2021		\$27.19	\$16.71	\$43.90
Tile Finisher	6/1/2022		\$28.35	\$16.99	\$45.34
Tile Setter	6/1/2021		\$33.58	\$21.12	\$54.70
Tile Setter	6/1/2022		\$35.04	\$21.46	\$56.50
Truckdriver class 1(see notes)	1/1/2021		\$30.68	\$20.96	\$51.64
Truckdriver class 1(see notes)	1/1/2022		\$31.43	\$21.71	\$53.14
Truckdriver class 2 (see notes)	1/1/2021		\$31.14	\$21.27	\$52.41
Truckdriver class 2 (see notes)	1/1/2022		\$31.89	\$22.02	\$53.91
Truckdriver class 3 (see notes)	1/1/2016		\$28.23	\$16.98	\$45.21

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-07535 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-07535 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2021		\$36.12	\$19.32	\$55.44
Carpenter	1/1/2022		\$37.10	\$19.84	\$56.94
Carpenter Welder	1/1/2021		\$37.07	\$19.32	\$56.39
Carpenter Welder	1/1/2022		\$38.05	\$19.84	\$57.89
Cement Finishers	1/1/2021		\$32.84	\$22.60	\$55.44
Cement Finishers	1/1/2022		\$33.14	\$23.80	\$56.94
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/31/2021		\$50.33	\$27.73	\$78.06
Electric Lineman	5/30/2022		\$51.42	\$28.85	\$80.27
Electric Lineman	5/29/2023		\$52.56	\$29.99	\$82.55
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Electricians & Telecommunications Installation Technician	12/1/2021		\$45.86	\$29.29	\$75.15
Electricians & Telecommunications Installation Technician	12/26/2022		\$47.22	\$33.00	\$80.22
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2020		\$37.29	\$32.87	\$70.16
Laborers (Class 01 - See notes)	1/6/2021		\$26.90	\$24.80	\$51.70
Laborers (Class 01 - See notes)	1/6/2022		\$27.70	\$25.50	\$53.20
Laborers (Class 02 - See notes)	1/6/2021		\$27.06	\$24.80	\$51.86
Laborers (Class 02 - See notes)	1/6/2022		\$27.86	\$25.50	\$53.36
Laborers (Class 03 - See notes)	1/6/2021		\$27.45	\$24.80	\$52.25
Laborers (Class 03 - See notes)	1/6/2022		\$28.25	\$25.50	\$53.75
Laborers (Class 04 - See notes)	1/6/2021		\$27.90	\$24.80	\$52.70
Laborers (Class 04 - See notes)	1/6/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 05 - See notes)	1/6/2021		\$28.31	\$24.80	\$53.11
Laborers (Class 05 - See notes)	1/6/2022		\$29.11	\$25.50	\$54.61
Laborers (Class 06 - See notes)	1/6/2021		\$25.15	\$24.80	\$49.95
Laborers (Class 06 - See notes)	1/6/2022		\$25.95	\$25.50	\$51.45
Laborers (Class 07 - See notes)	1/6/2021		\$27.90	\$24.80	\$52.70
Laborers (Class 07 - See notes)	1/6/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 08 - See notes)	1/6/2021		\$29.40	\$24.80	\$54.20
Laborers (Class 08 - See notes)	1/6/2022		\$30.20	\$25.50	\$55.70
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	1/1/2021		\$33.89	\$22.73	\$56.62
Operators (Class 01 - see notes)	1/1/2022		\$34.79	\$23.33	\$58.12
Operators (Class 02 -see notes)	1/1/2021		\$33.63	\$22.73	\$56.36
Operators (Class 02 -see notes)	1/1/2022		\$34.53	\$23.33	\$57.86
Operators (Class 03 - see notes)	1/1/2021		\$29.98	\$22.73	\$52.71
Operators (Class 03 - See notes)	1/1/2022		\$30.88	\$23.33	\$54.21
Operators (Class 04 - See notes)	1/1/2021		\$29.52	\$22.73	\$52.25
Operators (Class 04 - See notes)	1/1/2022		\$30.42	\$23.33	\$53.75
Operators (Class 05 - See notes)	1/1/2021		\$29.27	\$22.73	\$52.00
Operators (Class 05 - See notes)	1/1/2022		\$30.17	\$23.33	\$53.50
Operators Class 1-A	1/1/2021		\$36.89	\$22.73	\$59.62

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 22-07535 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 1-A	1/1/2022		\$37.79	\$23.33	\$61.12
Operators Class 1-B	1/1/2021		\$35.89	\$22.73	\$58.62
Operators Class 1-B	1/1/2022		\$36.79	\$23.33	\$60.12
Painters Class 1 (see notes)	6/1/2021		\$34.00	\$21.89	\$55.89
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 2 (see notes)	6/1/2019		\$35.25	\$20.06	\$55.31
Painters Class 3 (see notes)	6/1/2021		\$36.25	\$21.89	\$58.14
Painters Class 3 (see notes)	6/1/2022		\$36.77	\$22.82	\$59.59
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2021		\$36.54	\$20.06	\$56.60
Piledrivers	1/1/2022		\$37.63	\$20.47	\$58.10
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2021		\$30.68	\$20.96	\$51.64
Truckdriver class 1(see notes)	1/1/2022		\$31.43	\$21.71	\$53.14
Truckdriver class 2 (see notes)	1/1/2021		\$31.14	\$21.27	\$52.41
Truckdriver class 2 (see notes)	1/1/2022		\$31.89	\$22.02	\$53.91
Truckdriver class 3 (see notes)	1/1/2019		\$29.59	\$19.82	\$49.41

Project Labor Agreement

February 15, 2011

ARTICLE I

INTENT AND DURATION

Section 1. Intent and Duration. This Project Labor Agreement (the "Agreement") is entered into between the Community College of Allegheny County ("CCAC"); [Name of Contractor] as [Trade] Contractor and the Pittsburgh Regional Building and Construction Trades Council of Pittsburgh, AFL-CIO ("BCTC"); and the Signatory Unions (the "Unions") and applies exclusively to the construction work within the scope of this Agreement to be performed on the CCAC's BID PROPOSAL. (the "Project"). The purpose of this Agreement is to promote efficiency in the construction of the Project and to provide for the peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project

Upon execution of this Agreement by all parties, all construction work covered by this Agreement on the Project shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement. The Unions agree that other Contractors may execute the Agreement for purposes of performing such work. The Prime Contractors shall monitor compliance with this Agreement by all contractors, who through their execution of a Letter of Assent hereto, together with their subcontractors, shall become bound hereto. For purposes of this Agreement, the term "Contractor" shall be deemed to include all Prime construction contractors and subcontractors of whatever tier engaged in on-site construction work on the Project.

The Prime Contractors, the Unions and all signatory Contractors agree to abide by the terms and conditions contained in the Agreement. This Agreement represents the complete understanding of all parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work coming within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by the Prime Contractor.

Section 2. Limitation of Agreement to Project The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for work on the Project, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any union. The Unions further agree that this Agreement applies only to this Project, and that by signing the Letter of Assent hereto, a Contractor, not previously in signed agreement with the Unions, does not recognize the Unions as the bargaining representative of any of its employees at any other project, site or location. It is the intent of this Agreement that Contractors who sign it will create a relationship with the Unions governed by the provisions of Section 8(f) of the Labor Management Relations Act, 29 U.S.C. §158(f).

ARTICLE II

PURPOSE

Section 1. Purpose. The parties signatory to this Agreement accordingly pledge their complete good faith and trust to work towards an absolutely on-time completion of the Project. The signatory parties further pledge to demonstrate nationally that Western Pennsylvania enjoys a mature labor relations climate and continues to be the number one location in the United States to live and work.

Section 2. Time is of the Essence. The parties to this Agreement understand and agree that time is of the essence for this Project. The parties understand and agree that the CCAC and the Prime Contractors have a critical need for timely completion of the Project, as the Project must be completed prior to (SEE SPECIFICATIONS). Timely completion of the Project without interruption or delay is therefore vital. The parties understand and agree that timely construction of the Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are essential to its completion; the Unions pledge that they have members who are competent, skilled, and qualified to perform the required construction work. The parties also understand that on-budget completion of the Project is most critical; it is therefore essential that construction work on the Project be done in an efficient, economical manner with optimum productivity and no delays. In recognition of those special needs of the Project, Unions signatory hereto and their members agree not to initiate, authorize, sanction, participate in or condone, or permit their members to engage in, any strike, sympathy strike, jurisdictional strike, recognition strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), hand billing, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. Contractors agree not to engage in any lockouts.

ARTICLE III

BENEFITS OF THE AGREEMENT

Section 1. Benefits of the Agreement. This Agreement is intended to foster the achievement of a timely and on-budget completion of the Project by, among other things:

- (a) avoiding the costly delays of potential strikes, sympathy strikes, jurisdictional strikes, slowdowns, walkouts, picketing, handbilling and any other disruptions or interference with work, and promoting labor harmony and peace for the duration of the Project;
- (b) standardizing terms and conditions governing the employment of labor on the Project;
- (c) permitting a wide flexibility in work scheduling, shift hours, and starting times;
- (d) achieving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (e) providing comprehensive and standardized mechanisms for the settlement of work disputes;
- (f) ensuring a reliable source of skilled and experienced labor; and
- (g) furthering public policy objectives; to the extent lawful, as to improved employment opportunities for the Minority Business Enterprises, Women Business Enterprises.

ARTICLE IV

SCOPE OF THE AGREEMENT

Section 1. The Work. This Agreement is specifically defined and limited to onsite construction work required to construct the Project.

Section 2. Exclusions from Scope. Items specifically excluded from the scope of this Agreement, even if performed in connection with the Project, include the following:

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.
- (b) Equipment and machinery owned or controlled and operated by CCAC.
- (c) All off-site manufacture, fabrication or handling of materials, equipment or machinery (except at dedicated lay-down or storage areas), and all deliveries of any type to and from the Project site.
- (d) All employees of CCAC; the Prime Contractors, the design team or any other consultant when such employees do not perform manual labor coming within the scope of this Agreement.
- (e) Any work performed on or near or leading to or onto the site of work on the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.
- (f) Off-site maintenance of leased equipment and on-site supervision of all such maintenance work.
- (g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, unless such work has historically and customarily been performed by members of a signatory union, or work performed by supervisors or technicians employed by the manufacturer or vendor to oversee the testing of equipment once installed to insure that the equipment is fully operational.
- (h) Laboratory work for specialty testing or inspections not ordinarily done by the signatory local unions.
- (i) All work done by employees of CCAC, or of any State agency, authority or entity or employees of any municipality or other public employer.
- (j) All employees and entities engaged in ancillary Project work performed by electric utilities, gas utilities and telephone companies.
- (k) It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement. The National Stack/Chimney Agreement, and the National Cooling Tower Agreement, all instrument calibration work and loop

checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 8 (Work Stoppages and Lockouts); Article 10 (Grievance & Arbitration Procedure); and Article 11 (Jurisdictional Disputes) of this Project Agreement, which shall apply to such work. (see attached model PLA-Article II, Section 1)

The Unions agree that there shall be no interference with, or disruption of work, of those contractors, employers and employees exempted from coverage of this Agreement by subparagraph (a) through (k) above.

Section 3. Contract Award and Consent to Agreement.

- (a) The Prime Contractors, and/or Contractors, as appropriate have the absolute right to award contracts or subcontracts on the Project notwithstanding the existence or nonexistence of any Agreements between such contractor and any Union party provided only that such Contractor is willing, ready and able to execute and comply with this Agreement or a Letter of Assent thereto, should such Contractor be awarded work covered by this Agreement.
- (b) All subcontractors of a Contractor, of whatever tier, who have been awarded contracts of work covered by this Agreement on or after the effective date of this Agreement shall also be required to accept to be bound by the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of this Agreement or a Letter of Assent thereto, prior to the commencement of work. A copy of this Agreement or Letter of Assent executed by each Contractor shall be available for review by the Unions.

Section 4. Stand-Alone Agreement. This Agreement is a stand alone agreement. While this Agreement expressly does not incorporate any local area collective bargaining agreements, such local area collective bargaining agreements may be referenced for the limited purposes as hereinafter set forth in this Agreement. However, to the extent, if any, that any provisions of this Agreement conflict with any provision of a local area collective bargaining agreement, the provisions of this Agreement shall control.

Section 5. Craft Jurisdiction. This Agreement shall recognize the traditional craft jurisdictions of the signatory unions. Any and all jurisdictional disputes shall be settled in accordance with Article VIII below. While this Agreement is a stand-alone Agreement and expressly does not incorporate any local area collective bargaining agreements, the Agreement will utilize the local area collective bargaining agreements of signatory locals as a reference to define the signatory local unions' craft jurisdiction.

Section 6. Subcontracting. CCAC agrees that neither it nor any of its contractors or subcontractors will subcontract any work covered by this Agreement to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become a

signatory to and perform all work under the terms of this Agreement. Contractors who are signatory to local collective bargaining agreements shall be bound by the terms of their respective local collective bargaining agreements on subcontracting to the extent such terms are consistent with Article IV, Section 2 of this Agreement. Disputes concerning compliance with such local subcontracting provisions for this project shall be subject to all of the dispute resolution provisions of this Agreement.

Section 7. Liability. It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among CCAC and/or any Contractor and CCAC shall not assume any liabilities of the Contractors.

Section 8. Abatement of Agreement. As areas of covered work on the Project are accepted by CCAC, this Agreement shall have no further force or effect on such areas except where the Contractor is directed by CCAC to engage in repairs or punch list modifications.

ARTICLE V

LABOR/MANAGEMENT COOPERATION JOINT ADMINISTRATIVE COMMITTEE

Section 1. The parties to this Agreement shall establish a Project Joint Administrative Committee ("Committee"). This Committee will be a three-person committee comprised of one member each from the Prime Contractor, from CCAC, and from the signatory Unions, with an alternate signatory Union member available to replace the regular volunteer when a problem or grievance concerns the regular member's Union. The members of the Project Joint Administrative Committee shall be appointed by their respective principals at a time to be determined after the time the Prime Contracts are awarded. Each member of the Committee shall designate an alternate who shall serve in the absence of the member for any purpose contemplated by this Agreement.

Section 2. The Committee shall meet at least quarterly or more often if special circumstances warrant, to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other relevant matters. Any need for interpretation which might arise from the application of the terms and conditions of the Agreement shall be referred directly to the Committee for resolution.

ARTICLE VI

UNION RECOGNITION AND EMPLOYMENT

Section 1. Pre-Hire Recognition. Each Contractor recognizes the Unions as the sole and exclusive bargaining representative of all craft employees within their respective jurisdictions working on the Project under the Agreement. It is contemplated that such recognition under this Agreement is pursuant to the provisions of Section 8(f) of the Labor Management Relations Act, 29 U.S.C. §158(f) unless the signatory Contractor and Unions have another, preexisting legal relationship.

Section 2. Contractor's Right of Selection. Each Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off.

Section 3. Union Referral. For Local Unions having a job referral system, each Contractor agrees to comply with such system, and the referral system shall be used exclusively by such Contractor, except as modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with Federal, State, and Local laws and regulations requiring equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. The Union shall indemnify and hold each Contractor harmless with respect to any claim arising out of how the Union operates and administers its referral system. All hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations. The Contractor may reject any referral for any reason and request another, different referral.

