

City of Auburn, Maine

"Maine's City of Opportunity"

Community Development Program

August 20, 2020

Dear Bidder:

Your firm is invited to submit a bid for renovation of a property owned by **City of Auburn, 60 Court St., Auburn, Maine**. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents.

This project is subject to the **Federal Davis Bacon Wage Act (as amended) of 1974**. All wages will meet the minimum standards of the Department of Labor. See attached provisions and wage rates.

Questions regarding this Request for Bids should be directed to Hal Barter, Housing Coordinator at (207) 333-6601, ext. 1332.

Your **SEALED** bids must be delivered to A. Hal Barter, Community Development Department, 60 Court Street, Auburn, Maine 04210 by **12:00 p.m. on Thursday September 10, 2020** Bids will be opened at 2 o'clock in the Community Development Department Office. Bids received after the opening will be rejected.

There will be a mandatory pre-bid conference at the project site on **Thursday, August 27, 2020 at 1:30 PM.**

This project's specifications begin on page 3 of this bid invitation. Please review the specifications and be prepared to ask questions.

Sincerely,



A. Hal Barter
Housing Coordinator

PROJECT DESCRIPTION

1. **Roof replacement (see attached specifications).**

CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Please submit your bid in a sealed envelope marked **43 Second Street. – Bid #2021-008** on submitted, sealed envelope.
2. Bidders shall use the enclosed bid form. Bids must be completed in full, in ink and must be signed by firm's owner or designated official.
3. Bids may be withdrawn prior to the time set for the official opening.
4. Bids will be opened publicly. Bidders or representatives may be present at the bid opening.
5. The City of Auburn reserves the right to waive any formality and technicality in bids, whichever is deemed best for the interest of the owner. Generally awards will be made to the lowest responsible bidder. The owner, however, reserves the right to accept or reject any or all bids in whole or in part. If the owner does not select the lowest bidder, they will be required by the City to pay any difference in cost out of pocket. In awarding a bid, the owner may consider, but is not be limited to, any of the following factors: bidder qualifications, price, experience, references, bonding, and completion date. A pre-award meeting with the owner will be required prior to their making a final decision to award the bid.
5. Contractors shall be current on all amounts due to the City of Auburn.
6. The contractor must be current with licenses and certification, and must have valid certificates of insurance certificates prior to the City entering into any contract agreement.
7. Contractors are responsible to obtain any required permits and must include the cost in their bid.
8. No contract may be assigned to a subcontractor without the written consent of the owner and Housing Coordinator, or his designee. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.
9. The selected contractor will be required to sign a construction contract. If you have not already reviewed the City of Auburn's contract, please ask to see it prior to submitting a bid.

City of Auburn, Maine

"Maine's City of Opportunity"

Community Development Block Grant

WORK WRITE-UP
PROJECT # 2021- 008

August 19, 2020

OWNER / PROPERTY INFORMATION

City of Auburn (for Boys & Girls Club)
43 Second St
Auburn, ME 04210
Phone: 333-6601 ext. 1332
Cell: 576-5220

CONTRACTOR INFORMATION

Company Name _____
Address _____
Phone _____
Signature _____
Title _____

BID TOTAL (to include any and all fees such as permitting fees) \$ _____

The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction. Submission of a bid is presumptive evidence that the bidder fully understood the entire scope of work required and will be responsible to complete project as defined on specifications provided and explained during the pre-bid meeting for the amount submitted.

LIST ANY SUBCONTRACTORS THAT WILL BE ENLISTED TO PERFORM WORK ON THIS PROJECT. ALL LICENSES, CERTIFICATES AND COPIES OF INSURANCE MUST ALSO BE ATTACHED.

Contractor _____ Phone _____
Address _____

Contractor _____ Phone _____
Address _____

Contractor _____ Phone _____
Address _____

Contractor _____ Phone _____
Address _____

SECTION 21 08 01
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of roofing related building elements for roof replacement for all roof surfaces.

1.02 RELATED REQUIREMENTS

- A. Section 01 00 00 – ADMINISTRATIVE PROVISIONS
- B. Section 01 35 43 – ENVIRONMENTAL PROTECTION
- C. Section 01 73 29 – CUTTING AND PATCHING
- D. Section 07 01 50 – PREPARATION FOR RE-ROOFING

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2009.

1.04 SUBMITTALS

- A. Demolition Plan: Submit demolition plan as specified by OSHA, State of Maine and Local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 SCOPE

- A. Remove portions of existing buildings in the following sequence:
 - 1. As Identified on the Demolition Plan, sheet A1-0.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Provide, erect, and maintain temporary barriers and security devices.
 - 3. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 4. Do not close or obstruct roadways or sidewalks without permit.

5. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
 1. Provide bracing and shoring.
- D. If hazardous materials are discovered during removal operations, stop work and notify Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 1. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
 1. Remove items indicated on drawings.
- C. Protect existing work to remain.
 1. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 2. Repair adjacent construction and finishes damaged during removal work.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 21 08 01

**SECTION 21 08 02
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concealed wood blocking, nailers, and supports.
- B. Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

- A. Section 01 00 00 – ADMINISTRATIVE PROVISIONS
- B. Section 01 35 43 – ENVIRONMENTAL PROTECTION

C. Section 01 73 29 – CUTTING AND PATCHING

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

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

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior or exterior, fasteners shall be as follows:
 - 1. Type 304 or 316 stainless steel.
 - 2. Double hot dipped galvanizing complying with ASTM A153/A153M.
 - 3. Other specially treated corrosion resistant fasteners complying with ASTM A653/A653M, class G185.

3.02 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.

3.03 CLEANING

- A. Waste Disposal:
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.

3. Do not burn scraps that have been pressure treated.
 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or “waste-to-energy” facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
 - C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION 21 08 02

SECTION 21 08 03

PREPARATION FOR RE-ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal of existing membrane roofing system in preparation for a new membrane roof system.
- B. Temporary protection.

1.02 RELATED REQUIREMENTS

- A. Section 01 00 00 – ADMINISTRATIVE PROVISIONS
- B. Section 01 35 43 – ENVIRONMENTAL PROTECTION
- C. Section 01 73 29 – CUTTING AND PATCHING
- D. Section 02 41 00 – DEMOLITION

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Pre-installation Meeting: Convene one week before starting work of this section.
- B. Schedule work to coincide with commencement of installation of new roofing system.
- C. The Contractor shall be fully responsible for maintaining the weather-tight integrity of the roofing and wall systems, including permanent and temporary flashings, during the entire construction period.
- D. The Contractor's responsibilities shall include the cost to repair damage to the existing building's structure, finishes and contents associated with the Contractor's failure to maintain the weather-tight integrity of the roofing and wall systems whether permanent or temporary, at no additional cost to the Owner.

- E. The Contractor shall protect paved areas and lawns around the Building from damage associated with the construction. Costs to repair damage to paved areas and lawns will be deducted from Contractor's final payment to cover Owner's expenses to repair damage. The Owner will determine if damages to lawns are minor or major.

1.04 FIELD CONDITIONS

- A. Do not remove existing roofing membrane when weather conditions threaten the integrity of the building contents or intended continued occupancy.
- B. Maintain continuous temporary protection prior to and during installation of the new roofing system.

1.05 SUBMITTALS

- A. Provide the Owner with a Fall Protection Plan that either meets or exceeds all OSHA requirements prior to the commencement of the work of this section.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Temporary Protection: Sheet polyethylene; provide weights to retain sheeting in position.

PART 3 EXECUTION

3.01 PREPARATION

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

3.02 MATERIAL REMOVAL

- A. Removal of roofing membrane.
- B. