INVITATION TO BID

from

COMMUNITY COLLEGE OF ALLEGHENY COUNTY PURCHASING DEPARTMENT 800 ALLEGHENY AVENUE, PITTSBURGH, PENNSYLVANIA 15233

BID PROPOSAL NO. 1106 ROOF 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 roofs 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 roofing bid at 1:00 p.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: 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 fullment 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.

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FOR

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PROJECT LABOR AGREEMENT

DOCUMENTS REQUIRED BY AWARDEE ONLY:

PERFORMANCE BOND Copy Attached PAYMENT BOND Copy Attached MASTER SERVICES AGREEMENT Copy Attached NO-LIEN AGREEMENT Copy Attached INSURANCE REQUIREMENTS Form B

Technical Specs and Drawings Attached – 35 pages

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.

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:

<u>If trading as an Individual</u>: 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.

<u>If trading as a Partnership</u>: 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.

<u>If trading as a Corporation</u>: 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.

Page 2 of 2

Rev: 6/14/13 - lm

RETURN BID PROPOSAL FORM

FOR

BID PROPOSAL NO. 1106 ROOF 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 m	ust appear here in i	Title ink.)
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.

Rev: 1/01

RETURN FORM 1.0

BID PROPOSAL NO. 1106 ROOF 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 roof replacement as specified herein for the Student Services Center

it Prices: not in	cluded in Base Bid:	
	Metal Deck Replacement \$	/cu. ft
	Drain Replacement \$	/per drain
	KEE Walkway Treads \$	/ln. ft.
	le for BASE BID 1:	
1. Earliest we	e can mobilize	
1. Earliest we	e can mobilize	/days

NON-COLLUSION AFFIDAVIT

Contract/Bid No. 1106

		C	ondaev Bid 110. 1100
of	: :s.s.		
ty of	:		
I state that I as	m	of	
(title)	(name of my firm)	
	authorized to make this affidavit ponsible in my firm for the price		wners, directors, and officers.
I state that:			
(1)	The price(s) and amount of this communication or agreement w	bid have been arrived at indepertith any bidder or potential bidd	
(2)		ount of this bid, and neither the a l, have been disclosed to any oth not be disclosed before bid open	er firm or person who is a bide
(3)		will be made to induce any firm of higher than this bid, or to submarm of complementary bid.	
(4)		good faith and not pursuant to an erson to submit a complementan	
(5)			, its affiliates,
	(na	me of my firm)	
and have not i	officers, directors and employees in the last four years been convic on, involving conspiracy or collu	ted or found liable for any act p	rohibited by State or Federal l
I state that		ι	inderstands and
	(name of my	firm)	
acknowledges	that the above representations a	re material and important, and v	vill be relied on
by the Commi	unity College of Allegheny Cou	nty in awarding the contract(s) for	or which this
bid is submitte	ed. I understand and my firm un	derstands that any misstatement	in this affidavit
is and shall be	treated as fraudulent concealme	ent from the Community College	e of Allegheny
	true facts relating to the submiss		
J	C		
Signature		Title	
•	ST BE SIGNED HERE IN HAN		
Sworn to and	subscribed before me this	day of	, 20
Notary Public		My Commission Exp	oires:

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.

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.

MINORITY PARTICIPATION GOALS – BID PROPOSAL NO. 1106

The following must be included with your bid.

The following must be included with your bid			
Reference: General Conditions for Construction	on and Renovation Contracts - Item	n 6, Page 2 – Minority & Disa	ndvantaged Participation Goal
A 20% M/W/DBE work participation is estable 20% Goal:	olished (13% MBE and 7% WBE/D	OBE). Document your firm's	good faith effort to obtain the
M/W/DBE Company	Contact Person	Phone Number	\$Amount or Objective %
I am an M/W/DBE. (ATTACH CEI			
Bidder acknowledges that CCAC may commu	unicate with listed firms to verify th	ne extent of the contact.	
Bidding Company's Name:			
Signature:	Title:		
Date:			

Revised: 9/14/21 **RETURN FORM 4.0**

BID PROPOSAL NO. 1106

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. 1106

This is to certify that the undersigned Contractor,								
	n in effect through completion of Contractor's work on the above-captioned ge of Allegheny County's Allegheny Campus location.							
<u> </u>	her agrees that upon notification by the College, the Contractor will furnish that the employer complies with the terms and conditions of the Agreement.							
	me effective and binding upon the Contractor this day of and shall remain in effect as set forth above.							
Name (Please print)	Signature							
(MUST BE SIGN	IED HERE IN HANDWRITING, IN BLUE INK.)							
Title								
Name of Contractor								

RETURN FORM 6.0

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
436 Seven
412.322.3272
Pittsburgh

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.

Revised 9/14/21

Project Name:	Rood Replacement - Student Services Center
Awarding Agency:	Community College of Allegheny County
Contract Award Date:	11/1/2022
Serial Number:	22-07536
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

Commonwealth of Pennsylvania Report Date: 9/26/2022

Project: 22-07536 - 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

Commonwealth of Pennsylvania Report Date: 9/26/2022 Department of Labor & Industry Page 2 of 6

Project: 22-07536 - 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

Project: 22-07536 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

Commonwealth of Pennsylvania Report Date: 9/26/2022

Project: 22-07536 - 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

Project: 22-07536 - 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.

The parties to this Agreement understand and Time is of the Essence. Section 2. 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. 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, recognitional 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

<u>Section 1.</u> <u>Benefits of the Agreement.</u> 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

<u>Section 1</u>. <u>The Work</u>. 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. <u>Craft Jurisdiction</u>. 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

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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.

<u>Section 8.</u> <u>Abatement of Agreement.</u> 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.

<u>Section 2</u>. <u>Contractor's Right of Selection</u>. 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.

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- 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. <u>Lack of Job Referral System</u>. 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. <u>Unavailability of Union Referrals</u>. 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.

- <u>Section 9</u>. <u>Core Employees</u>. 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

- <u>Section 1.</u> 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 seen 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.

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ARTICLE VIII

JURISDICTIONAL DISPUTES

- <u>Section 1.</u> 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;

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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.
- <u>Section 4.</u> <u>New Technology, Equipment.</u> 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.

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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

<u>Section 1.</u> <u>Classification – Wages.</u> 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.

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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 by 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

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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.

Overtime shall be defined as all hours worked in excess of forty Section 3. Overtime. (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 onehalf 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 nondiscriminatory 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."

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- 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.
- <u>Section 8.</u> <u>Craft Worker Parking Facilities.</u> 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.

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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 is 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

Alex Johnson, PhD.
President

Approved as to Formand Legality:

Mike Ad

Pittsburgh Regional Building and Construction Trades Council,

AFL-CIO

William Brooks

President

Thomas McIntyre

Secretary/Treasurer

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 ONL	LY BY AWARDEE"
(hereinafter called "Principal") as Principal, and _		
authorized to do business in the Commonwealth o	f Pennsylvania (hereinafter called "Sur	rety") as Surety, are held
and firmly bound unto the Community College of	Allegheny County, through its Board	of Trustees,
i	in the sum of	
to be paid to the said College aforesaid, its certain said principal and said surety to bind themselves the by these presents.		•
WITNESS our hands and seals, the	day of	20
WHEREAS the above bounded		
1		
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 attached to and made part of the agreement, and sh Allegheny County from all liens, charges, demand this obligation to be void, otherwise to be and rem	nall indemnify and save harmless the s ls, loss and damages of every kind and	aid Community College o
Attest:		(SEAL)
	CONTRACTOR	(2-1)
		(SEAL)
SECRETARY	PRESIDENT	(SEAL)
Signed, Sealed and delivered in presence of		
		(SEAL)
	SURETY COMPANY	(52112)
		(CEAL)
	ADDRESS	(SEAL)
		(SEAL)
	TITLE	

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

LABOR AND MATERIAL

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

	hat we "TO BE COMPLET!	ED ONLY RY AWARDEE"		
				as Principal
hereinat	fter called Principal, and			
		as Surety, hereinafte	r called Surety, are h	neld and firmly bound unto the
COMM	IUNITY COLLEGE OF ALLEGHENY COUNTY, through	its Board of Trustees as Obligee	, hereinafter called C	Owner, for the use and benefit of claimants
as herei	nbelow defined, in the amount of			
				Dollars (\$),
for the presents	payment whereof Principal and Surety bind themselves, the s.	ir heirs, executors, administrato	rs, successors and as	signs, jointly and severally, firmly by thes
	HEREAS, Principal has by written agreement, dated		20	, entered into a contract with Owner
in accor	dance with drawings and specifications prepared by			
		(Here insert	full name, title and address)
			which contract is b	by reference made a part hereof, and is
hereinaf	fter referred to as the Contract.			
(1) (2) (3)	A claimant is defined as one having a direct contract we reasonably required for use in the performance of the compasoline, telephone service or rental of equipment directly. The above-named Principal and Surety hereby jointly and full before the expiration of a period of ninety (90) days materials were furnished by such claimant, may sue on the as may be justly due claimant, and have execution thereon. No suit or action shall be commenced hereunder by any concept (a) Unless claimant, other than one having a direct Principal, the Owner, or the Surety above-name furnished the last of the materials for which said to whom the materials were furnished, or for whole by registered mail or certified mail, postage pregularly maintained for the transaction of busing aforesaid project is located, save that such service (b) After the expiration of one (1) year following the any limitation embodied in this bond is prohibited so as to be equal to the minimum period of limit (c) Other than in a state court of competent jurisdict part thereof, is situated, or in the United State elsewhere. The amount of this bond shall be reduced by and to the Surety of mechanics' liens which may be filed of record and against this bond.	tract, labor and material being or y applicable to the Contract. It severally agree with the Owners after the date on which the la his bond for the use of such clain. The Owner shall not be liable claimant. It contract with the Principal, shed, within ninety (90) days after d claim is made, stating with sufthom the work or labor was done paid, in an envelope addressed to iness, or served in any manner ceneed not be made by a public the date on which Principal ceased by any law controlling the co- tation permitted by such law. It control in and for the county or other extent of any payment or paym	onstrued to include to that every claimant at of such claimant? mant, prosecute the for the payment of a all have given writte such claimant did or ostantial accuracy the or performed. Such the Principal, Own in which legal procedures where officer. The work on said Construction hereof such the political subdivisation which the project ents made in good fa	hat part of water, gas, power, light, heat, oi as herein defined, who has not been paid is swork or labor was done or performed, of suit to final judgment for such sum or sum any costs or expenses of any such suit. en notice to any two of the following: The reformed the last of the work or labor, of a amount claimed and the name of the part in notice shall be served by mailing the sam her or Surety, at any place where an office is less may be served in the state in which the intract, it being understood, however, that is the limitation shall be deemed to be amended tion of the state in which the project, or an oct, or any part thereof, is situated, and no maith hereunder, inclusive of the payment b
Signed a	and sealed this	day of		20
		· ·		
Witness	;	(Seal) Pri	ncipal	
		Ry		
Witness		(Seal) Sur	ety	
Witness	3	(Seal) Su	ety	

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.

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. <u>Term.</u> 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.

AW	ARDEE ONLY	

- 2. <u>Services</u>. 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. <u>Price/Fees</u>: 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. <u>Terms and Conditions</u>: 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. <u>Insurance Requirements</u>: 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. <u>Assignment</u>. 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. <u>Entire Agreement; Modification.</u> 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

 \square 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
	Pittsbur	rgh, Pennsylvani	ia Contractor and Community College of Allegheny County,
Pittsburgh,	, Pennsylvania, Owi	ner.	
ente and	red into a No-Lien Contra equipment necessary to co	ct (herein described fomplete the Contract	ecuted the day and year first above written. The Owner and Contractor have for convenience as the Contract) to furnish all labor, materials, supplies, tools, in accordance with the specifications prepared by the Owner, and the provisions as more particularly recited therein.
	n the premises of the		n of the execution of said Contract for the purchases of and ms and conditions thereof, the Contractor covenants and
1.	filed by the Contra the building or pro account of any wo	ctor or by any s perty of the Own rk or labor done	es that no mechanics' claims or liens shall be entered or ubcontractor or materialsman or by an other person against ner described more particularly hereinafter, for or on , materials, supplies, tools and equipment furnished in, operty of the Owner described more particularly hereinafter.
2.	materialsmen, all p	ersons supplyin	waived and the Contractor, all subcontractors, all g labor, and/or materials and all other persons shall look ctor and not the property liable for any sums due, however
3.			Lien Agreement is filed is located at Community College of
Blo	ock/Lot		
			hereto, with the intent to be bound legally thereby have y and year first above written.
	COMMUN	ITY COLLEGE	OF ALLEGHENY COUNTY (OWNER)
CCAC - V	ICE PRESIDENT I	FOR FINANCE	(revised 3/16/15)
(CONTRA	ACTOR)		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 <u>Additional Insureds</u> 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.

Rev 4/04



CCAC ALLEGHENY CAMPUS 800 ALLEGHENY AVENUE PITTSBURGH, PA 15233

CCAC Allegheny Campus SSC Building Roof 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

CCPC"

PROJECT:

SSC Building

821 Ridge Ave, Pittsburgh, PA 15212

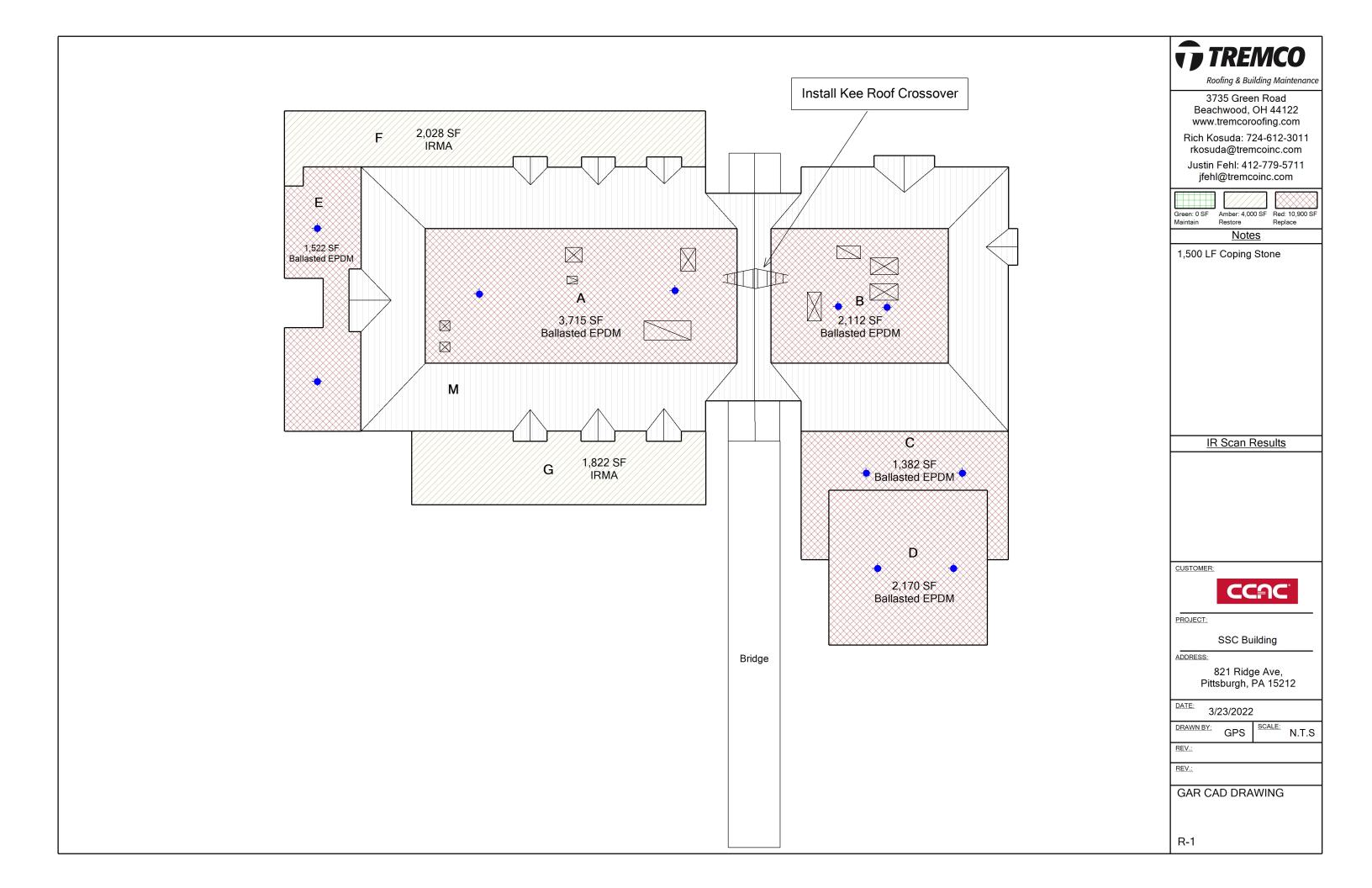
3/30/2021

DRAWN BY:

GPS

COVER PAGE

C-0





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

Owners Information:

CCAC Allegheny Campus 800 Allegheny Avenue Pittsburgh, PA 15233

Contact: Devin Wilson Phone #: 412-389-9079 Roof Name: SSC Classroom & Admin Roof

Approximate Square Footage: 11,000

Roof System: 60 mil FB KEE

Special Notes: Reuse existing insulation – include kee safety crossover ladder installation on SS metal roof – replace drains on unit cost basis if necessary

Existing Construction: Metal Deck – ½" Perlite – Tapered XPS – Ballasted EPDM

Deck Metal Deck

Drains Existing Drains to remain, provide unit price to replace. Install 4' x 4' Sumps

Insulation

Insulation Layer 1 2-inch, 20 psi Isocyanurate, staggered seams

Insulation Attachment Mechanically attach with a field density of 1 fastener every 2 sq. ft. increasing the field

density at the perimeter 8' (50%) and corners 8' (75%)

Crickets ¼" slope with 3:1 run/width rule, add 6-inch tapered edge to cricket for smooth

transition.

Roof Membrane

Roof Membrane TremPly 60 mil FB KEE – Light Gray
Roof Membrane Adhesive TremPly KEE FB WB II Bonding Adhesive

Flashings

Flashing Membrane TremPly 60 mil KEE – Light Gray
Flashing Adhesive TremPly KEE LV Bonding Adhesive

Metal Edge .050" Aluminum Standard Color

Tech Service Days8 Job Site Inspection Days
Warranty
25 Year QA Warranty

SECTION 075416 - KETONE ETHYLENE ESTER (KEE) ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Adhered thermoplastic KEE roofing system on metal deck, including:
- 2. Roof insulation.
- 3. Walkway material.

1.2 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D1079 "Standard Terminology Relating to Roofing and Waterproofing" and glossary in applicable edition of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" for definition of terms related to roofing work in this Section.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Roofing Conference: Conduct conference at Project site.
 - 1. Meet with Owner, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 - 2. Review drawings and specifications.
 - 3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 - 4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 5. Examine substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 6. Review structural loading limitations of roof deck during and after roofing.
 - 7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 8. Review governing regulations and requirements for insurance and certificates if applicable.

- 9. Review temporary protection requirements for roofing system during and after installation.
- 10. Review roof observation and repair procedures after roofing installation.

1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Product Certificate: Submit certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.
- B. Qualification Data: For Installer, Manufacturer and Roofing Inspector.
 - 1. Include letter from Manufacturer written for this Project indicating approval of Installer.
- C. Warranties: Unexecuted sample copies of special warranties.
- D. Inspection Reports: Reports of Roofing Inspector. Include weather conditions, description of work performed, tests performed, defective work observed, and corrective actions taken to correct defective work.
 - 1. Submit reports within 48 hours after inspection.

1.5 CLOSEOUT SUBMITTALS

- A. Executed copies of warranties.
- B. Maintenance Data: To include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of five years' experience installing products comparable to those specified, able to communicate verbally with Contractor, and employees, and qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.
- B. Manufacturer Qualifications: Approved manufacturer listed in this Section, UL listed for roofing systems comparable to that specified for this Project, with minimum five years' experience in manufacture of thermoplastic roof membrane products in successful use in similar applications.
- C. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing 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 Roofing Inspector shall be one of the following:
 - 1. An authorized full-time technical employee of the manufacturer.