Section 4. Lack of Job Referral System. In the event that a signatory Local Union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the Union forty-eight (48) hours to refer applicants. The Contractor may reject any referral for any reason and request another, different referral. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

Section 5. Unavailability of Union Referrals. In the event that Local Unions are unable to fill any requisitions for qualified employees within forty-eight (48) hours after such requisition is made by the Contractor (Saturdays, Sundays, and Holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the name and social security number of any applicants hired from other sources and refer the applicant to the Local Union for dispatch to the Project.

Section 6. No Cross-Referrals. The Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor, nor shall any Union engage in any activity which encourages workforce turnover or absenteeism.

Section 7. Union Best Efforts. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of each Contractor, including calls to local unions in other geographical areas when its referral lists have been exhausted.

Section 8. Non-Discrimination. No employee covered by this Agreement shall be required to join any Union or pay any agency fees or dues as a condition of being employed, or remaining employed, on the Project. Where, however, there is in effect and in the possession of the Contractor a voluntary written dues deduction authorization executed by the employee on a standard form furnished by the Union, the Contractor agrees to deduct union dues from the pay of the employee and to remit the dues to the Union at the same time that trust fund contributions are required to be remitted to the administrators of the appropriate trust funds on behalf of that employee.

Section 9. Core Employees. To provide opportunities to participate on the Project to minority and women owned business enterprises as well as other enterprises which do not have a relationship with the Unions signatory to this Agreement and to ensure that such enterprises will have an opportunity to employ their "core" employees on this Project, the parties agree that any such enterprise has the right to select core employees whom it will employ on site, in accordance with the formula below and who:

- (a) possess any license required by the state or federal law for the Project work to be performed;
- (b) have worked a total of at least 1,200 hours per year in the construction craft during each of the prior 3 years, including participating in a state certified apprenticeship program;
- (c) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (d) have the ability to perform safely the basic functions of the applicable trade.

The first employee and the third employee, or up to ten (10) percent of all employees, whichever is greater, hired by each contractor may be core employees. After such core employees have been hired by any contractor, all the employees shall thereafter be hiring hall referrals by the appropriate signatory unions in accordance with the provisions of the applicable local collective bargaining agreements.

Section 10. Craft and General Forepersons. The selection of craft foreman and/or general foreman and the number foreman required shall be the exclusive right and responsibility of each contractor.

ARTICLE VII

DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the

violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Prime Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given.

The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Prime Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Prime Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Prime Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VIII

JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Prime Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE IX.

MANAGEMENT'S RIGHTS

Section 1. Exclusive Authority – Workforce. The Prime Contractors retain the full and exclusive authority for the management of their operations and workforces. The Prime Contractors retain the right to plan, direct, and control the workforce, including the hiring, promotion, demotion, transfer, layoff, suspension, discipline or discharge for just cause of employees; the determination of crew make-up, crew size and manning levels; the selection of foremen, the assignment and scheduling of work; the promulgation of work rules; and the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency of the individual and/or joint working efforts of employees shall be permitted or observed. The Prime Contractors may utilize any methods or techniques of construction and operation.

Section 2. Materials, Design, Machinery, Equipment. There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery packaging, pre-cast, pre-fabricated, pre-finish, or pre-assembled materials, tools or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction of such work;

provided, however, that installation of specialty items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, in circumstances requiring special knowledge of the particular items.

Section 3. Specialty Work. It is recognized by the Contractors, the Unions, and their members that the performance of certain work on the Project shall consist of the installation of certain materials, equipment, or supplies manufactured outside this local vicinity which must, for warranty purposes, be installed by the manufacturer and/or designated specialty contractors and that such installation work is not customarily performed by the members of such unions. The Unions and their members agree that they shall make no claims for such work; provided, however, that the Prime Contractors and/or the Joint Administrative Committee shall provide them with the necessary information establishing the nature of such specialty work.

Section 4. New Technology, Equipment. The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by any Contractor from time to time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods.

Section 5. Disputes. If there is any disagreement between any Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

ARTICLE X.

WORK STOPPAGES

Section 1. No Strikes or Work Disruptions. There shall be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sitdown, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. The Unions signatory hereto, and each of their members, agree not to initiate, authorize, sanction, participate in, condone, or permit their members to engage in any such activity. Failure of any Union or employee covered by this Agreement to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the Project construction site, is a violation of this Article. The signatory Union shall be responsible for any action of its members, which violates this section, and its members shall be subject to discipline up to and including discharge for violation of the provisions of this article.

Section 2. Union Responsibilities. The Union shall not sanction, aid or abet, encourage or condone any conduct or activity in violation of this Article, and shall undertake all means to prevent or to terminate any such conduct immediately. No employee shall engage in activities which violate this Article, and the Union shall pursue all disciplinary action permitted by its Constitution and By-laws against any employee who engages in any activity which violates this Article.

Section 3. Violation. If any Contractor and/or CCAC contends that any Union or its member(s) has violated this Article, it will notify in writing the International President(s) of the Union(s) involved, advising him of the fact, with copies of such notice to the Local Union(s) involved, and the BCTC. The International President or Presidents will immediately instruct, order and use the best efforts of his office, including discipline procedures under its Constitution and By-laws, to cause the Local Union(s) or its members to cease any violation of this Article.

Section 4. Expedited Arbitration. Should CCAC, Prime Contractor or any Contractor believe that there has been any violation of this Article, it may institute this expedited arbitration procedure (in addition to any action at law or in equity, or any other contractual procedure available to it). The parties to this Agreement have agreed that the Labor Arbitration Rules of the American Arbitration Association shall apply, including the Rules governing Expedited Arbitration. The Arbitrator shall hold a hearing within twenty-four (24) hours of verbal or written notice of a claimed violation of this Article and shall complete the hearing in one session. The sole issue at the hearing shall be whether or not a violation of this article has occurred. The Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation. The arbitral award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without opinion. If any party desires an opinion, the arbitrator shall issue one within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award.

ARTICLE XI

WAGE AND BENEFITS

Section 1. Classification – Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid the prevailing wage and benefit rates for these classifications. The Prime Contractors, upon request, shall provide the Unions with substantiation that prevailing wages and benefits are being paid by Contractors on the Project.

Section 2. Payment of Benefits/Contribution. Each Contractor will also pay all required contributions in the amounts required by Section 1 of this Article to the established employee benefit funds that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds). With respect to contributions required in this Section to Employer-Union jointly trusted funds, the Contractor adopts and agrees to be bound by the written terms of the legally established trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by Contractor. This section does not apply to core employees unless any core employee voluntarily elects to join and become a member of any local union signatory to this Agreement, in which event this Section shall immediately apply with respect to any such core employee.

ARTICLE XII

LOCAL UNION NEGOTIATIONS DURING THE PENDENCY OF THE AGREEMENT

Section 1. All parties to this Agreement understand and acknowledge that some crafts who will be working on the Project are covered by local collective bargaining agreements that will expire prior to the projected completion of the project. All contracting parties understand and agree that irrespective of whether such local collective bargaining agreement negotiations are successful or unsuccessful, there shall be no strike, sympathy strike, jurisdictional strike, recognitional strike slowdown, sabotage, work to rule, sickout, sitdown, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project by any Union involved in such local negotiations, or by any of its members, nor shall there be any lockout on the Project affecting such union or its members during the course of such negotiations. Irrespective of the status of any such local collective bargaining agreement negotiations, the affected Union and all of its members will observe and fully comply with the provisions of this Agreement.

Section 2. Wage/Benefit Increases. Should a craft covered by this Agreement negotiate an increase in wages or an increase in benefits with any Contractor to become effective during the term of the Project for the area of Western Pennsylvania, those wage and/or benefit increases shall be paid, as of the effective date of those increases, to those employees in that craft performing work covered by this Agreement.

ARTICLE XIII

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. Work Day and Work Week. Except as provided in Section 4, the first shift shall consist of eight (8) or ten (10) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour for unpaid lunch, approximately mid-way through the shift. Forty (40) hours per week shall constitute a regular week's work, whether consisting of five (5) eight (8) hour days, or four (4) ten (10) hour days. The work week will start on Monday and conclude on Sunday. A uniform starting time will be established for all crafts on each project or segment of work. Nothing herein shall be construed as guaranteeing any employee eight (8) or ten (10) hours per day or forty (40) hours per week. The Union(s) shall be informed of the work starting time set by the contractor at the pre-job conference which may be changed thereafter upon three (3) days' notice to the Union(s) and the employees. A second shift, if used, shall consist of eight hours between the 3:00 p.m. and 1:00 a.m.; a third shift, if used, shall begin between 10:00 p.m. and 1:00 a.m. For the purposes of Section 3, the third shift shall be considered as part of the prior day's work.

Section 2. Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time, which is defined as the scheduled end of the shift. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless

the employee is otherwise engaged at the direction of the Contractor. Due to the magnitude of the project and congestion of the site, staggered starting times may be required. If necessary, these starting times would be between 6 AM and 8 AM. This policy could help reduce the transportation problems at start and completion times.

Section 3. Overtime. Overtime shall be defined as all hours worked in excess of forty (40) hours in a week, or for 8 hour shifts, in excess of 8 hours per day; or for 10 hour shifts, for work in excess of 10 hours per day; such work and work performed on Saturday shall be paid at one and one-half times the straight time rate of pay. However, in scheduled five day/eight hour shift work-weeks, Saturday may be scheduled as a "make-up" day at straight time to make up for a day lost (Monday through Friday) due to inclement weather; in scheduled four day/ten hour shift work weeks, Friday and/or Saturday may be scheduled as a "makeup" day at straight time to make up for a lost day (Monday through Thursday) due to inclement weather. In addition, if a makeup day is scheduled, all employees directed to work on such day will be guaranteed a minimum of four (4) hours work or pay. In any week in which employees on the Project are scheduled on four day/ten hour shifts, an employee whose first day of work on the projects begins on Wednesday, or a later day of the schedule shall be paid, during the first week of his employment only, time and a half for all hours worked in excess of eight in a day for each day he worked during said week. Work on Sundays and Holidays shall be at double time. There will be no restriction on any Contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. The Contractor shall have the right to schedule work so as to minimize overtime. There shall be no pyramiding of overtime pay under any circumstances.

Section 4. Shifts.

- (a) Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the Union and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period for eight (8) hours pay.
- (b) The Contractor may establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half hour unpaid lunch, approximately midway through the shift) between Monday and Friday.

Section 5. Holidays. Recognized holidays on the Project shall be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Work performed on holidays shall be paid at double the straight time rate of pay. A holiday falling on Sunday shall be observed the following Monday

Section 6. Meal Period. The Contractor will schedule a meal period of not more than one-half hour duration at the work location at approximately the mid-point of the scheduled work shift (4 hours in a five-day work week, 5 hours in a four-day work week), consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through his meal period, he shall be compensated for the time worked at the applicable overtime rate and the employee shall, when work permits, eat his lunch "on the fly."

Section 7. No Organized Work Breaks. There will be no organized breaks or other non-working time established during working hours. Individual nonalcoholic beverage containers will be permitted at the employee's work stations.

Section 8. Craft Worker Parking Facilities. Parking facilities or arrangements for employees working on the Project will be established by the Prime Contractors by the time work on the Project commences.

ARTICLE XIV

APPRENTICES AND HELMETS TO HARDHATS

Section 1. Need For. The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry. The Contractor(s) will accordingly employ apprentices in their respective crafts to perform work on the Project within the apprentices' capabilities.

Section 2. Ratios. The Union agrees to cooperate with the Contractor in furnishing qualified apprentices as requested. There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

Section 3. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 4. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XV

DRUG AND ALCOHOL POLICY

Section 1. Policy. All parties understand and agree that a substance abuse program has been established by the Master Builders' Association of Western PA, Inc. (MBA) and/or the **Constructors Association of Western PA (CAWP)**, and will be in force for all work performed under the Agreement. The substance abuse program will prohibit the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the Project's premises and will require testing of employees. The substance abuse program will be incorporated into and made part of the Agreement and implemented for all Contractors and employees working on the Project.

ARTICLE XVI

NON-DISCRIMINATION

Section 1. Policy. It is the continuing policy of the Prime Contractors, the Contractors and the Unions that the provisions of this Agreement shall be applied without discrimination because of age, race, sex, color, religion, creed, national origin or union signatory or membership status. There shall be no discrimination against an employee because of her or his membership in, or activities on behalf of Unions.

ARTICLE XVII

SOLE AND COMPLETE AGREEMENT

Section 1. The parties agree that this Agreement constitutes the sole and complete agreement between them governing the rates of pay and working conditions of the construction employees working on the Project, that it settles all demands and issues on the matters subject to collective bargaining, and that it shall not be modified or supplemented in any way except by written agreement executed by both parties.

ARTICLE XVIII

SEPARABILITY AND SAVINGS CLAUSE

Section 1. Intent of Parties. If any article or section of this Agreement shall be held invalid by law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this Agreement shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid, the parties hereto shall, upon the request of the Unions, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit its demand to formal arbitration.

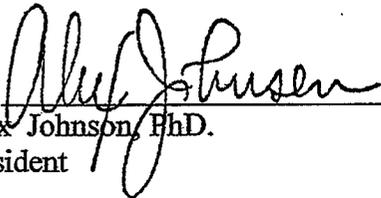
Section 2. Force of Agreement. The parties recognize the right of the CCAC to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the Prime Contractors, or such court order, the parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

This Project Labor Agreement is made as of this 15th day of February, 2011, by and between the Community College of Allegheny County and the Pittsburgh Regional Building and Construction Trades Council, AFL-CIO.

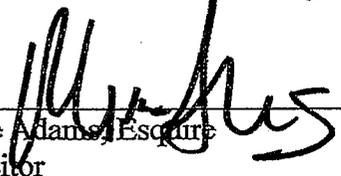
This Agreement replaces, in its entirety, that certain Labor Stabilization Agreement approved by the CCAC and the BCTC dated the 21st day of June, 1993 that covers all construction projects for which the CCAC acts as Owner.

The CCAC and BCTC, intending to be legally bound hereby, and for other good and valuable consideration the receipt and sufficiency of which the parties hereby acknowledged, agree to the above.

**Community College
Of Allegheny County**

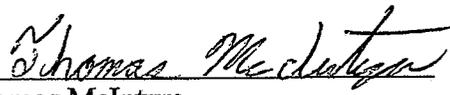
By 
Alex Johnson, PhD.
President

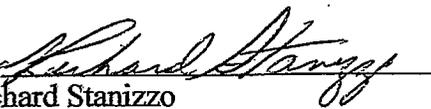
Approved as to Form and Legality:

By 
Mike Adams, Esquire
Solicitor

**Pittsburgh Regional Building
and Construction Trades Council,
AFL-CIO**

By 
William Brooks
President

By 
Thomas McIntyre
Secretary/Treasurer

By 
Richard Stanizzo
Business Manager

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
800 ALLEGHENY AVENUE, PITTSBURGH PA 15233

Bond Number _____

PERFORMANCE BOND

Know all men by these Presents that we “TO BE COMPLETED ONLY BY AWARDEE”
(hereinafter called “Principal”) as Principal, and _____
authorized to do business in the Commonwealth of Pennsylvania (hereinafter called “Surety”) as Surety, are held
and firmly bound unto the Community College of Allegheny County, through its Board of Trustees,
_____ in the sum of _____

to be paid to the said College aforesaid, its certain attorney, or assigns. To which payment will and truly be made,
said principal and said surety to bind themselves their respective successors or assigns jointly and severally, firmly
by these presents.

WITNESS our hands and seals, the _____ day of _____ 20____.

WHEREAS the above bounded _____
_____ has filed with the Community College of Allegheny County,
proposals for the _____

The Condition of the above Obligation is such that if the said _____
shall perform _____

In accordance with the agreement between _____
and the Community College of Allegheny County of even date herewith and the specifications and proposals
attached to and made part of the agreement, and shall indemnify and save harmless the said Community College of
Allegheny County from all liens, charges, demands, loss and damages of every kind and nature, whatsoever. Then
this obligation to be void, otherwise to be and remain in full force and virtue.

Attest: _____ (SEAL)

CONTRACTOR

_____ (SEAL)

SECRETARY

PRESIDENT

Signed, Sealed and delivered in presence of

_____ (SEAL)

SURETY COMPANY

_____ (SEAL)

ADDRESS

_____ (SEAL)

TITLE

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
800 ALLEGHENY AVENUE, PITTSBURGH PA 15233

LABOR AND MATERIAL

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ "TO BE COMPLETED ONLY BY AWARDEE"
_____ as Principal
hereinafter called Principal, and _____
_____ as Surety, hereinafter called Surety, are held and firmly bound unto the
COMMUNITY COLLEGE OF ALLEGHENY COUNTY, through its Board of Trustees as Obligee, hereinafter called Owner, for the use and benefit of claimants
as hereinbelow defined, in the amount of _____
_____ Dollars (\$ _____),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, Principal has by written agreement, dated _____, 20_____, entered into a contract with Owner
for _____
in accordance with drawings and specifications prepared by _____
(Here insert full name, title and address)
_____ which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as
hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it
shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both used or
reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil,
gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in
full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or
materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums
as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant.
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The
Principal, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work or labor, or
furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party
to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same
by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is
regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the
aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if
any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended
so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any
part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not
elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by
Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under
and against this bond.

Signed and sealed this _____ day of _____ 20_____

Witness _____ By _____
(Seal) Principal

Witness _____ By _____
(Seal) Surety

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

MASTER SERVICES AGREEMENT

“Awardee Only”

Bid 1101

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2018, by and between **Community College of Allegheny County**, with a business office located at 800 Allegheny Avenue, Pittsburgh, PA 15233 (hereinafter referred to as the “College”), and _____ (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the College has issued a Request for Quotation, Bid Solicitation, Request for Proposal, and/or a Purchase Order (hereinafter individually and collectively referred to as the “Order”), pursuant to

Bid Proposal No.	Awardee Only
-------------------------	---------------------

which College seeks to procure certain work and services, as more fully described on the Order; and

WHEREAS, Contractor has submitted a proposal to the College to provide the services described in the Order, a copy of which is attached hereto as Exhibit A (hereinafter the “Proposal”) and incorporated by reference;

WHEREAS, the College desires to engage Contractor to provide the services, pursuant to and in accordance with the terms and conditions that this Agreement set forth herein.

NOW, THEREFORE, in consideration of the premises and covenants that this Agreement contains, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall be as specified in the Order unless otherwise stated in the section below. If no date is specified, this Agreement shall begin with the date first stated above and terminate upon satisfactory completion of the services described herein.

AWARDEE ONLY

2. Services. Contractor shall fully and faithfully perform the work and services described in the Order and the Proposal and any specifications, scope of work or other documentation attached thereto. Contractor warrants that all work and services performed by or on behalf of it under this Agreement will conform to all terms and specifications set forth in the Order and in the Proposal.

3. Price/Fees: The College shall pay Contractor for the services and work performed by Contractor in accordance with the fees and/or prices set forth in the Proposal.

4. Terms and Conditions: This Agreement, and the services to be performed by Contractor hereunder, will be subject to and governed by College's Standard Terms and Conditions for the Purchase of Goods and Services ("Master Terms"), which are incorporated herein by reference. The Master Terms can be viewed and downloaded at <https://www.ccac.edu/business/files-business/purchase-terms-and-conditions.pdf>. By signing below, Contractor acknowledges its receipt and acceptance of the Master Terms.

5. Insurance Requirements: In addition to the Master Terms, Contractor shall comply with the insurance and indemnification requirements set forth on Exhibit B, which are incorporated herein by reference. Prior to commencing performance of the Services, Contractor shall furnish to the College a properly executed certificate(s) of insurance which evidence all insurance required by Exhibit B. Said certificate(s) of insurance shall be attached herein as Exhibit C.

6. Assignment. Contractor may not assign or subcontract this Agreement or its performance thereof, in whole or in part, without the College's prior written consent.

7. Entire Agreement; Modification. This Agreement, together with the Exhibits and other documents referenced and incorporated herein, sets forth the entire agreement of the parties on the subject matter hereof and supersedes all previous or concurrent agreements between them, whether oral or written. Any proposal, quotation, acknowledgment, confirmation or other writing submitted by Contractor to the College shall not be deemed to amend or modify this Agreement, and will be of no legal effect except to the extent that it serves to identify the work and services to be performed by the Contractor. This Agreement, and the terms set forth in the Master Terms, will control over any conflicting terms or provisions contained in any proposal, invoice or other documentation submitted by Contractor to College. The terms of this Agreement may not be modified or changed except by a writing that both parties sign. This Agreement shall inure to the benefit of the College and Contractor and the College's successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

AWARDEE ONLY – COMPANY NAME

**COMMUNITY COLLEGE
OF ALLEGHENY COUNTY**

By: _____

By: Brian McCloskey

Signature: _____

Signature: _____

Title: _____

Title: Vice President for Finance

Date: _____

Date: _____

Revised 3/3/15

EXHIBITS - The following Exhibits are attached hereto and made a part of this Agreement for all purposes:

- Exhibit A - Contractor's Proposal Response**
- Exhibit B - Insurance Requirements**
- Exhibit C - Contractor's Certificate(s) of Insurance.**
- Exhibit D – Performance and Payment Bonds**
- Exhibit E – No-Lien Agreement**

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
800 ALLEGHENY AVENUE, PITTSBURGH, PA 15233

NO-LIEN AGREEMENT

“TO BE COMPLETED ONLY BY AWARDEE”

Bid 1101

Made the _____ day of _____, 20____ between _____
_____ Pittsburgh, Pennsylvania Contractor and Community College of Allegheny County,
Pittsburgh, Pennsylvania, Owner.

Whereas, by separate written contract dated and executed the day and year first above written. The Owner and Contractor have entered into a No-Lien Contract (herein described for convenience as the Contract) to furnish all labor, materials, supplies, tools, and equipment necessary to complete the Contract in accordance with the specifications prepared by the Owner, and the provisions on the Contract between the Owner and Contractor, as more particularly recited therein.

NOW, THEREFORE, in consideration of the execution of said Contract for the purchases of and delivery on the premises of the owner and terms and conditions thereof, the Contractor covenants and agrees as follows:

1. The contractor covenants and agrees that no mechanics' claims or liens shall be entered or filed by the Contractor or by any subcontractor or materialsman or by an other person against the building or property of the Owner described more particularly hereinafter, for or on account of any work or labor done, materials, supplies, tools and equipment furnished in, upon, or about the building and property of the Owner described more particularly hereinafter.
2. Any and all right of lien is hereby waived and the Contractor, all subcontractors, all materialsmen, all persons supplying labor, and/or materials and all other persons shall look exclusively to and hold the Contractor and not the property liable for any sums due, however arising.
3. The property as to which this No-Lien Agreement is filed is located at Community College of Allegheny County, _____.

Block/Lot _____

IN WITNESS WHEREOF, the parties hereto, with the intent to be bound legally thereby have duly executed this No-Lien Agreement the day and year first above written.

COMMUNITY COLLEGE OF ALLEGHENY COUNTY (OWNER)

CCAC - VICE PRESIDENT FOR FINANCE (revised 3/16/15)

(CONTRACTOR)

WITNESS

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
800 ALLEGHENY AVENUE PITTSBURGH, PA 15233

INSURANCE REQUIREMENTS

FORM B

Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Community College of Allegheny County (CCAC), its agents, officers, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of Contractor, its agents, employees, or any tier of its subcontractors in the performance of this Contract. The amount and type of insurance coverage requirements of this Contract will in no way be construed as limiting the scope of indemnification in this Paragraph.

Insurance. Contractor shall maintain during the term of this Contract insurance policies described below issued by companies licensed in Pennsylvania with a current A.M. Best rating of A- or better. At the signing of this Contract, and prior to the commencement of any work, Contractor shall furnish the CCAC Purchasing Department with a **Certificate of Insurance** evidencing the required coverages, conditions, and limits required by this Contract at the following address: Community College of Allegheny County, Purchasing Department, 800 Allegheny Avenue, Pittsburgh, PA 15233.

The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name Community College of Allegheny County, its agents, officers, employees, and volunteers as Additional Insureds with the following language or its equivalent:

Community College of Allegheny County, its agents, officers, employees, and volunteers are hereby named as additional insureds as their interest may appear.

All such Certificates shall provide a 30-day notice of cancellation. Renewal Certificates must be provided for any policies that expire during the term of this Contract. Certificate must specify whether coverage is written on an Occurrence or a Claims Made Policy form.

Insurance coverage required under this Contract is:

- 1) **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract.
- 2) **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Contractor's owned, hired, and non-owned vehicles.
- 3) **Workers' Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- 4) **Professional Liability** insurance (where applicable) covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.



**CCAC ALLEGHENY CAMPUS
800 ALLEGHENY AVENUE
PITTSBURGH, PA 15233**

CCAC Allegheny Campus SSC Building Patio Replacement

June 7, 2022

CCAC - Allegheny Campus

SSC Building

821 Ridge Ave, Pittsburgh, PA 15212



Roofing & Building Maintenance

3735 Green Road
Beachwood, OH 44122
www.tremcoroofing.com

Rich Kosuda: 724-612-3011
rkosuda@tremcoinc.com

Justin Fehl: 412-779-5711
jfehl@tremcoinc.com

Index

C-0 Cover Page
R-1 GAR CAD Drawing

CUSTOMER:



PROJECT:

SSC Building

ADDRESS:

821 Ridge Ave,
Pittsburgh, PA 15212

DATE: 3/30/2021

DRAWN BY: GPS

SCALE: N.T.S

REV.:

REV.:

COVER PAGE

C-0



Roofing & Building Maintenance

3735 Green Road
Beachwood, OH 44122
www.tremcoroofing.com

Rich Kosuda: 724-612-3011
rkosuda@tremcoinc.com

Justin Fehl: 412-779-5711
jfehl@tremcoinc.com

Green: 0 SF Maintain	Amber: 4,000 SF Restore	Red: 10,900 SF Replace

Notes

1,500 LF Coping Stone

IR Scan Results

CUSTOMER:



PROJECT:

SSC Building

ADDRESS:

821 Ridge Ave,
Pittsburgh, PA 15212

DATE: 3/23/2022

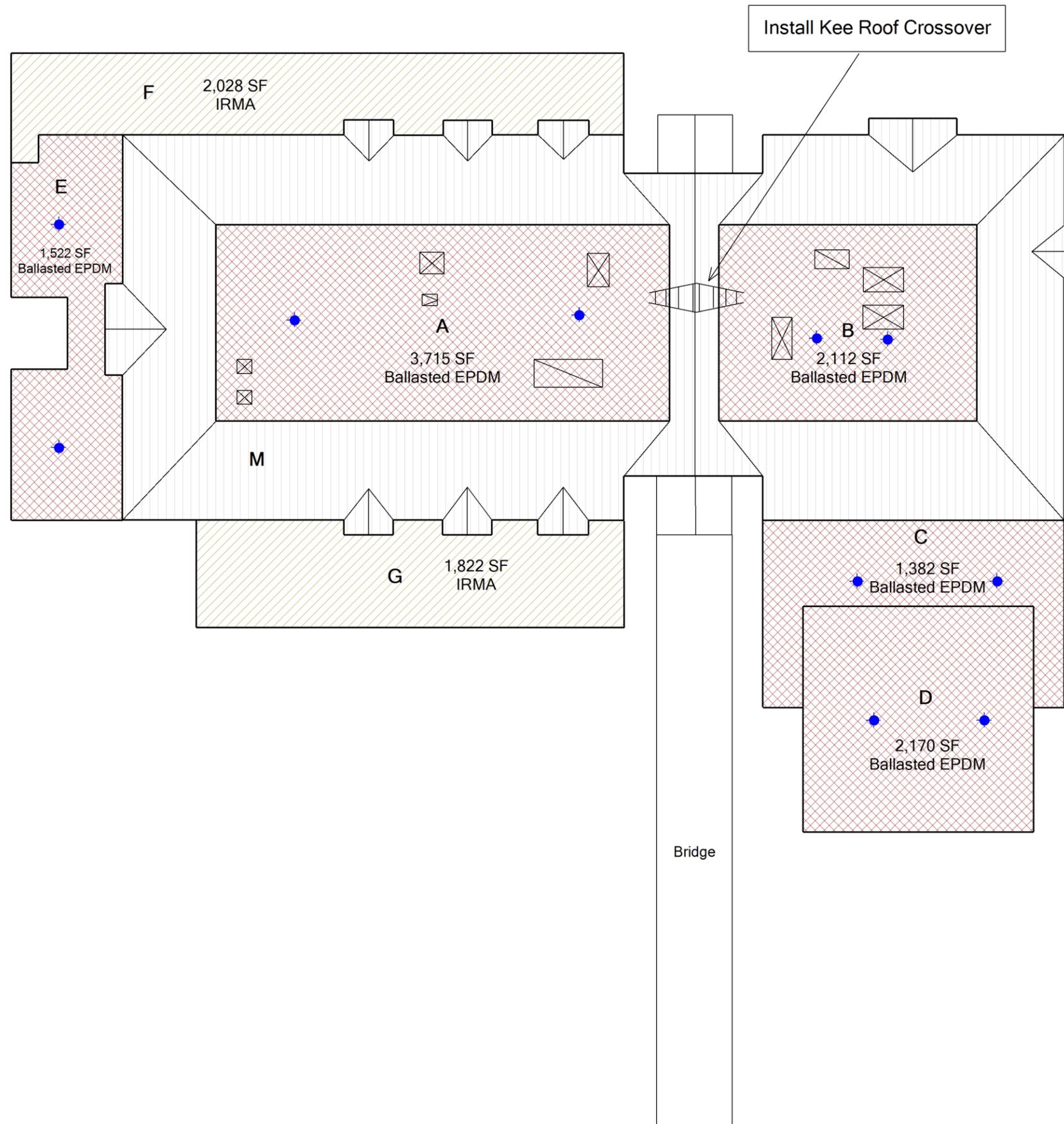
DRAWN BY: GPS SCALE: N.T.S

REV.:

REV.:

GAR CAD DRAWING

R-1





Roofing and Building Maintenance

Rich Kosuda: 724-612-3011 - rkosuda@tremcoinc.com - 3735 Green Rd, Beachwood, OH 44122 - www.tremcoroofing.com - Justin Fehl: 412-779-5711 - jfehl@tremcoinc.com

<p>Owners Information: CCAC Allegheny Campus 800 Allegheny Avenue Pittsburgh, PA 15233</p> <p>Contact: Devin Wilson Phone: 412-389-9079</p>	<p>Roof Name: SSC Patio Roof G & F</p> <p>Approximate Square Footage: 4,000 Roof System: TREMproof PUMA Special Notes:</p>								
<p>Existing Construction: No core was taken.</p>									
<p>Deck</p>	<p>Concrete Deck</p>								
<p>Drains</p>	<p>Replace Drains per unit cost</p>								
<p>Insulation</p> <ol style="list-style-type: none"> 1. Remove IRMA roof system to roof membrane. 2. Perform remedial and preventative roof repairs. 3. Roof Restoration System Application: <ol style="list-style-type: none"> a. Prime membrane and flashings with PUMA Primer at a coverage rate 17 wet mils (90sq.ft./1gal.) b. Apply PUMA BC LM to crack and joint details, apply PUMA BC R to vertical flashings and ramps at a coverage rate 60 wet mils (27sq.ft./gal.) c. Apply PUMA BC to entire roof field, flashings, and details at a coverage rate 60 wet mils (27sq.ft./1gal.) d. Install two layers of PUMA TC: <ul style="list-style-type: none"> Layer 1: Coverage rate 17-20 wet mils (80-90sq.ft./1gal.) Wait 45 minutes between layers. Layer 2: Coverage rate 25-30 wet mils (53-64sq.ft./1gal.) 4. Provide part-time on-site supervision. Enforce a job site safety plan. Supervise and coordinate activities. Implement Quality Assurance Program. Conduct final inspections in conjunction with the manufacturer and owner. 5. Provide a twenty (20) year manufacturer's warranty with inspections in years 2, 5, 10 and 15. 									
<p>Roof Membrane</p> <table style="width: 100%;"> <tr> <td style="width: 30%;">Roof Membrane</td> <td>PUMA - Color TBD</td> </tr> <tr> <td>Primer</td> <td>PUMA Primer - 17 wet mils (90sq.ft./1gal.)</td> </tr> <tr> <td>Base Coat</td> <td>PUMA BC - 60 wet mils (27sq.ft./gal.)</td> </tr> <tr> <td>Top Coat</td> <td>PUMA TC - (17-20 wet mils (80-90sq.ft./1gal.)</td> </tr> </table>		Roof Membrane	PUMA - Color TBD	Primer	PUMA Primer - 17 wet mils (90sq.ft./1gal.)	Base Coat	PUMA BC - 60 wet mils (27sq.ft./gal.)	Top Coat	PUMA TC - (17-20 wet mils (80-90sq.ft./1gal.)
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Base Coat	PUMA BC - 60 wet mils (27sq.ft./gal.)								
Top Coat	PUMA TC - (17-20 wet mils (80-90sq.ft./1gal.)								
<p>Flashings</p> <table style="width: 100%;"> <tr> <td style="width: 30%;">Flashing Membrane</td> <td>PUMA – Color TBD</td> </tr> <tr> <td>Primer</td> <td>PUMA Primer - 17 wet mils (90sq.ft./1gal.)</td> </tr> <tr> <td>Base Coat</td> <td>PUMA BC, BC R, or BC LM - 60 wet mils (27sq.ft./gal.)</td> </tr> <tr> <td>Top Coat</td> <td>PUMA TC - (17-20 wet mils (80-90sq.ft./1gal.)</td> </tr> </table>		Flashing Membrane	PUMA – Color TBD	Primer	PUMA Primer - 17 wet mils (90sq.ft./1gal.)	Base Coat	PUMA BC, BC R, or BC LM - 60 wet mils (27sq.ft./gal.)	Top Coat	PUMA TC - (17-20 wet mils (80-90sq.ft./1gal.)
Flashing Membrane	PUMA – Color TBD								
Primer	PUMA Primer - 17 wet mils (90sq.ft./1gal.)								
Base Coat	PUMA BC, BC R, or BC LM - 60 wet mils (27sq.ft./gal.)								
Top Coat	PUMA TC - (17-20 wet mils (80-90sq.ft./1gal.)								
<p>Tech Service Days</p>	<p>5 Job Site Inspection Days</p>								
<p>Warranty</p>	<p>20 Year QA Warranty</p>								

Tremco, Inc. Commercial Sealants and Waterproofing

Section 07 14 16 COLD FLUID-APPLIED WATERPROOFING GUIDE SPECIFICATION Horizontal Applications

Specifier: This guide specification section specifies **Tremco TREMproof® PUMA**, flexible, polyurethane-methacrylate cold-applied membrane.

- Designed for use on horizontal applications, including asphalt overlay systems.

Tremco PUMA Primer is a methyl methacrylate (MMA) primer that is applied to the shot blast concrete to prepare it for the application of Tremco PUMA BC base coat.

Tremco PUMA BC is a polyurethane methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer. It retains its integrity even if substrate movement causes hair line cracks of up 1/16". Tremco PUMA BC will prevent water migration between it and its substrate.

Tremco PUMA BC LM is a polyurethane methacrylate (PUMA) detail and/or base coat that bonds firmly to Tremco PUMA Primer. It retains its integrity even if substrate movement causes hair line cracks of up 1/16". It has a higher modulus than Tremco PUMA BC and is used for detailing cracks and control joints prior to the Tremco PUMA BC base coat application.

Tremco PUMA BC T is a thixotropic polyurethane methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer. It retains its integrity even if substrate movement causes hair line cracks of up 1/16". Tremco PUMA BC T will prevent water migration between it and its substrate. Tremco PUMA BC T is used on ramps, vertical rises, detailing and field applied cant beads.

Tremco PUMA BC R is a rollable version of Tremco PUMA BC that bonds firmly to Tremco PUMA Primer. It retains its integrity even if substrate movement causes hair line cracks of up 1/16". Tremco PUMA BC R is used for ramps and upturns.

This section is easily edited using several common commercial specification software tools.

We recommend you consult with your Tremco technical representative, who can be contacted through: Tremco, Inc., Commercial Sealants and Waterproofing Division, Beachwood OH; (866) 321-6357; email: techresources@tremcoinc.com; www.tremcosealants.com.

Tremco sealant and waterproofing products appear in the following CSI MasterFormat specifications sections:

- Section 07 01 91 Joint Sealant Rehabilitation and Replacement
- Section 07 14 13.01 Hot Fluid-Applied Waterproofing, Deck (TREMproof 6100)
- Section 07 14 13.02 Hot Fluid-Applied Waterproofing, Vegetated Roof (TREMproof 6100)
- Section 07 14 16.01 Cold Fluid-Applied Waterproofing, Vertical and Deck (TREMproof 250GC)
- Section 07 14 16.02 Cold Fluid-Applied Waterproofing, Vertical (TREMproof 250GC)
- Section 07 14 16.03 Cold Fluid-Applied Waterproofing, Deck (TREMproof 250GC)

- Section 07 14 16.04 Cold Fluid-Applied Waterproofing, Vegetative Roof (TREMproof 250GC)
- Section 07 17 16.01 Dual HDPE/Bentonite Waterproofing System(Paraseal)
- Section 07 17 16.02 Dual HDPE/Bentonite Waterproofing System(Paraseal LG)
- Section 07 17 16.03 Dual HDPE/Bentonite Waterproofing System(Paraseal GM)
- Section 07 17 16.05 Dual HDPE/Bentonite Waterproofing System(Paraseal GM/LG 60 mil)
- Section 07 18 00.01 Traffic Coatings, Vehicular
- Section 07 18 00.02 Traffic Coatings, Pedestrian
- Section 07 18 00.03 Traffic Coatings, Mechanical Rooms
- Section 07 27 13 Modified Bituminous Sheet Air Barriers, Vapor-Retarding (ExoAir 110)
- Section 07 27 23 Board Product Air Barriers, Vapor Permeable (SECUROCK ExoAir 430)
- Section 07 27 26.01 Fluid-Applied Membrane Air Barriers, Vapor-Retarding (ExoAir 120)
- Section 07 27 26.02 Fluid-Applied Membrane Air Barriers, Vapor Permeable (ExoAir 220)
- Section 07 27 26.03 Fluid-Applied Membrane Air Barriers, Vapor Permeable (ExoAir 230)
- Section 07 92 00 Joint Sealants
- Section 08 85 00 Glazing Sealants
- Section 32 13 73 Concrete Paving Joint Sealants

TREMproof®, ExoAir®, Spectrem®, Tremflex®, Dymeric®, and Proglaze® are registered trademarks of Tremco, Inc.

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SECTION 07 14 16 – COLD FLUID-APPLIED WATERPROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Cold fluid-applied waterproofing for horizontal applications, including Asphalt Overlay.
 2. [Protection course] [Drainage panels] [Insulation].

1.2 RELATED REQUIREMENTS

1. Section 03 31 00 "Cast-in-Place Concrete" for moisture curing of concrete waterproofing substrate.
2. Section 04 20 00 "Unit Masonry" for compatibility with flashing components.
3. Division 07 "Air Barrier" section for wall waterproofing and interface coordination.
4. Section 07 72 73 "Membrane Leak Detection System" for requirements for EFVM leak detection system installation and membrane leak testing.
5. Section 07 76 13 "Roof Pavers" for requirements for roof ballast and roof decking pavers and support pedestal systems.
6. Section 07 92 00 "Joint Sealants" for joint sealants and accessories and joint preparation.
7. Section 07 90 00/07 95 00 "Expansion Control/Protection" for expansion joint systems.
8. Section 32 97 00 "Vegetated Roof Assemblies" for growing media, plantings, filter fabrics, root barriers, and related components.
9. Section 33 46 00 "Subdrainage" for drainage pipe and conduits, drainage panels, and filter fabrics.

1.3 REFERENCES

- A. References, General: Versions of the following standards current as of the date of issue of the project apply to the Work of this Section.
- B. ASTM International (ASTM): www.astm.org:
1. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants
 2. ASTM C 1193 - Standard Guide for Use of Joint Sealants
 3. ASTM C 1127 - Standard Guide for Use of High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane with an Integral Wearing Surface
 4. ASTM C1305 Standard Test Method for Crack Bridging Ability of Liquid-Applied Waterproofing Membrane
 5. ASTM D638 Standard Test Method for Tensile Properties of Plastics
 6. ASTM D1353 Standard Test Method for Nonvolatile Matter in Volatile Solvents for Use in Paint, Varnish, Lacquer, and Related Products
 7. ASTM D1640 Standard Test Methods for Drying, Curing, or Film Formation of Organic Coatings
 8. ASTM D2240 Standard Test Method for Rubber Property—Durometer Hardness
 9. CSA S413 for Parking Structures
 10. ASTM C 957 - Standard Specification for High-Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane With Integral Wearing Surface
- C. U. S. Environmental Protection Agency (EPA): www.epa.gov:

1. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Conference: Conduct conference at Project Site.
 1. Review requirements for waterproofing products and installation, including surface preparation, substrate conditions, expansion joints as required, project and manufacturer's details, installation procedures, checklist of required tools and sundries, mockups, testing and inspection requirements, protection and repairs, and coordination and sequencing of waterproofing work with work of other Sections.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of waterproofing product (and expansion joint accessory if applicable) specified, including:
 1. Technical data indicating compliance with requirements.
 2. Substrate preparation instructions and recommendations.
- B. Shop Drawings: Show locations for waterproofing system components. Show details for each type of substrate, joints, corners, and edge conditions, including flashings, counterflashings, penetrations, transitions, and terminations.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, manufacturer, (and waterproofing Inspector).
 1. Certification of manufacturer's approval of Installer.
- B. Low-Emitting Product Certificate: For waterproofing products specified to meet volatile organic emissions standards.
- C. Product Test Reports: Test data for waterproofing products and waterproofing system, by qualified testing agency, indicating proposed waterproofing meets performance requirements, when requested by Architect.
- D. Warranty: Sample of unexecuted manufacturer and installer special warranties. E. Field quality control reports.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A manufacturer-approved firm with minimum [three] years experience in installation of specified or similar products in successful use on similar projects, employing workers trained by manufacturer, including a full-time on-site supervisor with a minimum of [three] years experience installing similar work, and able to communicate verbally with Contractor[, Architect,] and employees.
- B. Manufacturer Qualifications: A qualified manufacturer [listed in this Section] with minimum three years experience in manufacture of waterproofing as one of its principal products.
 1. Manufacturer's product submitted has been in satisfactory operation on three similar installations for at least three years.

2. Approval of Manufacturers and Comparable Products: [Submit] [Prime bidder must submit] the following in accordance with project substitution requirements, within time allowed for substitution review:
 - a. Completed and signed Substitution Request form.
 - b. Product data, including certified independent test data indicating compliance with requirements.
 - c. Sample shop drawings from similar project.
 - d. Project references: Minimum of five installations of similar system not less than five years old, with Owner and Architect contact information.
 - e. Name and resume of proposed qualified Inspector.
 - f. Sample warranty.

- C. Waterproofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified waterproofing system, qualified to perform observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Inspector shall be one of the following:
 1. An authorized full-time technical employee of the manufacturer.
 2. An independent party certified as a waterproofing inspector acceptable to Architect, retained by the Contractor.

- D. Testing Agency Qualifications: Qualified independent agency experienced in the installation of the specified waterproofing system, and qualified to perform observation and inspection specified in Field Quality Control Article to determine Installer's compliance with the requirements of this Project, acceptable to Architect, retained by the Contractor.

- E. Mockups: Provide waterproofing mockup application within mockups required in other sections, or if not specified, in an area of not less than 90 sq. ft. of surface where directed by Architect for each type of substrate condition. Include examples of surface preparation, crack and joint treatment, waterproofing application, and flashing, transition, and termination conditions, to set quality standards for execution.
 1. Include intersection of deck waterproofing with adjacent vertical waterproofing and moisture control system.
 2. If applicable, include no less than 13 ft (3.96m) including a minimum of one splice joint of Willseal® Expansion Joint System.

- 1.8 DELIVERY, STORAGE AND HANDLING
 - A. Accept materials on site in manufacturer's unopened original packaging.
 - B. Store products in weather protected environment, clear of ground and moisture, within temperature ranges recommended by waterproofing manufacturer.
 - C. Construction Waste: Store and dispose of packaging materials and construction waste in accordance with requirements of Division 01 Section ["Construction Waste Management"] ["Temporary Facilities and Controls."]

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended by manufacturer.
 - 1. Protect substrates from environmental conditions that affect membrane performance.
 - 2. Do not apply waterproofing to a damp or wet substrate or during snow, rain, fog, or mist.