D. Manufacturer's Installation Instructions: Obtain and maintain on-site access to manufacturer's written recommendations and instructions for installation of products.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.8 PROJECT / FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing and insulation with a course of roofing sheet securely in place with joints and edges sealed.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing.
 - 3. Remove temporary plugs from roof drains at end of each day.
 - 4. Remove and discard temporary seals before beginning work on adjoining roofing.

1.9 WARRANTY

- A. Manufacturer's Warranty: Roof System Manufacturer's standard form in which Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within warranty period, as follows.
 - 1. Form of Warranty: Manufacturer's standard warranty form.

- 2. Scope of Warranty: Work of this Section and including sheet metal details and termination details installed by the roof system Installer and approved by the Roof System Manufacturer.
- 3. Warranty Period: 25 years from date of completion.
- B. Manufacturer Inspection Services: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's inspections is included in the Contract Sum.
 - 1. Inspections to occur in following years: 2, 5, 10, 15, 20 following completion.
- C. Installer Warranty: Installer's warranty signed by Installer, as follows.
 - 1. Form of Warranty: Form acceptable to Roofing Manufacturer and Owner.
 - 2. Scope of Warranty: Work of this Section.
 - 3. Warranty Period: 2 years from date of completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design: The roof system specified in this Section is based upon products of Tremco CPG Inc, Beachwood, OH, (800) 562-2728, www.tremcoroofing.com that are named in other Part 2 articles. Provide specified products.

2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
 - 1. Accelerated Weathering: Roofing system shall withstand 10,000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
- B. Flashings and Fastening: Provide base flashings, perimeter flashings, detail flashings and component materials and installation techniques that comply with requirements and recommendations of the following:
 - 1. NRCA Roofing Manual (Sixth Edition) for construction details and recommendations.
- C. Exterior Fire-Test Exposure: ASTM E108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
- D. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

2.3 MATERIALS, GENERAL

A. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

2.4 THERMOPLASTIC MEMBRANE MATERIALS

A. KEE Roof Membrane:

- 1. Thermoplastic Ketone Ethylene Ester (KEE) coated polyester fabric-reinforced fleece-backed sheet, ASTM D6754.
 - a. Basis of design product: Tremco, TremPly KEE FB Single Ply Roof Membrane.
 - b. Breaking Strength, minimum, ASTM D751: Machine direction, 500 lbf (87 kN/m); Cross machine direction 400 lbf (70 kN/m).
 - c. Tear Strength, minimum, ASTM D751: Machine direction, 125 lbf (22 kN/m); Cross machine direction (145 lbf (25 kN/m).
 - d. Elongation at Break, ASTM D751: 20 percent.
 - e. Dynamic Impact/Puncture Resistance, ASTM D5635: Pass.
 - f. Minimum Membrane Thickness, nominal, less backing, ASTM D751: 60 mils (1.5 mm).
 - g. Thickness over fiber, optical method: 0.016 inches.
 - h. Accelerated Weathering, ASTM G155 and ASTM G154: Not greater than 5,000 hr., no cracking or crazing.
 - i. Abrasion Resistance, ASTM D3389: Not greater than 2,000 cycles, H-18 wheel, 1,000 g load.
 - j. Color: Gray.
- B. Sheet Flashing: Manufacturer's standard, smooth-backed, sheet flashing of same material, type, reinforcement, thickness and color as KEE roof membrane.

2.5 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.
 - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Membrane Bonding Adhesive:

CCAC SSC KEE FB Roof Replacement

- 1. Bonding adhesive, waterborne low-VOC, for bonding KEE fleece-backed single ply membranes and flashings to substrates.
 - a. Basis of design product: Tremco, TremPly KEE FB WBII Bonding Adhesive.
 - b. VOC, maximum, ASTM D3960: 153 g/L.

C. Flashing Membrane Adhesive:

- 1. Bonding adhesive, solvent based fast drying, VOC-compliant, for bonding KEE smooth-backed single ply membranes and flashings to substrates.
 - a. Basis of design product: Tremco, TremPly KEE LV Bonding Adhesive.
 - b. VOC, maximum, ASTM D 3960: 200 g/L.
- D. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 mm by 3 mm) thick; with anchors.
- E. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch (25 mm wide by 1.3 mm) thick, prepunched.
- F. Joint Sealant: Elastomeric joint sealant compatible with roofing materials, with movement capability appropriate for application.
 - 1. Joint Sealant, Polyurethane: ASTM C920, Type S, Grade NS, Class 50 single-component moisture curing sealant, formulated for compatibility and use in dynamic and static joints; paintable.
 - a. Basis of design product: Tremco, TremSEAL Pro.
 - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 40 g/L.
 - c. Hardness, Shore A, ASTM C661: 40.
 - d. Adhesion to Concrete, ASTM C794: 35 pli.
 - e. Tensile Strength, ASTM D412: 350 psi (2410 kPa).
 - f. Color: Closest match to substrate.
- G. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- H. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

2.6 ROOF INSULATION MATERIALS

- A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from insulation manufacturer's standard sizes, suitable for application, and of thicknesses indicated.
 - 1. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/8 inch per 12 inches (1:96) unless otherwise indicated.
 - 2. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated, not less than two times the roof slope.
- B. Roof Insulation: Provide roof insulation product in thicknesses indicated in Part 3 as follows:
 - 1. Board Insulation, Polyisocyanurate: CFC- and HCFC- free, with recycled content glass-fiber mat facer on both major surfaces, ASTM C1289 Type II Class 1.
 - a. Basis of design product: Tremco, Trisotech Insulation.
 - b. Compressive Strength, ASTM D1621: Grade 2: 20 psi (138 kPa).
 - c. Conditioned Thermal Resistance at 75 deg. F (24 deg. C): 14.4 at 2.5 inches (50.8 mm) thick.

2.7 ROOF INSULATION ACCESSORIES

- A. Tapered Edge Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
- B. Insulation Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.

2.8 WALKWAY MATERIALS

- A. Walkway / Protection Mat Material:
 - 1. Walkway roll, reinforced KEEmembrane roll with serrated slip-resistant surface, fabricated for heat welding to compatible KEE membrane surface.
 - a. Basis of design product: Tremco, TremPly KEE Walkway Roll.
 - b. Roll Size: 30 inches by 50 ft (760 mm by 15.2 m).
 - c. Thickness: 0.047 inch (0.6 mm).
 - d. Breaking strength: 56 lbs (9.8 kN/m).
 - e. Color: Light yellow.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
 - 1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
 - 2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 - 3. Existing Prepared Roof Substrate: Verify that existing insulation and substrate is sound and dry. Refer to requirements of Division 07 Section "Preparation for Re-Roofing."
 - 4. Steel Roof Deck:
 - a. Verify that deck is securely fastened and properly supported with no projecting fasteners and with no adjacent units in excess of 1/16 inch (1.6 mm) out of plane relative to adjoining deck.
 - 5. Verify that existing insulation and substrate is sound and dry.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.3 INSTALLATION, GENERAL

- A. Install roofing system in accordance with manufacturer's written instructions and approved details.
- B. NRCA Installation Details: Install roofing system in accordance with the following NRCA Manual Plates and NRCA recommendations; modify as required to comply with manufacturer's approved details and perimeter fastening requirements of FM Global references if applicable:
 - 1. Base Flashing at Parapet Wall: Plates TP-1 and TP-1S.

- 2. Base Flashing and Counterflashing at Parapet Wall: Plates TP-5 and TP-5S.
- 3. Base Flashing and Counterflashing at Parapet Wall, Movement Joint: Plates TP-6 and TP-6S.
- 4. Base and Surface-mounted Counterflashing: Plates TP-4 and TP-4S.
- 5. Perimeter Edge, Raised: Plates TP-2 and TP-2S.
- 6. Perimeter Edge, Embedded Edge: Plates TP-3 and TP-3S.
- 7. Perimeter Edge, Draining: Plates TP-3A and TP-3AS.
- 8. Options for Perimeter Base Securement (Roof-to-Wall and Roof-to-Curb Intersections): Single Ply Table 7.1.
- 9. Options for Perimeter Base Securement (Roof-to-Wall and Roof-to-Curb Intersections: Single Ply Table 7.2.
- 10. Guide for Sheet Metal Fascia Edges for Thermoset and Thermoplastic Membrane: Single-Ply Table 1.
- 11. Scupper, Raised: Plates TP-21 and TP-21S.
- 12. Gutter at Draining Edge: Plates TP-22 and TP-22S.
- 13. Expansion Joint, with metal cover: Plates TP-7 and TP-7S.
- 14. Expansion Joint, with premanufactured cover: Plates TP-7A and TP-7AS.
- 15. Curb Detail at Rooftop HVAC Units, Premanufactured: Plates TP-12 and TP-12S.
- 16. Curb Detail at Rooftop HVAC Units, Job-Built, Wood: Plates TP-13 and TP-13S.
- 17. Curb Detail at Skylight, Roof Hatch, and Smoke Vents: Plates TP-14 and TP-14S.
- 18. Penetration, Structural Member: Plates TP-15 and TP-15S.
- 19. Penetration, Sheet Metal Enclosure: Plates TP-16 and TP-16S.
- 20. Penetration, Stack Flashing: Plates TP-17 and TP-17S.
- 21. Penetration, Plumbing Vent: Plates TP-18 and TP-18S.
- 22. Penetration, Plumbing Vent, Premanufactured Boot: Plates TP-18A and TP-18AS.
- 23. Penetration, Pocket: Plates TP-19 and TP-19S.
- 24. Roof Drain: Plates TP-20 and TP-20S.

- CCAC SSC KEE FB Roof Replacement
 - 25. Guide for Clearances between Pipes / Walls / Curbs Table 4.
 - 26. Guide for Crickets and Saddles Table 5.
 - 27. Guide for Edge Scuppers with Tapered Saddles Table 6.