1.10 SCHEDULING

- A. Coordinate installation of waterproofing with completion and coordination of interfacing trades with waterproofing.
- B. Schedule work so waterproofing applications may be inspected prior to concealment.
- C. Ensure waterproofing materials are cured before covering with other materials.

1.11 WARRANTY

- A. Applicator: Company specializing in performing the work of this section qualified by system manufacturer for warranted membrane installation. Applicator shall submit the following certification for review:
 - Applicator shall submit documentation from the membrane manufacturer to verify contractor's status as a qualified approved applicator for warranted installations
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which waterproofing manufacturer agrees to furnish and install waterproofing material to repair or replace those materials installed according to manufacturer's written instructions that exhibit material defects or otherwise fail to remain watertight as specified under normal use within warranty period specified.
 - 1. Access for Repair: Owner shall provide unimpeded access to the Project and the waterproofing system for purposes of testing, leak investigation, and repair, and shall reinstall removed cladding and overburden materials upon completion of repair.
 - 2. Cost Limitation: Manufacturer's obligation for repair or replacement shall be limited to the original installed cost of the work.
 - 3. Warranty Period: **[Twenty]** years date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Products: Provide waterproofing products manufactured by **Tremco, Inc., Commercial Sealants and Waterproofing Division, An RPM Company**, Beachwood OH; (866)321-6357; email: techresources@tremcoinc.com; www.tremcosealants.com, [or comparable products of other manufacturer approved by Architect in accordance with Instructions to Bidders and Division 01 General Requirements]. If applicable, provide expansion joint products manufactured by Willseal, Hudson, NH; www.willseal.com .
- B.
- C. Source Limitations: Provide waterproofing system materials and accessory products from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. General: Waterproofing system shall be capable of performing as a continuous watertight installation and as a moisture drainage plane transitioned to adjacent flashings and discharging water to the building exterior. Waterproofing shall accommodate normal substrate movement and seal expansion and control joints, construction material transitions, opening transitions, penetrations, and perimeter conditions without resultant moisture deterioration.
- B. VOC Content: Zero VOC's and compliant with authorities having jurisdiction.
- C. Compatibility: Provide waterproofing system materials that are compatible with one another and with adjacent materials under conditions of service and application required, as demonstrated by waterproofing manufacturer based on testing and field experience.

2.3 WATERPROOFING MEMBRANE

- A. Cold Fluid-Applied Waterproofing: Polyurethane-methacrylate (PUMA)-based membrane. A two-component methacrylate-based (PUMA) liquid membrane. Tremco TREMproof PUMA (horizontal waterproofing system).
 1. Basis of Design Product: **Tremco, Inc., Tremco PUMA BC or BC LM.**
 2. VOC Content: 0 g/L, all grades.
 3. Elongation ASTM D-638 407%
 4. Low Temperature ability and Crack Bridging, ASTM C 1305: Pass.
 5. Tensile Strength D-638 at 75 degrees F 1680 PSI

2.4 ACCESSORY MATERIALS

- A. General: Accessory materials as described in manufacturer's written installation instructions, recommended to produce complete waterproofing system meeting performance requirements, and compatible with waterproofing material and adjacent materials.
- B. Substrate Patching Material: Waterproofing manufacturer's standard trowel-grade filler material.
- C. Primer: Tremco PUMA Primer.
- D. Detailing Membrane: Tremco PUMA BC T thixotropic polyurethane methacrylate based membrane for use in detailing and field applied cant beads.
- E. Flashing Membrane for Vertical and penetration applications: Tremco PUMA BC R
- F. Crack filler and Patching material; Tremco PUMA WC and silica sand
- G. Wear Coat: Tremco PUMA WC and silica sand; to be installed in areas that will be exposed to vehicular traffic or receive asphalt overlay.
- H. Tack Coat: TREMprime HR Primer; to be applied in areas where the waterproofing will be in contact with an asphalt overlay.
- I. Top Coat: Tremco PUMA TC to be utilized in areas exposed to pedestrian traffic and long-term UV exposure greater than 3 weeks

- J. Initiator: Tremco PUMA Initiator/Initiator+, used to catalyze all PUMA/MMA resins
- K. Cleaner: Tremco PUMA Cleaner
- L. Joint Sealant: ASTM C920, approved by waterproofing manufacturer for adhesion and compatibility with waterproofing and accessories.
 - 1. Basis of Design Product: **Tremco, Dymonic 100.**
- M. Expansion Joint Pre-compressed or Closed Cell, Monolithic Foam System. Foam Structure Must not Contain Unbonded Foam Laminations;
 - 1. **Willseal® Coreseal** for use in both vertical and horizontal below grade system applications requiring +/-25% movement capability, closed cell, and a lightweight seal.
 - 2. **Willseal® Color Coreseal** for use in both vertical and horizontal below grade system applications requiring +/-25% movement capability, closed cell, and a lightweight seal.
 - 3. **Willseal® Color Coreseal – CM** for use in both vertical and horizontal below grade Tremco system applications requiring +/-25% movement capability, closed cell, and a lightweight seal with an integrated waterproofing membrane.
 - 4. **Willseal® 250 BG** for use in below grade applications, requiring +/- 50% movement capability

2.5 PROTECTION COURSE

- A. Protection Course: recommended for planter and vegetated roof applications
 - 1. Basis of Design Product: **Tremco, HDPE Protection/Barrier Courses-[20 Mil] [40 Mil]**
 - 2. Basis of Design Product: **Tremco, VR RootBloc [10] [20] [40]**

2.6 DRAINAGE PANELS

- A. Drainage Mat: Composite mat with drainage core, filter fabric, and protective polymeric film [, recommended by waterproofing manufacturer for application.] [. Provide the following:]
 - 1. Horizontal Surfaces Polystyrene core with woven polypropylene fabric face and polymeric film backing; flow rate 18 gpm per foot (224 lpm per m) per ASTM D4716.
- B. **Nonwoven-Geotextile-Faced, Molded-Sheet Drainage Panel:** Manufactured composite subsurface drainage panels consisting of a nonwoven, spun-bonded polypropylene facing laminated to one side of a studded, non-biodegradable, polystyrene drainage core[, with polymeric film attached to back of drainage core].
 - 1. Basis of Design: **Tremco, TREMDrain [1000] [1000 PF].**
 - 2. Flow Capacity, per unit width, ASTM D4716: **18 gpm/ft. (224 lpm/m).**
 - 3. Flow Rate, ASTM D4491: **165 gpm/ft2 (6,724 lpm/m2).**
 - 4. Apparent Opening Size: **No. 70 sieve (210 micron).**
 - 5. Puncture Strength, ASTM D4833: **65 lb (289 N).**
 - 6. Core Compressive Strength, ASTM D1621: **15,000 lb/ft2 (732 kN/m2).**
 - 7. Thickness: **0.437 inch (11 mm).**
- C. **Woven-Geotextile-Faced, Molded-Sheet Drainage Panel:** Manufactured composite subsurface drainage panels consisting of a woven polypropylene facing laminated to one side of a studded, non-biodegradable, polystyrene drainage core, with polymeric film attached to back of drainage core.

1. Basis of Design: **Tremco, TREMDrain 2000.**
 2. Flow Capacity, per unit width, ASTM D4716: 18 gpm/ft. (224 lpm/m) .
 3. Flow Rate, ASTM D4491: **100 gpm/ft² (4,074 lpm/m²).**
 4. Apparent Opening Size: **No. 40 sieve (380 micron).**
 5. Puncture Strength, ASTM D4833: **105 lb (470 N).**
 6. Core Compressive Strength, ASTM D1621: **21,000 lb/ft² (1025 kN/m²).**
 7. Thickness: **0.437 inch (11 mm).**
- D. **Nonwoven-Geotextile-Faced, Molded-Sheet Drainage Panel:** Manufactured composite subsurface drainage panels consisting of a nonwoven, spun-bonded polypropylene facing laminated to one side of a studded, non-biodegradable, polystyrene drainage core, with polymeric film attached to back of drainage core.
1. Basis of Design: **Tremco, TREMDrain S.**
 2. Flow Capacity, per unit width, ASTM D4716: **9 gpm/ft. (112 lpm/m).**
 3. Flow Rate, ASTM D4491: **80 gpm/ft² (3260 lpm/m²).**
 4. Apparent Opening Size: **No. 80 sieve (180 micron).**
 5. Puncture Strength, ASTM D4833: **50 lb (222 N).**
 6. Core Compressive Strength, ASTM D1621: **30,000 lb/ft² (1440 kN/m²).**
 7. Thickness: **0.25 inch (6.35 mm).**
- E. **Nonwoven-Geotextile-Faced, Molded-Sheet Drainage Panel:** Manufactured composite subsurface drainage panels consisting of a nonwoven, needle-punched polypropylene facing laminated to one side of a studded, non-biodegradable, polystyrene drainage core.
1. Basis of Design: **Tremco, TREMDrain TotalDrain.**
 2. Flow Capacity, per unit width, ASTM D4716: **18 gpm/ft. (224 lpm/m).**
 3. Flow Rate, ASTM D4491: **150 gpm/ft² (6,113 lpm/m²).**
 4. Apparent Opening Size: **No. 70 sieve (210 micron).**
 5. Puncture Strength, ASTM D4833: **70 lb (310 N).**
 6. Core Compressive Strength, ASTM D1621: **9,000 lb/ft² (431 kN/m²).**
 7. Thickness: **0.437 inch (11 mm).**

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Surface Condition: Before applying waterproofing materials and accessories, examine substrate and conditions to ensure substrates are fully cured, smooth, clean, dry, and free from high spots, depressions, loose and foreign particles and other deterrents to adhesion, and conditions comply with manufacturer's written recommendations.
1. Verify concrete and masonry surfaces are visibly dry, have cured for time period recommended by waterproofing manufacturer, and are free from release agents, curing agents, laitance, and other contaminates. Test for capillary moisture by plastic sheet method according to ASTM D4263 moisture level must be less than 6%. Test for waterproofing adhesion per manufacturer's recommended method. Notify Architect of unsatisfactory conditions.
 2. Verify the concrete has a #3-4 ICRI CSP and a minimum compressive strength of 3000 psi
 3. Verify masonry joints are filled with mortar and struck flush.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INTERFACE WITH OTHER WORK

- A. Sequencing of Work: Coordinate sequencing of waterproofing work with work of other sections that form portions of building envelope moisture control to ensure that expansion joints, flashings and transition materials can be properly installed and inspected.
- B. Subsequent Work: Coordinate waterproofing work with work of other sections installed subsequent to waterproofing to ensure complete inspection of installed waterproofing and sealing of waterproofing penetrations necessitated by subsequent work.

3.3 PREPARATION

- A. Clean, prepare, and treat substrates in accordance with waterproofing manufacturer's written instructions.
 - 1. Mask adjacent finished surfaces.
 - 2. Remove contaminants and film-forming coatings from substrates.
 - 3. Remove projections and excess materials and fill voids with substrate patching material.
 - 4. Prepare and treat joints and cracks in substrate per ASTM D4258 and waterproofing manufacturer's written instructions.
 - 5. For accessory materials, follow manufacturers application instructions.
- B. Detail Preparation: Prepare non-moving shrinkage cracks, large cracks, construction joints, expansion joints, projections and protrusions, penetrations, drains, and changes in plane in accordance with waterproofing manufacturer's written instructions and details, using accessory materials specified.

3.4 WATERPROOFING INSTALLATION

- A. Apply waterproofing material within manufacturer's recommended application temperature ranges.
- B. Primer: Apply primer to substrates at required rate, using a roller or brush. Allow to dry.
- C. Start application with manufacturer's authorized representative present.
- D. Cold Fluid-Applied Waterproofing: Apply waterproofing in total wet film thickness and with methods recommended in writing by waterproofing manufacturer's application instructions.
- E. Correct deficiencies in or remove waterproofing that does not comply with requirements; repair substrates and reapply waterproofing components.

3.5 PROTECTION INSTALLATION

- A. Protection Course:
 - 1. Apply Tremco PUMA TC to areas exposed to pedestrian traffic and long term UV exposure greater than 3 weeks. Planter applications require Tremco 20-mil or 40-mil polyethylene sheet root barrier or VR RootBloc 10, 20 or 40.
- B. Drainage Panel: Place and secure drainage panels using methods that do not penetrate waterproofing. Face geotextile away from deck substrate. Lap edges and ends of geotextile.

- C. Insulation: Install one or more layers of board insulation as required, staggering joints. Fit within 1/2 inch (12 mm) of projections and penetrations.

3.6 FIELD QUALITY CONTROL

- A. Contractor's Inspector: Contractor shall engage manufacturer's qualified representative during the work to perform tests, including documenting of waterproofing prior to concealment.
 - 1. Contractor's Inspector shall measure membrane thickness with mil gauge at least once for every 100 sq. ft. (10 sq. m).
 - 2. Provide written report of tests and inspections.
 - 3. Where applicable, inspect transitional material such as expansion joints, flashings, insulation are installed per manufacturers recommendations.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- C. Testing Agency: **[Owner will engage] [Engage]** a qualified testing agency to inspect substrate conditions, surface preparation, waterproofing application, protection, and drainage components, and to furnish reports to Architect.
 - 1. Testing includes EFVM inspection prior to concealing deck waterproof membrane as specified in Section 07 72 73 "Membrane Leak Detection System."
- D. Coordination of Inspection: Cooperate with testing agency. Allow access to work areas and staging. Notify testing agency in writing of schedule for Work of this Section to allow sufficient time for testing and inspection.
 - 1. Do not cover Work until testing and inspection is completed and accepted.
- E. Reporting: Forward written inspection reports to the Architect within 10 working days of the inspection and test being performed.
- F. Correction of Work: Correct deficient applications not passing tests and inspections, make necessary repairs, and retest as required to demonstrate compliance with requirements.

3.7 CLEANING AND PROTECTING

- A. Clean spills, stains, and overspray resulting application utilizing cleaning agents recommended by manufacturers of affected construction. Remove masking materials.
- B. Protect waterproofing from damage from subsequent work. Protect waterproofing materials from exposure to UV light for period in excess of that acceptable to waterproofing manufacturer; replace overexposed materials and retest.

END OF SECTION

PRODUCT DESCRIPTION

TREMproof® PUMA is a cold-applied, waterproofing system that utilizes polyurethane-methacrylate (PUMA) technology. PUMA waterproofing systems offer superior elongation over traditional MMA/PMMA technology systems. TREMproof PUMA horizontal System is composed of a primer (Tremco PUMA Primer or TREMprime VB) and a base coat (Tremco PUMA BC or BC LM). All system components, except TREMprime VB, are cured using Tremco PUMA Initiator or Initiator+.

Tremco PUMA Primer is a polymethyl-methacrylate (PMMA), two-component primer for porous and non-porous substrates.

TREMprime VB Primer is a two-component, epoxy-based, solvent-free vapor barrier primer for concrete and plywood surfaces.

Tremco PUMA BC is a polyurethane-methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer. It retains its integrity even if substrate movement causes hair-line cracks of up to 1/16" (1.5 mm). If cut or damaged, Tremco PUMA BC will prevent water migration between itself and the substrate.

Tremco PUMA BC LM is a low-modulus version of Tremco PUMA BC waterproofing membrane that is used when dynamic movement and extreme service temperature ranges are anticipated.