3.4 INSULATION INSTALLATION

- A. Install lightweight insulating concrete in accordance with requirements of Division 03 Section "Lightweight Insulating Concrete."
- B. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- C. Comply with membrane roofing system and insulation manufacturer's written instructions for installing roof insulation.
- D. Tapered Insulation and Crickets: Install tapered insulation under area of roofing to conform to slopes indicated.
 - 1. Where crickets are indicated or required to provide positive slope to drain, make slope of crickets minimum of two times the roof slope, not less than 1/4 inch in 12 inches (1:48).
- E. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches (70 mm) or greater, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.
 - 1. Tapered Insulation System for Flat Roof Deck: Install insulation as follows:
 - a. Minimum total thickness of Continuous Insulation: 5.4 inches.
 - b. Minimum Continuous Insulation R-value: Not less than 30.
 - 2. Insulation Drain Sumps: Tapered insulation sumps, not less than 2 by 2 ft. (600 by 600 mm), sloped to roof drain; sump to maximum depth of not more than 1 inch (25 mm) less than the Project-stipulated continuous insulation thickness based upon code requirements.
- F. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- G. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
 - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- H. Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.

1. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.

3.5 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Adhere membrane roofing over area to receive roofing and install according to membrane roofing system manufacturer's written instructions.
- B. Start installation of membrane roofing in presence of membrane roofing system manufacturer's technical personnel.
- C. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- D. Water-Based Bonding Adhesive: Apply to substrate at rate required by manufacturer. Install membrane immediately into adhesive, avoiding any air entrapment; do not allow adhesive to dry. Roll membrane into wet adhesive. Do not apply adhesive to splice area of membrane.
- E. In addition to adhering, mechanically fasten membrane roofing securely at terminations, penetrations, and perimeter of roofing.
- F. Apply membrane roofing with side laps shingled with slope of roof deck where possible.
- G. Welded Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet membrane.
 - 2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
 - 3. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.
- H. Spread sealant bed over deck drain flange at roof drains and securely seal membrane roofing in place with clamping ring.
- I. Install membrane roofing and auxiliary materials to tie in to existing roofing to maintain weathertightness of transition.

3.6 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.

- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Seal top termination of base flashing with a metal termination bar and a continuous bead of joint sealant.

3.7 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.
- B. Protection Fabric: Install protection under roof pavers.

3.8 FIELD QUALITY CONTROL

- A. Roofing Inspector: Contractor shall engage a qualified roofing inspector to perform roof tests and inspections and to prepare test reports.
 - Engage a qualified roofing inspector for a minimum of 8 full-time days on site to perform roof tests and inspections and to prepare start up, interim, and final reports. Roofing Inspector's quality assurance inspections shall comply with applicable criteria established in NRCA's "Quality Control and Quality-assurance Guidelines for the Application of Membrane Roofing Systems."
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
- C. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.
- D. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.9 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075416

TremPly® KEE and KEE FB Single Ply Systems

A reinforced polyester knit fabric with a proprietary hybrid thermoplastic alloy coating

FEATURES

Elvaloy KEE flexibilizer

Superior flexibility, UV resistance and

chemical resistance

Heavy duty reinforcement

Excellent tear strength and puncture resistance

Full bond to fiber reinforcement

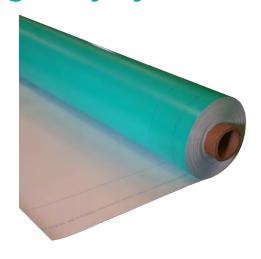
Maximum seam strength for long term

performance

Fleeceback and smooth

Multiple application methods to meet

project specific needs



DESCRIPTION

TremPly® KEE and KEE FB (Fleeceback) Systems not only meet or exceed the minimum physical property requirements enumerated in ASTM D6754-15 Standard Specification for Ketone Ethylene Ester (KEE) based sheet roofing, but exceed the physical properties and performance characteristics of much thicker competitive products. TremPly KEE membranes are available in nominal 45 and 60 mil thickness; smooth and fleeceback versions; and in white, gray and tan which can all help an organization meet LEED requirements. All TremPly KEE Roofing Membranes are constructed using high tenacity/heavy weight yarns to create a base fabric reinforcement to impart superior puncture, tensile and tear resistance properties. The base polyester fabrics are primed with a unique and proprietary adhesive coat that lays the foundation to physically bond the KEE coatings to the "fiber" to maximize seam strength and overall membrane performance. TremPly KEE is coated to provide superior hot air welding characteristics, extreme UV resistance, broad chemical resistance and long-term flexibility and repairability for the installed roofing membrane system. TremPly KEE Roofing Systems have excellent tear, puncture, fungus, algae and flame resistance, making them among the most sustainable roofing systems available.

BASIC USES

TremPly KEE and KEE FB single ply roofing systems are designed to provide superior performance and exceptional value; the white, tan or gray surfaces absorb much less heat that a black roof, which can help lower a facility's energy use and improve its appearance. They are excellent choices for roof overlays, replacement and new construction alike.

APPLICATION

TremPly KEE Roofing Systems carry extensive FM Global and Underwriters Laboratories' approvals. TremPly KEE Roofing Systems can be installed by mechanically fastening or adhering the membrane bonding adhesive. TremPly KEE can also be installed in typical ballast configurations using conventional stone or paver ballast. Field seaming is accomplished by fusing the thermoplastic membrane with conventional hot air welding equipment.

APPROVED ATTACHMENT METHOD

TremPly KEE is manufactured in 37" and 74" wide by 100' long rolls. KEE FB is manufactured in 72" wide by 80' long rolls.

	TREMPLY KEE	TREMPLY KEE FB
TREMPLY KEE FB BONDING ADHESIVE	No	Yes
TREMPLY KEE LV BONDING ADHESIVE	Yes	No
TREMPLY KEE FB WBII BONDING ADHESIVE	No	Yes
HOT ASPHALT	No	Yes
TREMPLY KEE PLUS STRESS PLATES	Yes	Yes

The application information provided in this data sheet serves as general guidance. Please refer to Tremco application guides and project specific specifications or consult with your local Tremco Roofing sales representative for project specific application requirements. Refer to the Safety Data Sheet (SDS) for material precautions.

PHYSICAL PROPERTIES

TremPly® KEE and KEE FB Single Ply Systems

PROPERTY	ASTM D6754-15	TremPly Kee and Kee FB
Thickness ASTM D 751 (inches)	.032	.045/.060
Thickness over Fiber Optical method (inches)	.007	.014/.016
Breaking Strength (MD/XMD) D 751 proc. B strip (lbf/in)	337	520/406
Elongation at Break (MD/XMD) D 751 - strip	18	22/20
Tear Strength (MD/XMD) ASTM D 751 proc. B. Tongue Tear (lbf)	76	125/145
Linear Dimensional Change (MD/XMD) ASTM D 1204 max (%)	1.3	-0.6/1
Fabric Adhesion D 751 min. (lb/in)	19	no peel
Low Temperature Bend ASTM D 2136 (0f)	-30	-30
Retention of Properties After Heat Aging Practice D 3045 - 1760f /56 days		
Breaking Strength min. ASTM D 751 proc. B. (lbf/in.)	90	90
Elongation at break ASTM D 751 proc. B.	19/18	20/20
Low Temperature Bend ASTM D 2136 (°F) ASTM D 751	-30	pass
Change in Weight after Exposure in Water D 471 1580f one side only, max. (%)	+6.0	0.7
Seam Strength D 751 Grab Method, min. (lbf)	440	800
Hydrostatic Resistance (psi) ASTM D751	590	>1,000
Static Puncture Resistance ASTM D 5602 (99 lbf)	pass	pass
Dynamic Impact / Puncture Resistance ASTM D 5635 min. (J)	10	pass
Accelerated Weathering Practice G 155 / 5,000 h xenon		
Cracking (7x magnification)	none	none
Crazing (7x magnification)	none	none
Accelerated Weathering Practice G 154 / 5,000 h UVA		
Cracking (7x magnification)	none	none
Crazing (7x magnification)	none	none
Fungi Resistance <i>Practice G 21, 28 days</i> Sustained Growth	no growth	none
Abrasion D 3389 H-18 wheel 1,000 g load, (min. cycles)	1,500	>2,000

ENERGY ATTRIBUTES



	White	Gray	Tan
Solar Reflectance-DC6 White Initial ASTM C1549	0.87	0.69	0.72
Solar Reflectance (3 yr. Aged) ASTM C1549	0.71	0.61	0.63
Initial Thermal Emmittance ASTM C1371	0.85	0.89	0.88
Thermal Emmittance 3 yr Aged ASTM C1371	0.84	0.89	0.89
Solar Reflective Index (SRI) ASTM E1980	110	84	88
Solar Reflective Index (SRI) 3 yr aged ASTM E1980	86	73	76
LEED 2.2 Heat Island Effect (SRI> 78) SS Credit 7.2	1 credit	1 credit	1 credit

MAINTENANCE

TECHNICAL SERVICES

TremPly® KEE and KEE FB Single Ply Systems

Your local Tremco Roofing representative can provide you with effective maintenance procedures, which may vary depending upon specific conditions. Periodic inspections, early repairs and preventive maintenance are all part of a sound roof program.

Please contact your local Tremco Rooofing representative. Working with the Technical Service Staff, your representative can help analyze conditions and needs to develop recommendations for special applications.



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TremPly® KEE FB WBII Bonding Adhesive



A high performance, water-based adhesive specially engineered for adhering and TremPly KEE FB membranes

DESCRIPTION:		onding Adhesive is water-based, VOC compliant e. It has very high initial tack strength, unlike sives.
BASIC USES:	FB membranes to appro-	nding Adhesive is used to adhere TremPly KEE ved substrates. It is especially useful in high degree of sustainability or that have a low
APPLICATION:	and smoothness of the s	BII Bonding Adhesive by roller; do not spray. on the membranes to be bonded and the porosity ubstrate. Approved substrates include gypsumsocyanurate insulation, and approved base sheets.
	materials should be store outside air temperature is while the adhesive is being the adhesive over the sufficient of the sufficient of the press firmly into power will bonding Adhesive it equipment.	mooth, dry, and free of debris or other irregularities; ed in closed container bwteen 50°F and 80°F; must be 40°F (4.4°C) and rising, but below 90°F, ng applied. To apply, roll a smooth, even coat of bstrate; ensure 100% coverage. Roll the TremPly he wet adhesive, broom the membrane in place, sition with a weighted roller. Since TremPly KEE FB is water-borne, it simplifies cleaning tools and
	specifications or consult	Tremco application guides and project specific with your local Tremco Roofing sales representative cation requirements. Refer to the Safety Data Sheet utions.
PHYSICAL PROPERTIES:	Property Color Viscosity Solid Weight Coverage FB Membranes V.O.C. Application Open/Cure Time Shelf Life Wt. Gal.	Typical Value White 10,000 cps 50% 100 ft²/gal. (2.7 m²/liter) 153 g/l Brush or roller 10 to 30 minutes depending on weather conditions 1 year in unopened container 8.86 lb. (1 kg/l) shipped in 5 gal. pails

are all part of a sound roof program.



TECHNICAL SERVICES:

MAINTENANCE:

Please contact your local Tremco Rooofing representative. Working with the Technical Service Staff, your representative can help analyze conditions and needs to develop recommendations for special applications.

Your local Tremco Roofing representative can provide you with effective maintenance procedures, which may vary depending upon specific conditions. Periodic inspections, early repairs and preventive maintenance

TremPly® KEE LV Bonding Adhesive



A low VOC adhesive for bonding TremPly KEE membranes to horizontal and vertical surfaces

Б					

TremPly KEE LV Bonding Adhesive is a Nitrile/PVC polymeric adhesive. It dries quickly, so proper planning, placement and care are necessary to ensure appropriate adhesion, especially when the air is humid.

TremPly KEE LV Bonding Adhesive complies with all air quality districts in California and other regulated areas, making it the most environmentally friendly, solvent-borne adhesive available in the USA.

BASIC USES:

This adhesive is used to bond TremPly KEE membranes to approved horizontal and vertical substrates; do not use with TremPly KEE FB membranes.

TremPly KEE LV Bonding Adhesive is listed/approved for use with specific TremPly Roofing Systems by FM Global and Underwriters Laboratories.

APPLICATION:

The substrate must be smooth, dry, and free of debris or other irregularities; outside air temperature must be 40°F (4.4°C) and rising while the adhesive is being applied. Approved substrates include wood, metal and for flashing (vertical) applications, and pre-approved polyisocyanurate insulation, approved gypsumbased coverboards and approved base sheets for horizontal roofing applications.

Spray or roll a smooth, even coat of TremPly KEE LV Bonding Adhesive over the exposed, pre-positioned bottom of the TremPly KEE membrane and also over the area of the substrate it will match. Coverage is approximately 50 ft² per gallon (1.2 m²/ liter) -- 45 ft² per 1/2 gallon to the substrate (1.1m²/ 1/2 liter) and 55 ft² per 1/2 gallon (1.3 m²/1/2 liter) to the membrane. While the surface's porosity and smoothness will affect the actual coverage rate, it is critical to ensure 100% coverage.

Let the solvents dissipate so that the adhesive becomes sticky but not stringy to the touch, then carefully maneuver the glued portion of the TremPly KEE membrane onto the glued substrate and broom the membrane in place.

The application information provided in this data sheet serves as general guidance. Please refer to Tremco application guides and project specific specifications or consult with your local Tremco Roofing sales representative for project specific application requirements. Refer to the Safety Data Sheet (SDS) for material precautions.



TremPly® KEE LV Bonding Adhesive

PHYSICAL PROPERTIES	Property Application Color Coverage Open/Cure Time Shelf Life Solid Weight Storage Viscosity V.O.C. Wt. Gal. Working Temp. Range	Typical Value Brush, roller or spray Amber 50 ft²/gal. (1.2 m²) of bonded surface 10 - 30 min./complete cure in 28 days 1 Year 20% ± 2% Closed container/between 50° and 80°F 18,000 - 24,000 cps 199 gm/L 7.4 lbs (0.9 kg/liter) shipped in 5 gal. pails 40°F and rising/up to 90°F
MAINTENANCE	maintenance proced	pofing representative can provide you with effective ures, which may vary depending upon specific inspections, early repairs and preventive maintenance d roof program.
TECHNICAL SERVICES	Technical Service Stat	ocal Tremco Rooofing representative. Working with the ff, your representative can help analyze conditions and ommendations for special applications.



7254 8/10/18 www.tremcoroofing.com 3735 Green Road Beachwood, Ohio 44122

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TremPly® KEE Flashing Accessories



Pre-molded and sheet form, non-reinforced flashing accessories to complement the TremPly KEE and KEE FB Roofing Systems

und is the		
DuPont's™ Elvaloy® KEE (Ketone Ethylene Ester) compound is the principle polymer in TremPly KEE flashing components.		
ction molded. s between 1" er flashings r rectangular		
T-joint covers and non-reinforced flashing rolls are also available.		
Using pre-molded pipe and universal inside/outside corner flashings significantly improves installation consistency and reduces labor.		
A non-reinforced, 60 mil TremPly KEE membrane is available for unusual penetrations and flashing details where the pre-molded flashing will not work.		
The application information provided in this data sheet is designed to serv as a general guide. Please refer to Tremco application guides and project specific specifications or consult with your local Tremco Representative for project specific application requirements. Refer to the Safety Data Sheet (SDS) for material precautions.		
l Value er carton		
per carton		
50 ft. rolls		
ox / 100 each per box		
d white, gray and tar		
Your local Tremco Roofing representative can provide you with effective maintenance procedures, which may vary depending upon specific conditions. Periodic inspections, early repairs and preventive maintenance are all part of a sound roof program.		
. Working with th ze conditions and ns.		



TremPly® KEE Walkway and Protection Mat



Enhances roof traffic safety and optimizes membrane protection in high-traffic maintenance areas maintenance areas.

建工程程度			
DESCRIPTION:	Both the TremPly® KEE Walkway and Protection Mat are manufactured from a UV stable, proprietary KEE modified vinyl and designed to improve rooftop safety, especially when the surface is wet.		
BASIC USES:	Both products create stable, highly visible paths for rooftop traffic. They will improve both slip resistance and traction, and protect against possible damage from dropped or improperly handled materials. The Walkway's herringbone ribbed texture makes it an excellent choice where foot traffic is heavy; the Protection Mat is the right fit for areas with a greater need for durability and puncture resistance.		
APPLICATION:	doorways and other roof access	y or Protection Mats around hatches, s points; around mechanical equipment tenance; or where there is frequent foot	
		Valkway rolls into sizes and shapes to ents, and spot hot air weld it directly to nembrane.	
	specific specifications or consult	Tremco application guides and project with your local Tremco Roofing sales application requirements. Refer to the	
PHYSICAL PROPERTIES:	Property	Typical Value	
	Walkway Material: Color Breaking Strength (lbs) Dimensional Stability (%) Elongation (%) Roll Size Thickness	Light Yellow 56 -1.6 MD / +.63 XMD 205 30 in x 50 ft (76 cm x 15.2 m) 5/32 in (4 cm)	
	Protection Mat: Color Breaking Strength Dimensional Stability (%)	Yellow 1,200 0.5 MD / .5 XMD	
	Elongation (%)	15%	

Pad Size

Thickness

Puncture Resistance

Tear Strength

MAINTENANCE:



Your local Tremco Roofing representative can provide you with effective maintenance procedures, which may vary depending upon specific conditions. Periodic inspections, early repairs and preventive maintenance are all part of a sound roof program.

28" x 48 ft (71 cm x 13.1 m)

850 lbs.

350 lbs

15/64 in (0.6 cm)

TremPly® KEE Walkway and Protection Mat

TECHNICAL SERVICES:

Please contact your local Tremco Rooofing representative. Working with the Technical Service Staff, your representative can help analyze conditions and needs to develop recommendations for special applications.



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TremSEAL® Pro



One Component Polyurethane Sealant

E	FEATURES	BENEFITS	
	Medium modulus	• Ideal for moving joints or expansion	
	One Component	 No mixing required, reducing hazards, and labor costs 	
	Smooth tooled finish	Aesthetically pleasing	
	Non-sag	• Can be used on vertical joints	
	Compatible with many coating	gs • Upon curing, may be top coated	
	Extreme UV exposure resistance	ce • Long performance life	
DESCRIPTION:		mance, high-movement, single-component, JV-stable, non-sag, smooth tooled finish,	
BASIC USES:	in moving joints and exhibits to to concrete, metal and wood so include roof reglets, terminatio	ible sealant that offers excellent performance enacious unprimed adhesion once fully cured, urfaces. Typical applications for TremSEAL Pron bars, coping joints, expansion and control pints, perimeter caulking (windows, doors ry and vinyl siding.	
	Not recommended for use in	chlorinated, potable, heavy or waste water.	
PACKAGING:	10.1 oz (300 mL) cartridges		
COLOR:	White, Aluminum Stone, Bron	ze, Limestone	
STORAGE LIFE:	1 year when stored at 40° to 1	n stored at 40° to 100° F (5° to 43° C)	
		packaging in a clean, dry, protected tween 40° to 100° F (5° to 43° C).	
APPLICATION STANDARDS:	specifications:	(ICC) Section R703.8 Flashing	
APPLICATION:	agents, existing waterproofing or field applied coating must l	ces must be sound and clean. All release g, dust, loose mortar, paints, other finishes be removed. This can be accomplished with adding, sandblasting, or solvent washing, ion.	



Tremco recommends that surface temperatures be 40° F (5° C) or above at the time the sealant must be applied.

Tooling: Is recommended immediately after application to insure firm, full contact with the joint interface. Dry tooling is preferred. For a cleaner finish, mask the sides of the joint with tape prior to filling.