Tremco PUMA Initiator/Initiator+ is a reactive catalyst in the form of a white powder used to cure all PUMA/PMMA resins.

BASIC USES

TREMproof PUMA Horizontal System is a cold-applied system designed for waterproofing concrete slabs and protecting occupied areas underneath from water damage. This waterproofing system is ideal for split-slab, paver systems, planters and vegetated roofs.

FEATURES & BENEFITS

- PUMA technology delivers extreme durability while maintaining its crack-bridging characteristics, eliminating the need for reinforcing fabric.
- 30 to 45-minute cure time between coats; ability to proceed to overburden 1 hour after application.
- Can be applied at temperatures as low as 14 °F (-10 °C), which allows for continuation of projects in the colder months.
- Zero Volatile Organic Compounds (VOCs).
- Compatible with Tremco sealants, coatings and expansion joints, which is essential for tie-ins, detailing and penetrations.

AVAILABILITY

Immediately available from your local Tremco Sales Representative.

PACKAGING

Tremco PUMA Primer: 2-gal and 6-gal pails

TREMprime VB Primer: Part A: 2.4-gal pails Part B: 1.2-gal pails

Tremco PUMA BC (all grades): 6-gal pails

Tremco PUMA Initiator: 22-lb in 2-gal pails & 55-lb in 6-gal pails

Tremco PUMA Initiator+: 10-lb in 3-gal pails, 25-lb in 6-gal pails, 25 75-g pouches in a box

Tremco PUMA Cleaner: 6-gal pails

INSTALLATION

Tremco PUMA components are designed for use with the Vulkem EWS and TREMproof PUMA systems. Please refer to the TREMproof PUMA Application Instructions for complete application details. The techniques involved may require modification to adjust to job-site specific conditions. Consult your Tremco Sales Representative or Tremco Technical Services for site conditions and requirements.

LIMITATIONS

- Use with adequate ventilation.
- Not for use over expanded polystyrene, extruded polystyrene, poured in place gypsum, lightweight insulating concrete, cementitious wood fiber decks and coal tar pitch.
- Do not apply in falling precipitation or when precipitation is imminent.
- All surfaces must be sound, clean, free of standing water and free from contamination.
- Any questions regarding drying times, coverage rates and unique application techniques should be directed to Tremco Technical Services or your local Tremco Sales Representative.
- Do not apply over contaminated surfaces.
- Do not thin.
- Substrate must be at least 5 °F (3 °C) above the measured dew point temperatures to avoid dew point conditions.
- Do not store in direct sunlight for prolonged periods.
- Unvented metal pan decks, slab-on-grade and hollow core plank decks require additional qualification prior to application. Please contact Tremco technical services for more information.

WARRANTY

Tremco warrants its Products to be free of defects in materials but makes no warranty as to appearance or color. Since methods of application and on-site conditions are beyond our control and can affect performance, Tremco makes no other warranty, expressed or implied including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE with respect to Tremco Products.

Tremco's sole obligation shall be, at its option, to replace or refund the purchase price of the quantity of Tremco Products proven to be defective, and Tremco shall not be liable for any loss or damage.

TYPICAL PHYSICAL PROPERTIES

PROPERTY	TEST METHOD	TREMCO PUMA BC
VOC Content	Method 310	0 g/L
% Solids (by weight)	ASTM D1353	100%
Drying Time @ 75 °F, 50% RH	ASTM D1640	80 mil film, 1 hr
Weathering	ASTM D822 Weatherometer 350 hr	N/A
Elongation	ASTM D638	407-420%
Elongation	ASTM D5147	Min 30%
Tensile Strength	ASTM D638 @ 75 °F	991 - 1680 psi
Tearing Resistance	ASTM D4073	91 lbf
Hardness (Shore D)	ASTM D2240	18 - 35
Hardness (Shore A)	ASTM D2240	65-87
Abrasion Resistance (1000 cycles)	ATSM D4060	N/A
Low-Temperature Crack Bridging	ASTM C1305	Passes
Taber Abrasion	ASTM C501	Passes
Peak Load @ 73 °F, avg.	ASTM D5147	>70 lbf/in
Puncture Resistance	ASTM D5602	> 56 lbs
Water Absorption	ASTM D570	< 0.1%
Water Vapor Transmission	ASTM E96	0.03 perms
Adhesion-in-Peel	ASTM C794	Concrete failure with primer
Self-Ignition Temperature	ASTM D1929	800 °F 427 °C
Smoke Density	ASTM D2843	4.1%
Rate of Burn	ASTM D635	1.2 in/min

1. PURPOSE

- 1.1 The purpose of this document is to establish uniform procedures for applying TREMproof® PUMA in horizontal applications. The techniques involved may require modifications to adjust to job-site conditions. If you have any questions regarding your application, contact your local Tremco Field Sales Representative for specific design requirements. This document will provide instructions and troubleshooting for the application of TREMproof PUMA to qualify for the manufacturer's warranty.

2. SUBSTRATE PREPARATION

- 2.1 Investigation of the substrate should be performed to determine the type of surface preparation that will need to take place to achieve the appropriate surface profile required for the coating application. Depending on the condition of the concrete, one or more types of surface preparations may be required. Refer to ICRI's Technical Guideline No. 310.2R-2013 - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays and Concrete Repairs for best practices on selecting the appropriate method of concrete preparation. TREMproof PUMA applications require a CSP 3-4.
- 2.2 For preparation of metal substrates, please follow The Society for Protective Coatings recommendations that followed in section 3.12.

3. CONDITIONS FOR SUBSTRATES

Concrete Surfaces:

- 3.1 Concrete shall be water cured and attain a 3000 PSI minimum compressive strength. Moisture content in the concrete must be lower than 6% as measured using a Tramex CME 4 Moisture Meter. Excess moisture in the concrete can prevent the coating materials from performing as intended. Depending on the concrete construction and job site location, additional concrete testing may be required. Please contact your local Tremco Sales or Technical Representative.
- 3.2 Excess moisture in the concrete can prevent the coating materials from performing as intended. To detect the presence of excess moisture, several tests may be employed:
- ASTM D4263 – Plastic Sheet
 - ASTM F1869 – Calcium Chloride
 - ASTM F2659 – Tramex CME 4
 - ASTM F2170 – Insitu
- 3.3 All concrete surfaces must be shotblast prior to any coating application. For proper methods, refer to ICRI's Technical Guideline No. 310.2R-2013. For supplier information contact Tremco's Technical Service.
- 3.4 Concrete surface shall be properly cleaned so that the surface to receive the coating, sealant or liquid applied flashing is free of all laitance, mold, paint, sealers, coatings, curing agents, loose particles and other contamination or foreign matter which may interfere with the adhesion. Consult a Tremco Technical Service Representative for recommendations prior to installing materials.
- 3.5 Shrinkage cracks in the concrete surface which are 1/16" (1.5 mm) wide or greater shall be treated according to the instructions in Sections 5 and 7.
- 3.6 Structural cracks, regardless of width, shall be treated according to the instructions in Sections 5 and 7.
- 3.7 Spalled areas shall be cleaned and free of loose contaminants prior to repair. Due to the fact that jobsite conditions vary, it is recommended that you contact Tremco's Technical Service or your local Tremco Sales Representative for the best method of repair.
- 3.8 In the event of exposed reinforcing steel, it is recommended that the structural engineer of record be contacted for investigation of the condition and for the best method of repair.
- 3.9 Surfaces shall be made free of defects that may telegraph and show through the finished coating. Surfaces which are rough (fins, ridges, exposed aggregate, honeycombs, deep broom finish, etc.) shall be leveled and made smooth by applying a coat of sand-filled Tremco PUMA WC according to the instructions in Section 7.
- 3.10 All drains shall be cleaned and operative. Drains shall be recessed lower than the deck surface. Surface shall be sloped to drain and provide positive drainage. Drains should be detailed as instructed below:

•Cut a 1/4" wide x 1/4" deep (6 mm x 12 mm) keyway into the concrete surface at any point where the coating will have an exposed terminating edge- that is, any point where the coating will end in an open area subject to traffic, for example, at the end of a ramp, around drains and alongside expansion joints.

3.11 If the project is a restoration deck, old sealant and backing material shall be removed. The joint interface will require a thorough wire brushing, grinding, sandblasting and primer.

Metal Surfaces:

3.12 Follow standard SSPC-SP 10/NACE No. 2 Near White Blast Cleaning. A near-white metal blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products, and foreign matter.

Wood Surfaces:

3.13 Wood must be 5/8", exterior-grade plywood, "A"-side up and well fastened with ring shank nails or screws, with proper consideration given to joints and movement.

3.14 All drains shall be cleaned and operative. Drains shall be recessed lower than the deck surface. Surface shall be sloped to drain and provide positive drainage.

4. JOBSITE MATERIALS

4.1 Recommended materials and their use are as follows:

Dymonic 100: A one-part, moisture curing, gun grade polyurethane sealant for use in precast, masonry, expansion joints, control joints and for use in forming cants.

Tremco PUMA Primer: A two-part, chemical-curing PMMA primer for porous and non-porous surfaces.

TREMprime VB: A two-component, epoxy-based, solvent-free vapor barrier primer for concrete and plywood surfaces.

Tremco PUMA BC: A two-part, chemical-curing PUMA coating used as an elastomeric, waterproofing membrane for TREMproof PUMA.

Tremco PUMA BC LM: A lower modulus version of Tremco PUMA BC used as the waterproofing membrane for TREMproof PUMA for service temperatures below 32° F (0° C).

Tremco PUMA BC T: A thixotropic version of Tremco PUMA BC used for detailing and field applied cant beads.

Tremco PUMA BC R: A rollable version of Tremco PUMA BC used for ramps and upturns.

Tremco PUMA WC: A two-part, chemical curing PUMA wearing course that can also be used with sand to level out uneven areas in the concrete.

Tremco PUMA Cleaner: A one-part MMA cleaner for all tools such as mixing paddles, squeegees, spiked rollers and spatulas. Always use this cleaner for TREMproof PUMA materials. Never use any kind of solvent to clean any of your tools as this will cause contamination and inhibit cure.

Tremco PUMA Initiator: A reactive catalyst in the form of a white powder used to cure all resins of TREMproof PUMA.

Tremco PUMA Initiator+: An enhanced version of Tremco PUMA Initiator.

Tremco PUMA Filler Powder: A non-reactive, white, filler powder used to thicken Tremco PUMA WC.

Aggregate: 0.3 to 0.6 mm (30-50 mesh)-sized silica sand for the primer application. For supplier information, contact Tremco Technical Service.

5. DETAIL WORK – DYMONIC 100

The preferred method of crack detailing is Tremco PUMA BC or BC LM. Tremco PUMA BC or BC LM will fill cracks and non-moving joints when applied at the recommended thickness, noted in section 8. Tremco PUMA BC and BC LM are not for use inside expansion joints. If using the preferred crack detailing method, please proceed to section 6, Priming Concrete Surface.

Note: Do not apply sealant to a frosty, damp or wet surface or when substrate temperature is below 40 °F (4 °C) or the surface temperature is above 110 °F (43 °C). Cure times as stated below are based upon standard ambient conditions of 75 °F (25 °C), 50% RH. A decrease in ambient temperature and humidity will significantly lengthen the cure time.

Dymonic 100 must be fully cured before application of Tremco PUMA Primer.

5.1 Lay a 1/4" (6 mm) diameter backer rod into the corner at the juncture of all horizontal and vertical surfaces such as curbs, wall sections, columns or penetrations through the deck. Apply a bead of Dymonic 100 1" (2.5 cm) wide over the backer rod. Tool the sealant bead to form a 45° cant. Use sufficient pressure to force out any trapped air and to assure complete wetting of the surface. Remove excess sealant from the deck or wall joint. NOTE: Backer rod is only required for moving joints.

5.2 Install a backer rod, 1/8" to 1/4" (3 mm to 6 mm) diameter larger than the joint width to all prepared control joints. Set depth of backer rod to control the depth of the sealant. (Depth of sealant is measured from the top of the backer rod to the top of the concrete surface.) Proper depth of sealant is as follows:

5.2.1 For joints 1/4" (6.4 mm) to 1/2" (12.7 mm) wide, the depth ratio should be equal.

5.2.2 Joints 1/2" (12.7 mm) wide or greater should have a sealant depth of 1/2" (12.7 mm). The minimum joint size is 1/4" x 1/4" (6.4 mm x 6.4 mm).

- 5.3 All cracks and joints shall be sealed with Dymonic 100 and tooled flush with the surface. Note: Expansion joints should not be coated over. A full line of expansion joint solutions is available from Tremco Construcitons Products Group companies. For treatment of expansion joints, contact your local Tremco Sales Representative.
- 5.4 Allow sealant to fully cure.

6. PRIMING CONCRETE SURFACE

Note: When detailing cracks with Tremco PUMA BC or BC LM, the surface must be primed but cracks should not be filled with Tremco PUMA Primer.

Note: TREMprime VB can be used in place of Tremco PUMA Primer in order to mitigate vapor drive caused by moisture in concrete.

- 6.1 Mix Tremco PUMA Primer for 1 to 2 min prior to the addition of Tremco PUMA Initiator.
- 6.2 Mix Tremco PUMA Primer thoroughly together with Tremco PUMA Initiator in accordance with Table 3 for 2 to 3 min.
- 6.3 Apply Tremco PUMA Primer at a minimum of 90 ft²/gal to yield 17 wet mils to the entire area to be coated. The recommended method of application is with a roller. Application below 17 wet mils will result in the primer not curing.
- 6.4 Once primer is rolled out evenly, lightly broadcast 0.3 to 0.6 mm (30-50 mesh)-sized silica sand into the primer at a rate of 0.7 lb/10 ft².
- 6.5 Allow Tremco PUMA Primer a minimum of 30 min to fully cure.

7. DETAIL WORK – TREMCO PUMA PRODUCTS

Contact local sales representative for expansion joint detailing.

Defects, Patching and Sloping

- 7.1 Mix Tremco PUMA WC for 1 to 2 min prior to the addition of the silica sand.
- 7.2 Begin with 10 lb of sand for every gallon of Tremco PUMA WC. Additional sand can be added if a thicker consistency is desired.
- 7.3 Once Tremco PUMA WC and the sand are blended together, combine this mixture with the Tremco PUMA Initiator in accordance with Table 3 and mix thoroughly for 2 to 3 min. Amount of Tremco PUMA Initiator is dependent on ambient temperature. Please note the Tremco PUMA Initiator addition is based in the ratio of Initiator to Tremco PUMA WC, not Initiator to Tremco PUMA WC with silica sand. Please see Table 3 for addition amounts.
- 7.4 For uneven spots and other defects in the surface, such as pitting or cratering, a thicker mix of Tremco PUMA WC and sand may be required. Trowel the material to create an even surface with the concrete.
- 7.5 Allow Tremco PUMA WC with sand mixture to cure a minimum of 45 min before proceeding to base coat application.

Horizontal to Vertical Transition

Note: Proceed to 7.9 if horizontal to vertical transitions were treated with Dymonic 100.