TremSEAL® Pro

APPLICATION: (continued)	Coverage Rates: 308' of joint per gallon for a ¼' x ¼" (6 mm x 6 mm) joint, which corresponds to approximately 25 linear feet per cartridge.
	Priming: TremSEAL Pro typically adheres to common construction substrates without primers. However, Tremco always recommends that a mock-up or field adhesion test be performed on the actual materials being used on the job to verify the need for a primer, proper cleaning and prep requirements. A description of the field adhesion test can be found in the appendix X1 of ASTM C1193, Standard Guide for Use of Joint Sealants.
	Where required, use Geogard® Primer on porous substrates and AlphaGuard M-Prime for metals or plastics.
	Application: TremSEAL Pro is easy to apply with conventional caulking equipment. Ensure that the closed cell polyethylene backer rod is fitted properly for friction and that any necessary primers have been applied. Avoid three side joint adhesion with either backer rods or bond breaker tape to ensure a long lasting installation.
	Fill the joint completely with a proper width-to-depth ratio, and then tool to ensure intimate contact of sealant with joint substrates. The minimum width and depth of any sealant application should be $\frac{1}{4}$ " x $\frac{1}{4}$ " (6 mm x 6mm). The depth of sealant may be equal to width of joints less than $\frac{1}{2}$ " wide.
SKIN & OVERCOAT TIME:	2 hours with a tack-free time of 6 – 8 hours to significantly reduce dirt attraction.
	Store in original, undamaged packaging in a clean, dry, protected location with temperatures between 40° to 100° F (5°-43° C).
CLEAN UP:	Excess sealant and smears adjacent to the joint interface can be carefully removed with mineral spirits before the sealant cures. Any utensils used for tooling can also be cleaned with mineral spirits.
PRECAUTIONS:	Use with adequate ventilation.
	Always utilize the accompanying SDS for information on Personal Protective Equipment (PPE) and Health Hazards.
TECHNICAL SERVICES:	Your local Tremco Representative, working with the Technical Service Staff, can help analyze conditions and needs to develop recommendations for special applications. The services of the Tremco Research Center, which has earned a unique reputation in weatherproofing technology, complement and extend the services of the Tremco Technical Service Staff.
MAINTENANCE:	Your local Tremco Roofing Representative can provide you with effective maintenance procedures which may vary, depending upon specific conditions. Periodic inspections, early repairs and preventative maintenance are all part of a sound roof program.



TremSEAL® Pro

PHYSICAL PROPERTIES:

PROPERTY TEST METHOD TYPICAL VALUES Solids 98% **Hardness Properties** 40 +/-5 ASTM C661 Skin Time 2 to 3 hr ASTM C679 Tack Free Time 73.4°F (23°C) 50% RH 6 to 8 hr Adhesion to Concrete ASTM C794 35 pli Adhesion to Concrete After ASTM C794 30 pli **Immersion** Movement Capability ASTM C719 +/-50% 350 to 450 psi Tensile Strength ASTM D412 800 to 900% % Elongation ASTM D412 Modulus at 100% ASTM D412 75 to 85 psi 65 to 75 psi Tear Strength ASTM D412 -40° to 180 °F (-40° to 82 °C) Service Temperature 40° to 100 °F (4° to 37 °C) * **Application Temperature** ASTM D3960 40q/l



7078 04/10/17 www.tremcoroofing.com 3735 Green Road Beachwood, Ohio 44122 1.800.852.6013

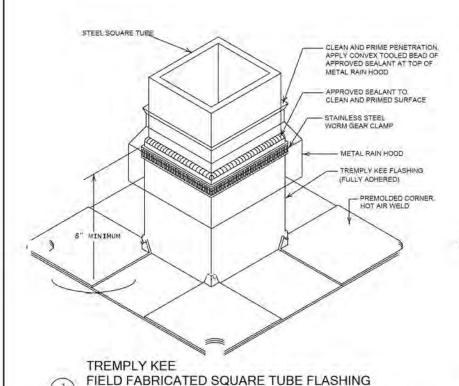


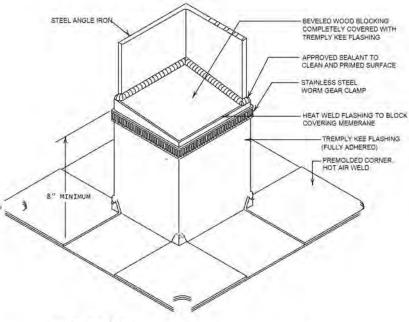
50 Beth Nealson Drive Toronto, Ontario M4H 1M6 1.800.668.9879 TremSEAL is a U.S. registered trademark of Tremco, Inc.

The information provided on this data sheet is effective as of March 2017 and supersedes all previous data concerning this product and its application.

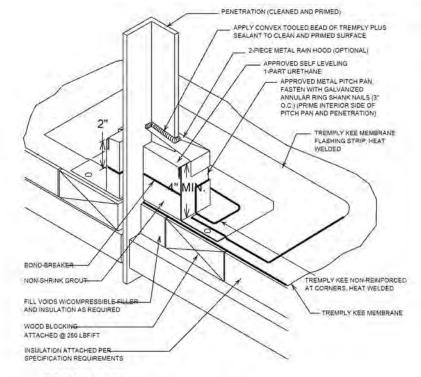
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FIELD FABRICATED ANGLE IRON FLASHING



TREMPLY KEE
PITCH PAN FLASHING (SEE TREMPLY KEE
SPECIFICATIONS FOR CONDITIONS ON USE)

D-2/

STEEL "SCREW-ON" CAP FOR MOUNTING CROSS MEMBERS APPROVED SEALANT STAINLESS STEEL WORM GEAR CLAMP TREMPLY KEE "PRE-MOLDED" FLASHING TREMPLY KEE MEMBRANE TUBULAR STANCHION WITH WELDED BASE AND THREADED TOP HOT AIR WELD WOOD BLOCKING INSULATION ATTACHED PER ATTACHED TO SUBSTRATE SPECIFICATION REQUIREMENTS TREMPLY KEE **ROOF TOP STANCHION**

D-2

CORNER	PERIMETER	CORNE
PERIMETER	FIELD	PERIMETER
	FULLY ADHERED TREMPLY KEE MEMBRANE OVER MECHANICALLY ATTACHED INSULATION.	
CORNER	PERIMETER	CORNE

NOTES

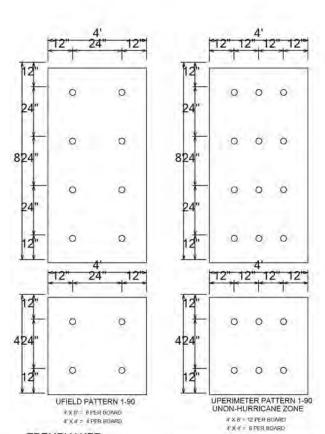
D-2/

TREMPLY KEE

D-2

- PERIMETER AND CORNER WIDTH DIMENSIONS ARE DETERMINED BASED ON THE LESSER PRODUCT DERIVED BY MULTIPLYING THE BUILDING HEIGHT BY .4 (40%) OR THE LESSER BUILDING DIMENSION BY .1 (10%).
- 2. TREMOO APPROVED INSULATION INSTALLED IN THE FIELD OF THE ROOF IS SECURED IN ACCORDANCE WITH THE APPLICABLE CODE RATING REQUIREMENTS AND ENHANCED IN THE PERIMETER AND CORNER AREAS OF THE ROOF BY THE FOLLOWING FACTORS: PERIMETER 50% INCREASE OVER THE FIELD SECUREMENT RATE CORNER 100% INCREASE OVER THE FIELD SECUREMENT RATE

TREMPLY KEE CLASS 1-90 OR LESS M/A INSULATION AND MEMBRANE ADHERED



TREMPLY KEE
ADHERED SYSTEM - MECHANICALLY ATTACHED INSULATION
(2" THICKNESS OR GREATER)

TREMCO
Roofing & Building Maintenance

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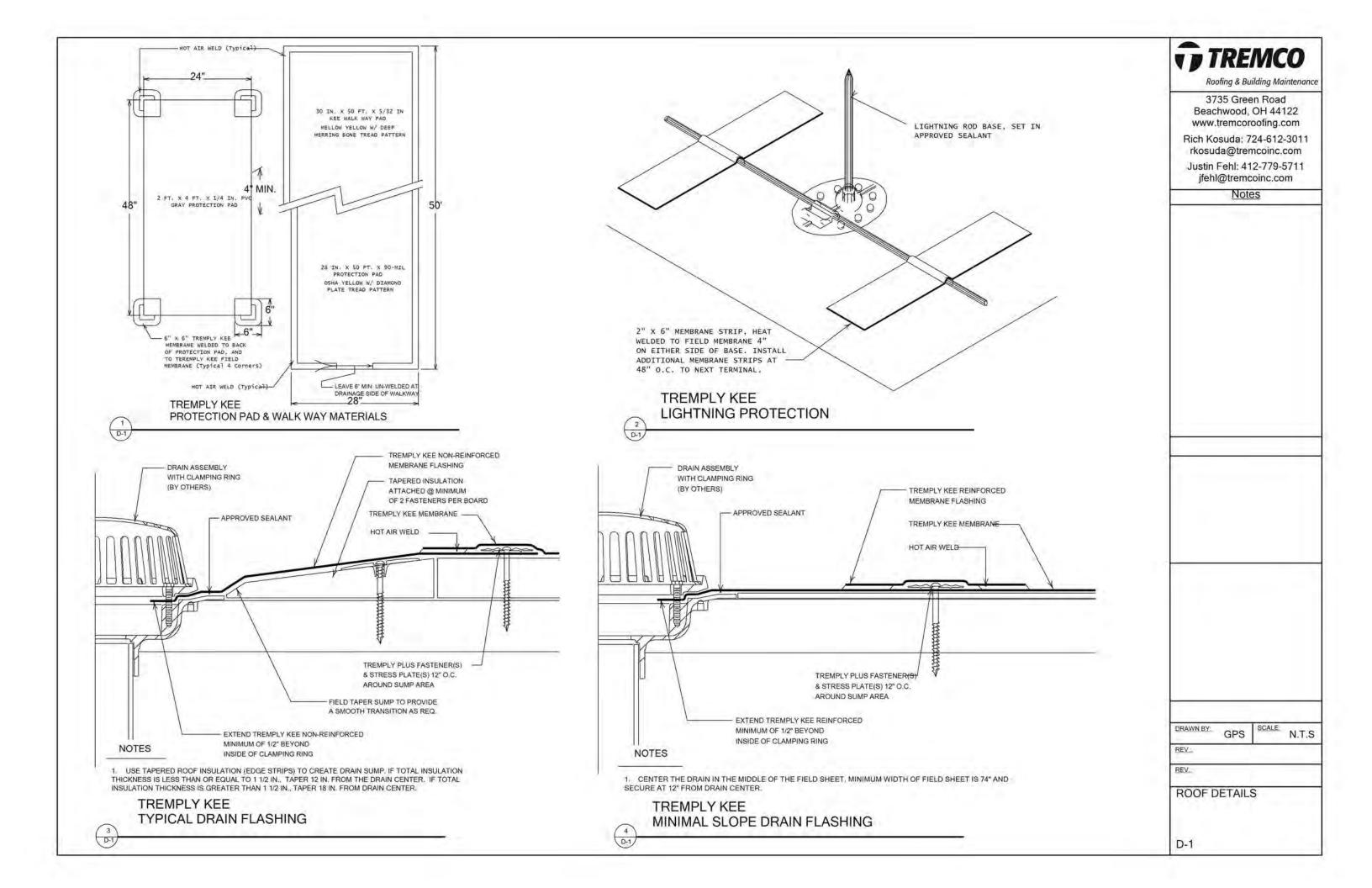
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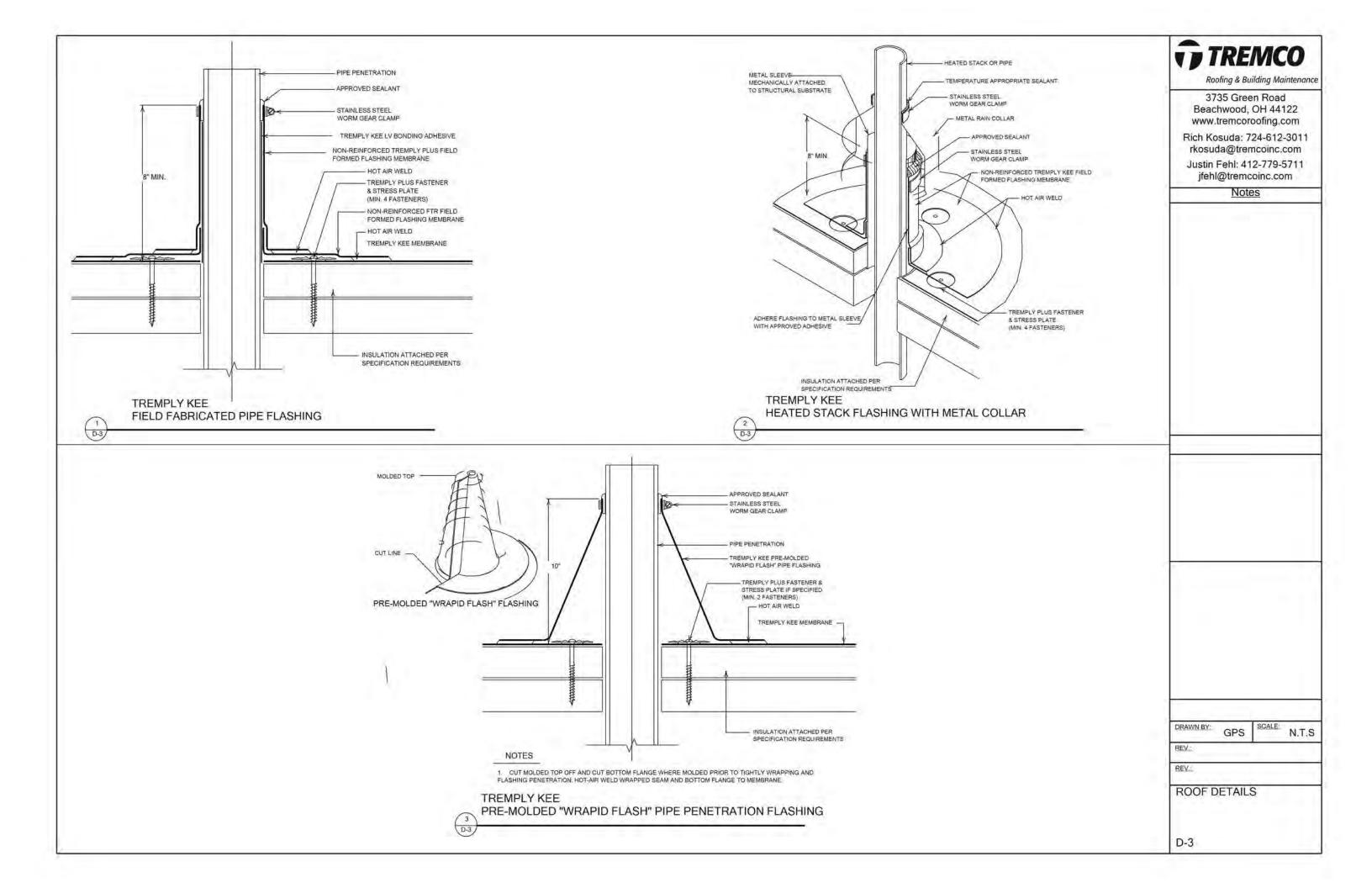
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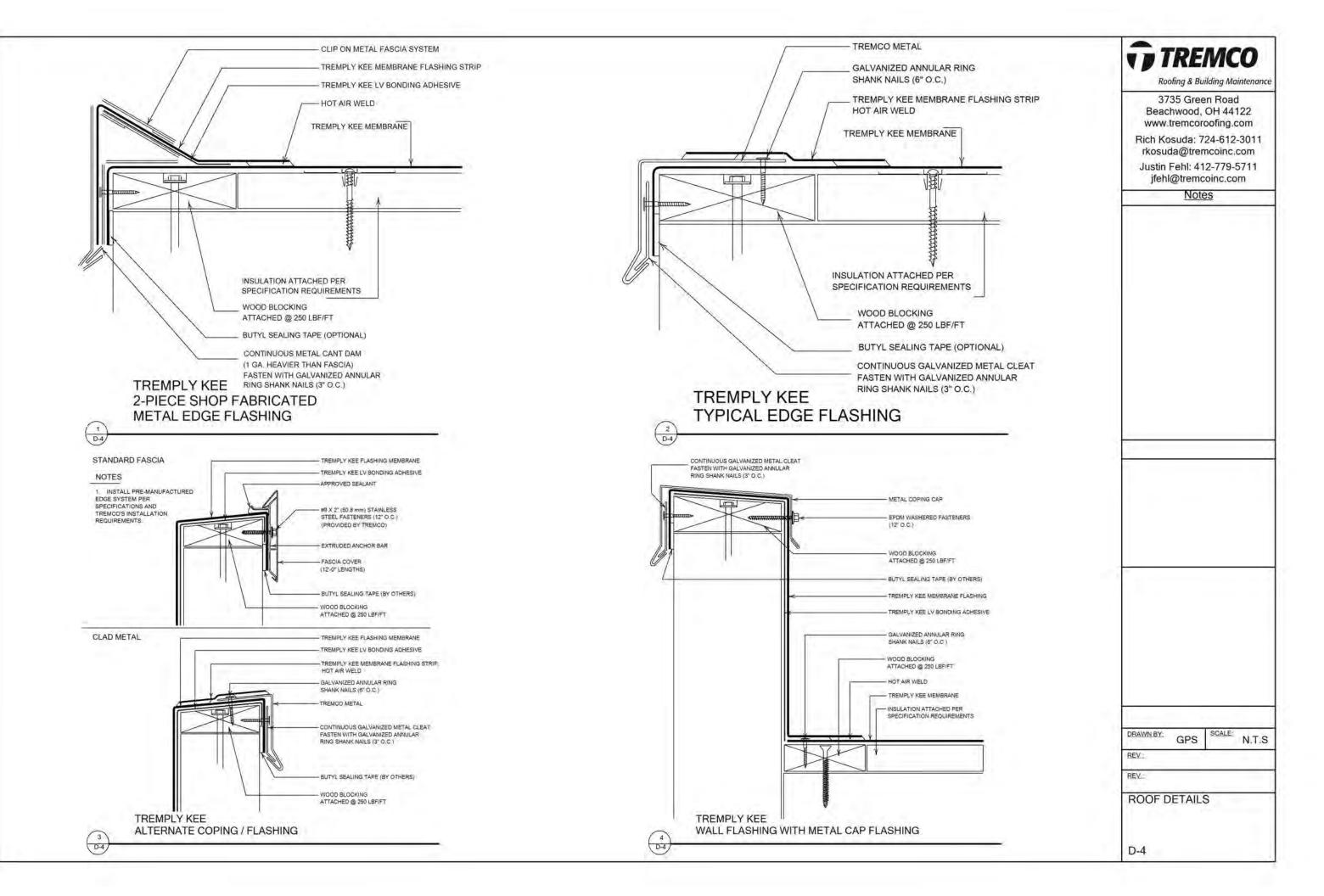
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REV