- 7.6 Mix the Tremco PUMA BC T for 2 to 3 min prior to the addition of the Tremco PUMA Initiator. Ensure that Tremco PUMA BC T is thoroughly mixed together with the Tremco PUMA Initiator in accordance with Table 3 for 2 to 3 min.
- 7.7 Apply a cant of Tremco PUMA BC T 1" (2.5 cm) wide at the juncture of all horizontal and vertical surfaces (such as curbs, wall sections, columns or penetrations through the deck). Tool Tremco PUMA BC T to form a 45° cant. Use sufficient pressure to force out any trapped air and to assure complete wetting of the surface. Remove excess material from the deck or wall surface. For a cant bead at a 45° angle in a horizontal to vertical transition, 1 gallon of Tremco PUMA BC T for every 38.5 LF (11.7 M) is required.
- 7.8 Apply a strip of tape (masking tape or duct tape) to the vertical sections, 2 to 3" above the Tremco PUMA BC T or Dymonic 100 cant to provide a neat termination of Tremco PUMA BC R.
- 7.9 Apply Tremco PUMA Primer over Dymonic 100 cant before applying coating.
- 7.10 For penetrations, apply Tremco PUMA Primer over the cant, up the penetration to 1" below the top of the projected overburden. Allow primer to cure.
- 7.11 Following the primer application, mix Tremco PUMA BC R. Mix in Tremco PUMA Initiator in accordance with Table 3.
- 7.12 Apply the Tremco PUMA BC R mixture using a medium-nap roller to achieve a minimum thickness of 40 mils over the primed penetration, over the cant and extended minimum of 9 inches onto the horizontal plane. Spiked rollers are not required for change in plane.

8. BASE COAT APPLICATION

Note: In environmental conditions where large temperature swings exist, such as Northern US and Canada, Tremco PUMA BC LM can be used in lieu of Tremco PUMA BC.

Note: When using more than one consecutive coat of Tremco PUMA BC or BC LM, please contact Tremco Technical Service for further details.

- 8.1 Mix Tremco PUMA BC or BC LM for 1 to 2 min prior to the addition of Tremco PUMA Initiator. Note: for ramps up to a 40% slope, mix Tremco PUMA BC R for 2 to 3 min before adding Tremco PUMA Initiator.
- 8.2 Tremco PUMA BC, Tremco PUMA BC LM or Tremco PUMA BC R is thoroughly mixed together with the Tremco PUMA Initiator in accordance with Table 3 for 2 to 3 min. Amount of Tremco PUMA Initiator is dependent on the ambient temperature. Please see Table 3 for addition amounts.
- 8.3 Apply Tremco PUMA BC, Tremco PUMA BC LM or Tremco PUMA BC R at 20 ft²/gal to yield 80 wet mils (2.0 mm) thick to the entire area. The recommended method of application is with a metal notched rake for Tremco PUMA BC or BC LM and a nap roller for BC R.
- 8.4 Spike roll Tremco PUMA BC or Tremco PUMA BC LM immediately to release all air bubbles from the coating. Tremco PUMA BC R does not need to be spike rolled.
- 8.5 Allow Tremco PUMA BC, Tremco PUMA BC LM or Tremco PUMA BC R a minimum of 45 min to cure.

9. CLEAN UP

- 9.1 Immediately clean all adjacent areas to remove any stains or spills with Tremco PUMA Cleaner before material cures.
- 9.2 Immediately clean tools or equipment with Tremco PUMA Cleaner to remove curing material. Intermittent cleaning during application is recommended.
- 9.3 Clean hands by soaking in hot, soapy water then brush with a stiff bristle brush.

10. MATERIAL USAGE GUIDELINES

The following is a guide to determine material usage:

Tremco PUMA Primer: When applied at 90 ft²/gal (2.21 M²/L) will yield a mil thickness of 17 wet mils.

Dymonic 100: For a 1" (25 mm) cant bead over a 1/4" (6 mm) backer rod, 1 case of sealant for every 48 lf (14.6 M) is required.

Tremco PUMA BC, BC LM or BC R: When applied at 20 ft²/gal (0.49 M²/L) will yield a mil thickness of 80 wet mils.

Tremco PUMA BC T: For a cant bead at a 45° angle in a horizontal to vertical transition, 1 gallon of Tremco PUMA BC T for every 38.5 LF (11.7 M) is required.

Tremco PUMA Initiator/Initiator+: See Table 3 for exact addition amounts.

Aggregate: Broadcast silica sand at a rate of 0.7 lb/10 ft² immediately after the Tremco PUMA Primer application.

11. TROUBLESHOOTING

This section describes common industry application issues when certain environmental conditions exist. Below are some commonly seen issues and remedies. If any of these should occur, it is always recommended you contact your local Tremco Sales Representative or Tremco's Technical Service.

- 11.1 Tremco requires that any possible recoating job be reviewed and approved by your Sales and/or Technical Representative prior to installation.
- 11.2 When a deck contains too much moisture, the excess moisture may change into a vapor which then condenses at the concrete-membrane interface before the coating has cured, which will cause blisters or bubbles, which, in turn, will interfere with proper adhesion. If this should occur the blisters/bubbles can be cut out, allowing the moisture to escape. After moisture has escaped and the surface is dry, the area can be repaired.
- 11.3 If the coating is applied in very hot ambient temperatures, the air in the small spaces between the concrete particles increases in volume and forms blisters. Contact Tremco's Technical Service should this occur.
- 11.4 Tremco PUMA products should only be applied when the UV index is less than 7 and substrate temperature is below 115 °F (46 °C).

TABLE 1: Quick Reference Application Chart

LAYER	PRODUCT	WET MILS	CURE TIME	SQUARE FEET PER GALLON
Primer	Tremco PUMA Primer	17	30 min	90
Base Coat	Tremco PUMA BC or BC LM	80	45 min	20

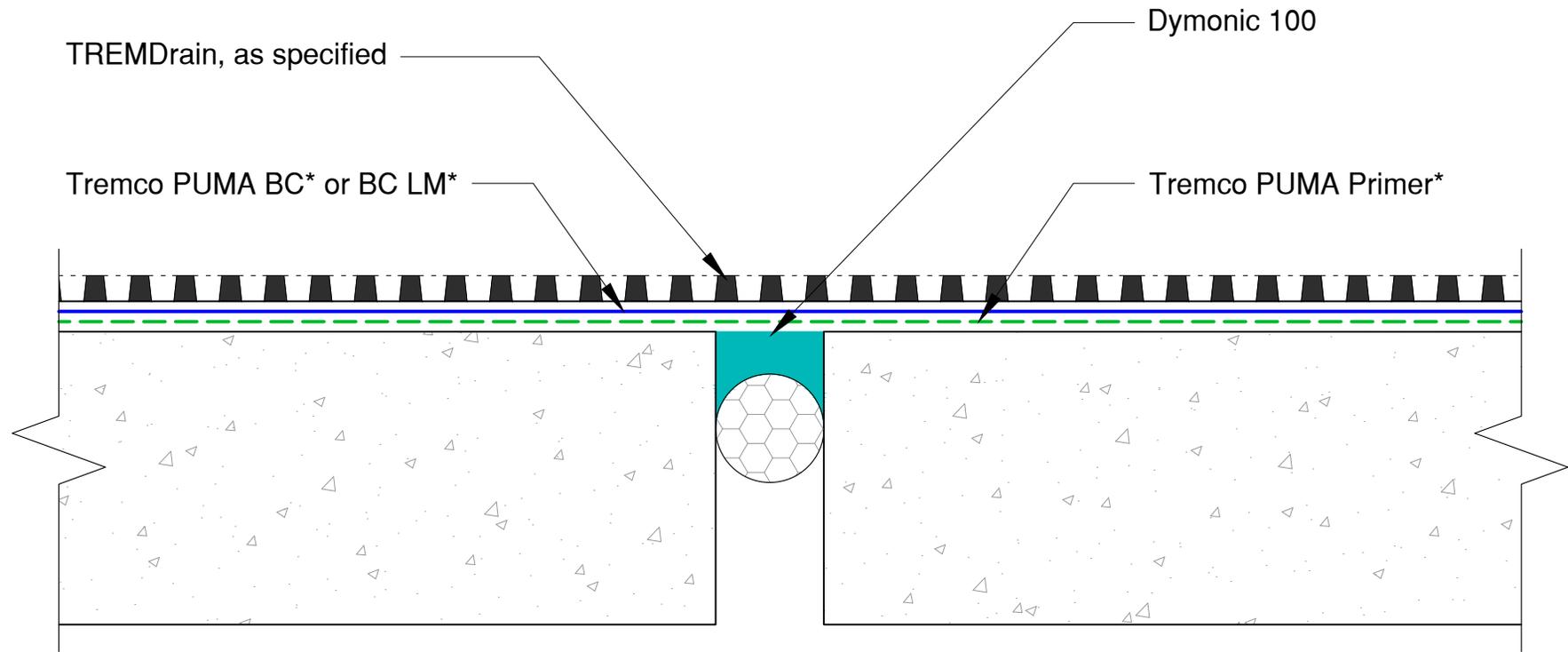
TABLE 2: Quick Reference Application Chart

LAYER	PRODUCT	WET MILS	CURE TIME	SQUARE FEET PER GALLON
Primer	Tremco PUMA Primer	17	30 min	90
Base Coat	Tremco PUMA BC R	80	45 min	20

TABLE 3: Temperature Chart

TABLE 3: Temperature Chart		Tremco PUMA Initiator	Tremco PUMA Initiator+
TEMPERATURE °F	TEMPERATURE °C	GRAMS OR OUNCES/GALLON	GRAMS OR OUNCES/GALLON
68 to 95	20 to 35	75 g or 2.75 oz of initiator/gal resin	37.5 g or 1.38 oz of initiator/gal resin
50 to 68	10 to 20	150 g or 5.5 oz of initiator/gal resin	75 g or 2.75 oz of initiator/gal resin
32 to 50	0 to 10	300 g or 11 oz of initiator/gal resin	150 g or 5.5 oz of initiator/gal resin
14 to 32	-10 to 0	450 g or 16 oz of initiator/gal resin	225 g or 8 oz of initiator/gal resin

The prescribed amount of initiator in Table 3 is the minimum amount required per gallon for that temperature range.



*A component of the TREMproof® PUMA (polyurethane methacrylate) Waterproofing System

TREMCO
www.tremcosealants.com

3735 Green Road * Beachwood, OH 44122
Phone : 866-209-2404 * Fax: 216-766-5535

Project:

Detail: TREMproof® PUMA Control Joint with Sealant

Sheet Number:

File Name:

PUMA-CJ-02

This detail is intended for conceptual purposes only.

Drawn by: KAB

Checked by: WH/EL

Scale: None

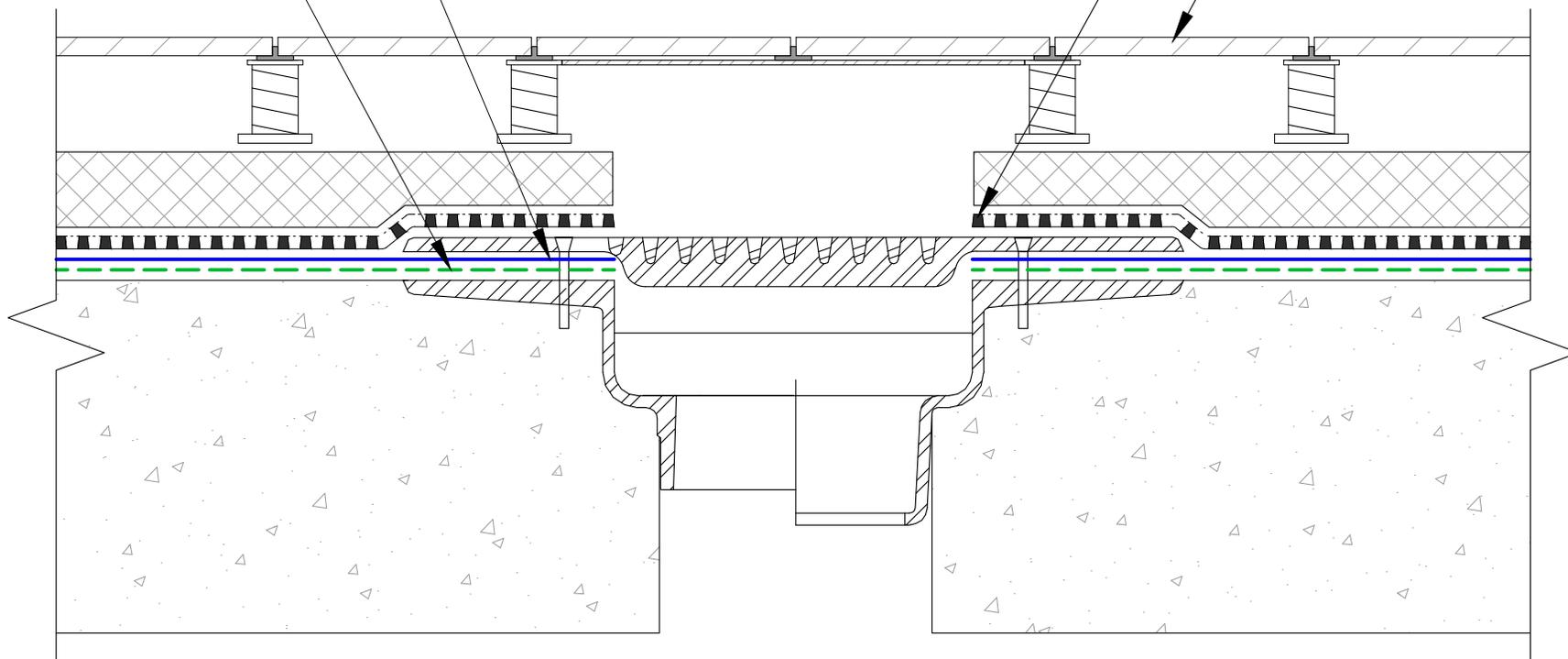
Date: 10/9/2019

Tremco PUMA BC* or BC LM*

Tremco PUMA Primer*

TREMDrain, as specified

Pedestal Pavers



*A component of the TREMproof® PUMA (polyurethane methacrylate) Waterproofing System

TREMCO

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Project:

Detail: TREMproof® PUMA at Two Stage Drain Under Pedestal Pavers

Sheet Number:

File Name:

PUMA-D-02

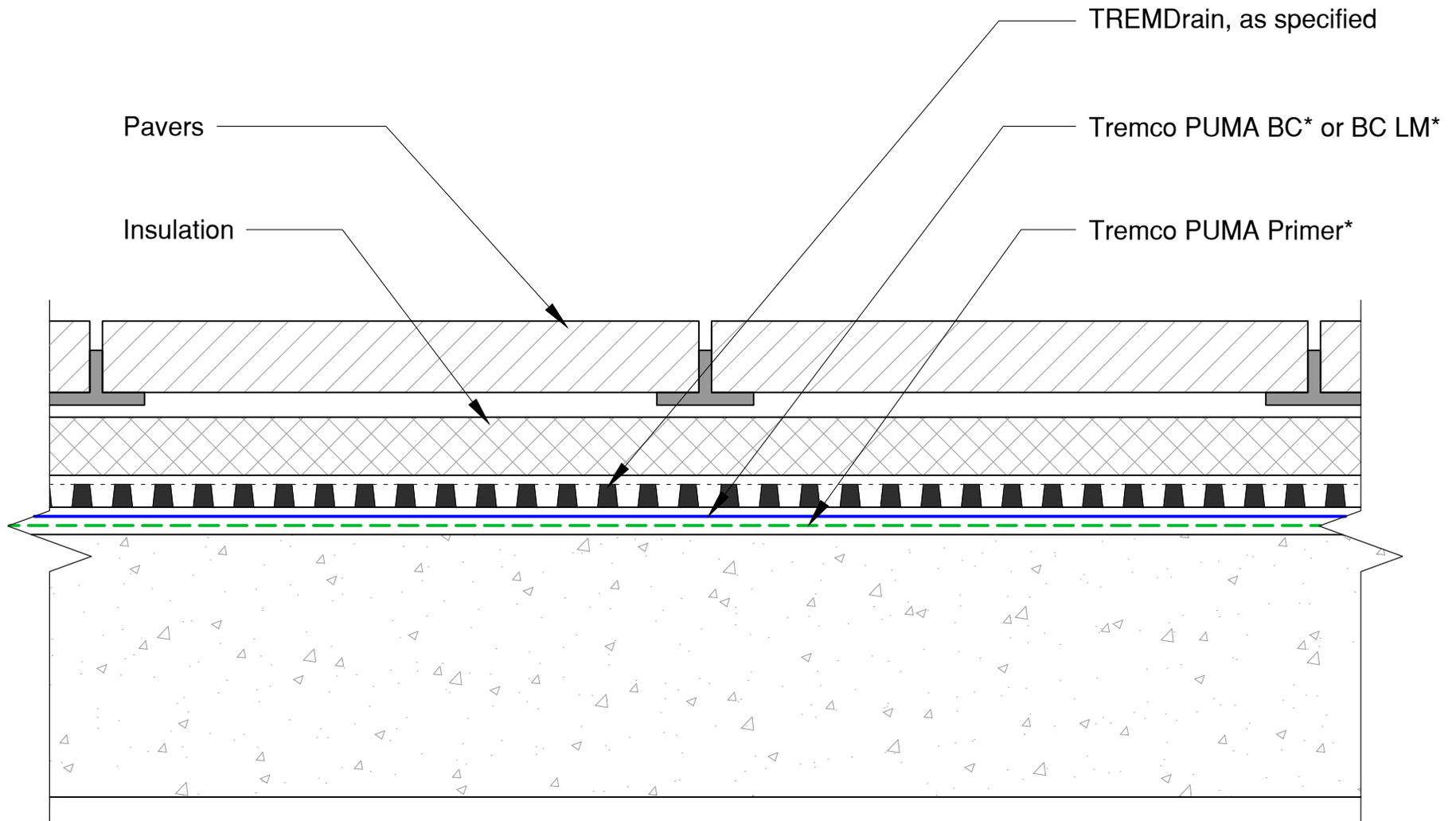
This detail is intended for conceptual purposes only.

Drawn by: KAB

Checked by: WH/EL

Scale: None

Date: 10/9/2019



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Project:

Detail: TREMproof® PUMA Under Pavers Insulated

Sheet Number:

File Name:

PUMA-G-04

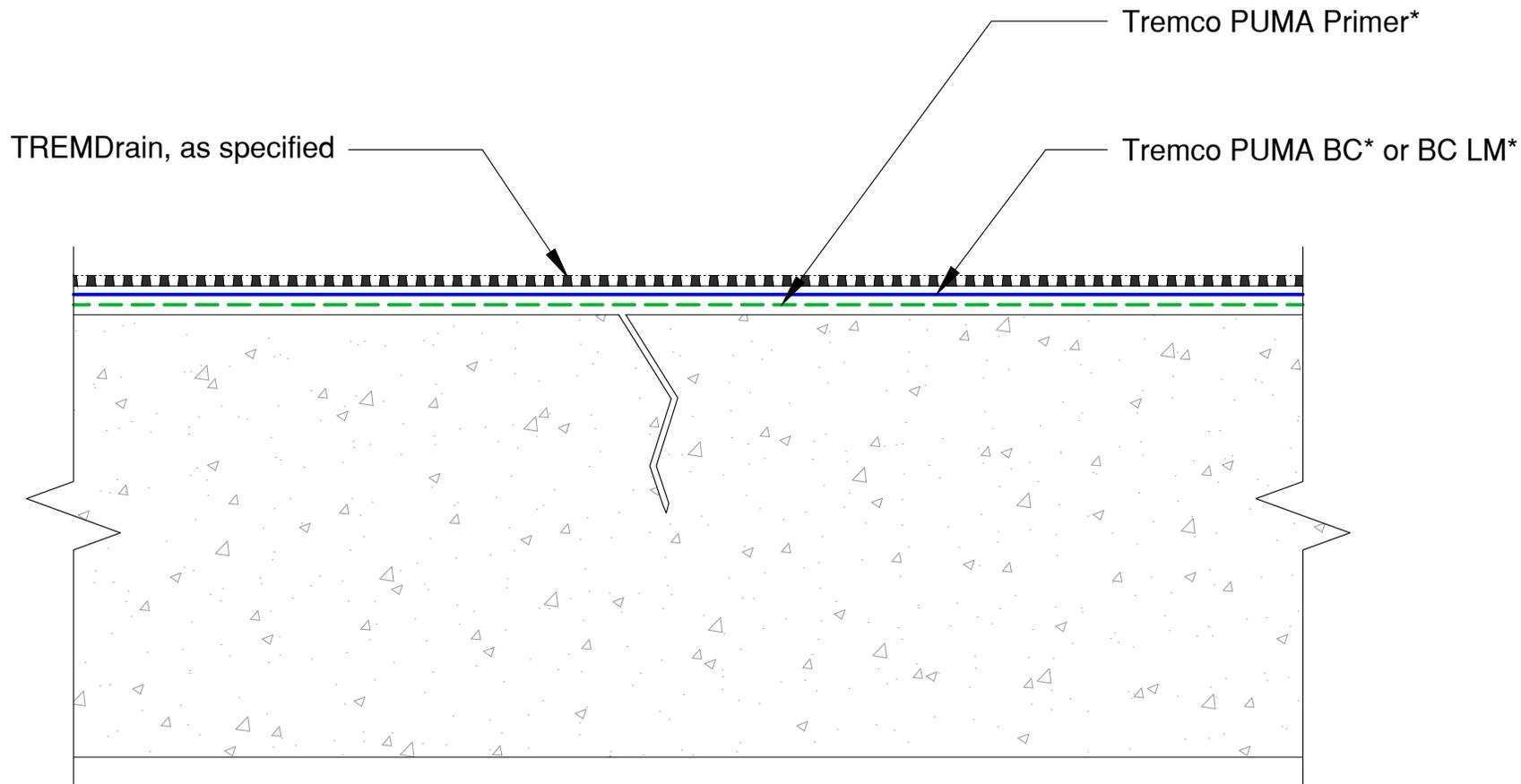
This detail is intended for conceptual purposes only.

Drawn by: KAB

Checked by: WH/EL

Scale: None

Date: 10/9/2019



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Project:

Detail: TREMproof® PUMA at Cracks Less than 1/16"

Sheet Number:

File Name:

PUMA-G-05

This detail is intended for conceptual purposes only.

Drawn by: KAB

Checked by: WH/EL

Scale: None

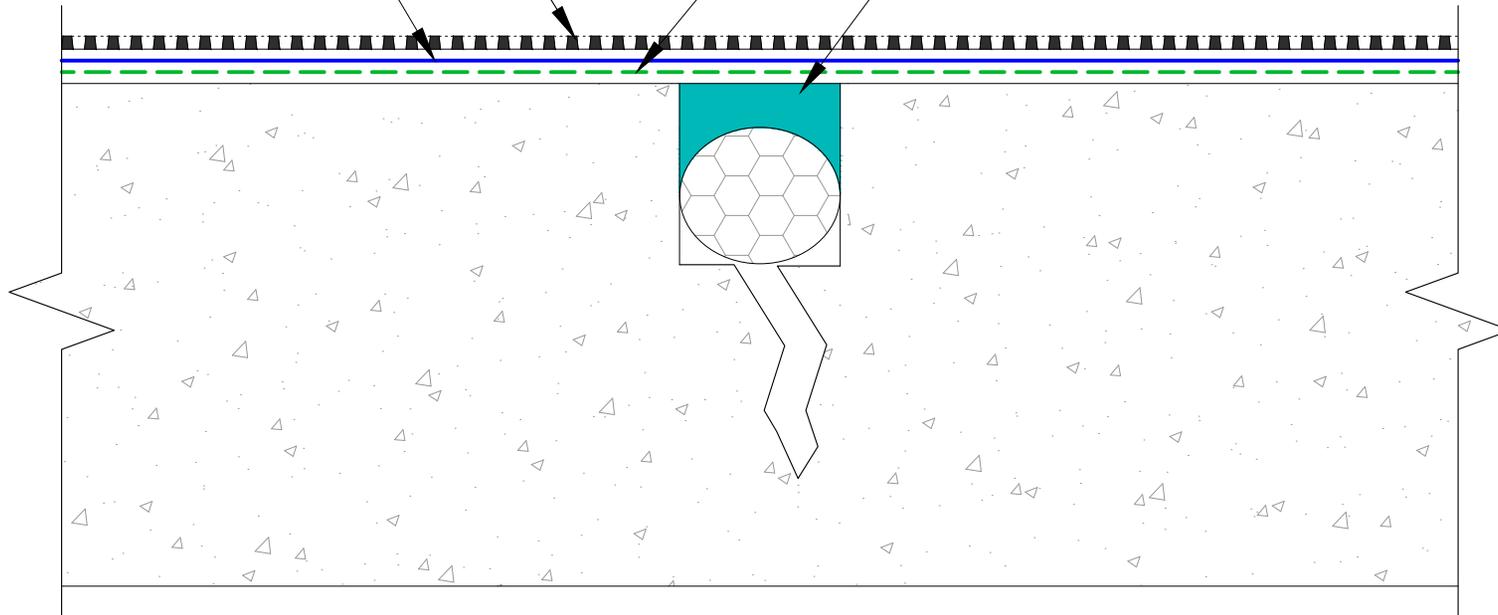
Date: 10/24/2019

TREMDrain, as specified

Tremco PUMA Primer*

Tremco PUMA BC* or BC LM*

Crack routed to a min. $\frac{1}{4}$ " wide by $\frac{1}{2}$ " deep and fill with approved Tremco sealant



*A component of the TREMproof® PUMA (polyurethane methacrylate) Waterproofing System

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Project:

Detail: TREMproof® PUMA at Cracks Greater than 1/16" with Sealant

Sheet Number:

File Name:

PUMA-G-06

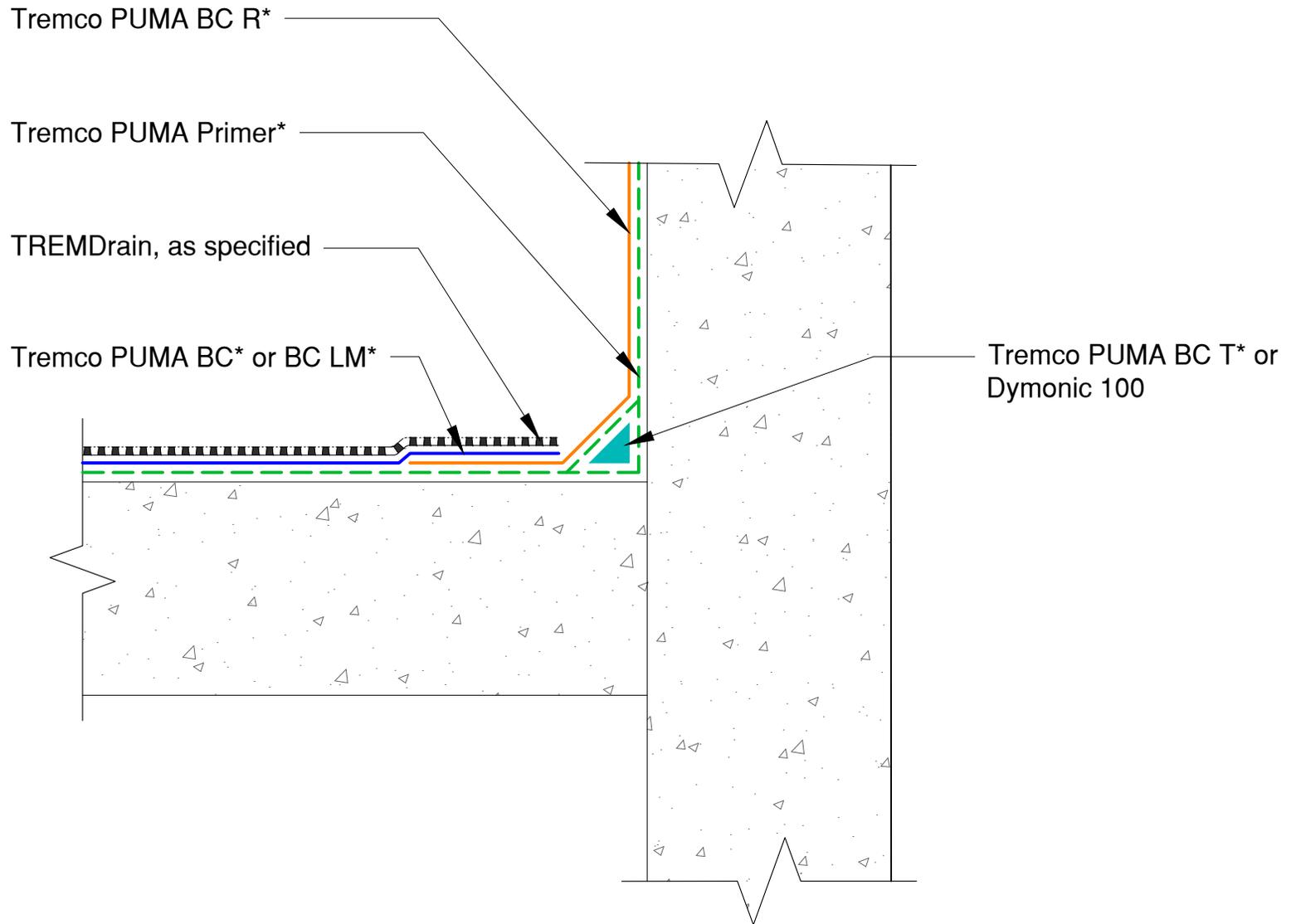
This detail is intended for conceptual purposes only.

Drawn by: KAB

Checked by: WH/EL

Scale: None

Date: 10/9/2019



*A component of the TREMproof® PUMA (polyurethane methacrylate) Waterproofing System

TREMCO

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Project:

Detail: TREMproof® PUMA at Upturn

Sheet Number:

File Name:

PUMA-U-01

This detail is intended for conceptual purposes only.

Drawn by: KAB

Checked by: WH/EL

Scale: None

Date: 10/9/2019