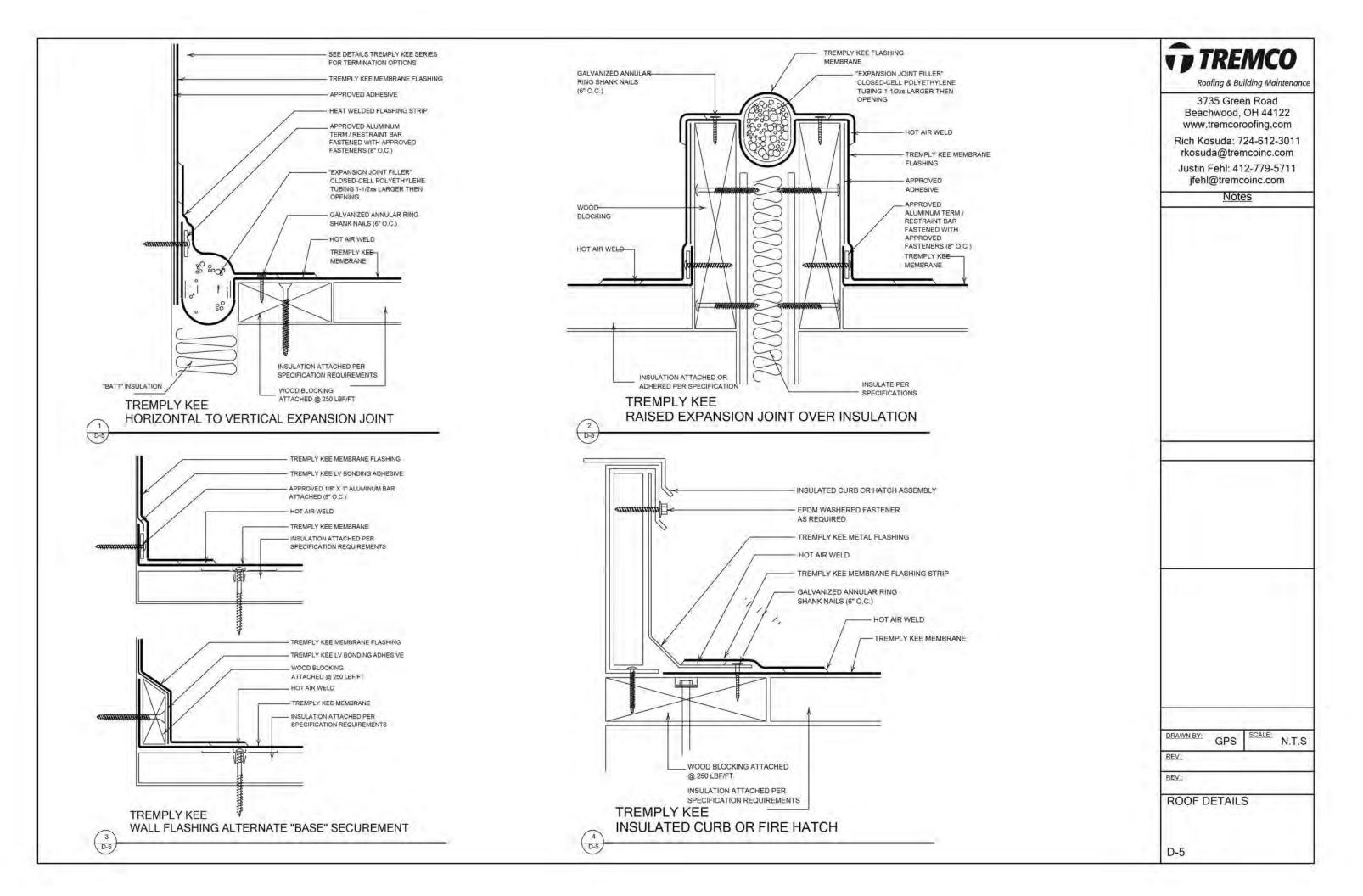
ROOF DETAILS

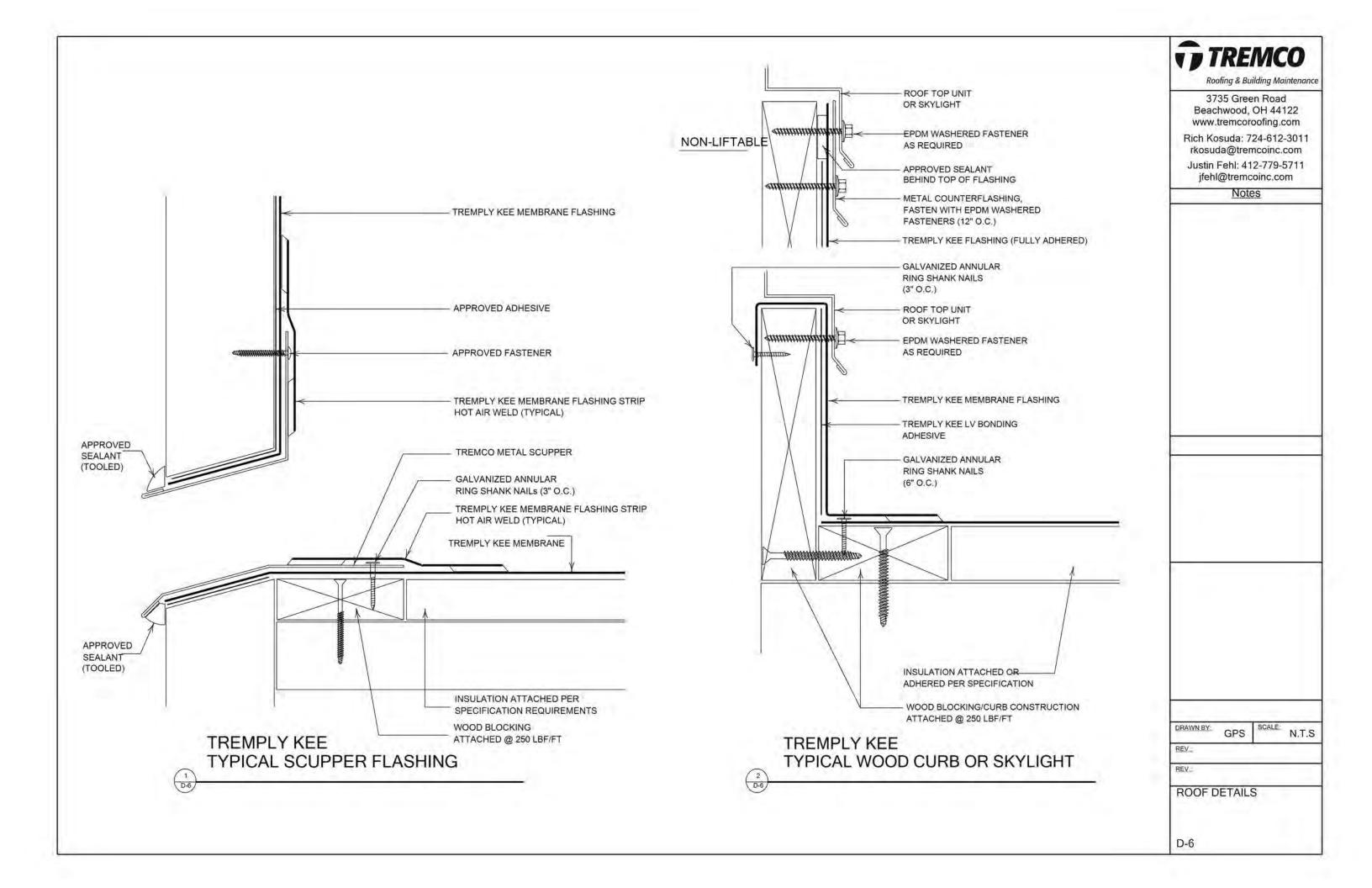
D-2

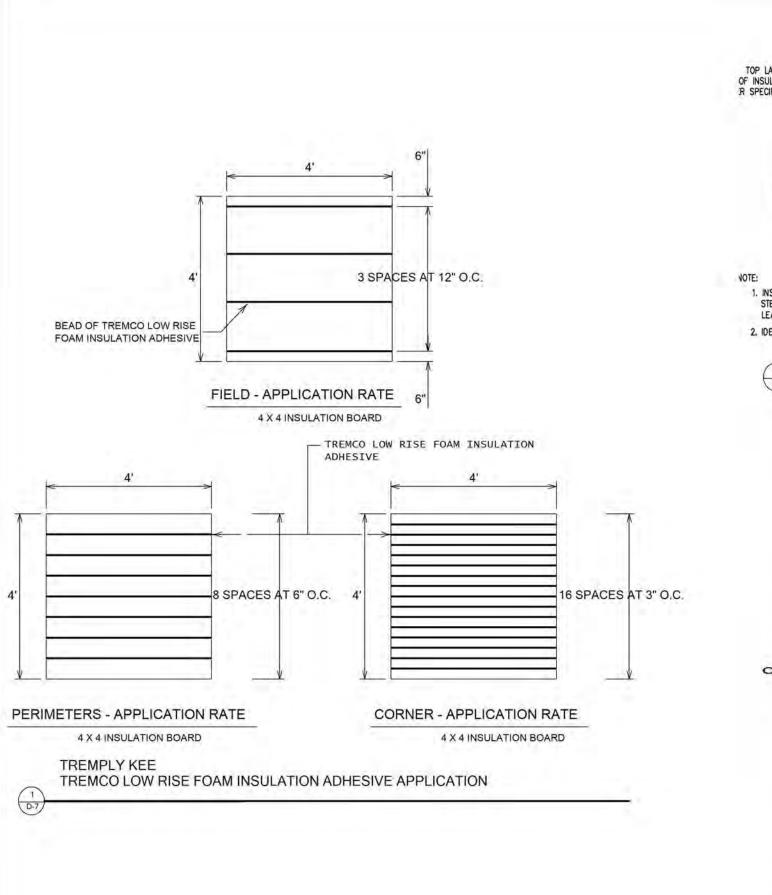




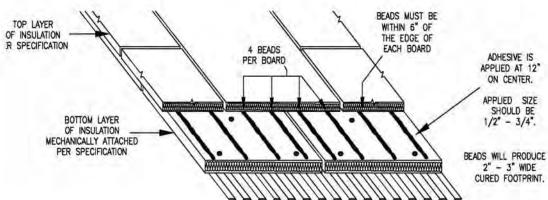








___ STAGGER AND OFFSET___,



Notes

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- INSULATION BOARDS MUST BE PLACED INTO THE ADHESIVE AS SOON AS IT STARTS TO FOAM (WITHIN 15 SECONDS).
 STEP BOARDS INTO PLACE, DO NOT REPOSITION BOARDS ONCE THEY ARE SET. DO NOT PUDDLE OR MOUND THE ADHESIVE AS THIS CALLEAD TO EXCESSIVE RISE AND BOARD SURFACE UNEVENNESS.
- 2. IDEAL AMBIENT TEMPERATURE FOR APPLICATION IS 45" AND RISING. MATERIAL TEMPERATURE MUST BE BETWEEN 70"F AND 85"F.

LOW RISE FOAM INSULATION ADHESIVE

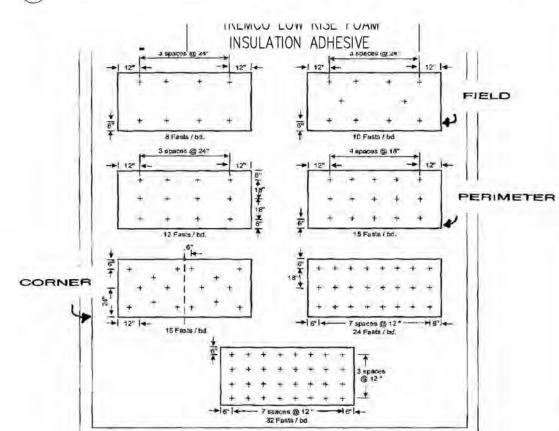


Fig. 6. Festener placement 4 × 8 ft (1.2 × 2.4 m) boards.

Roof Deck Securement and Above-Deck Roof Components
FM Global Property Loss Prevention Data Sheets

FASTENER SPACING PATTERN

D-7

REV.

GPS

N.T.S

ROOF DETAILS

D-7

DRAWN BY

REV.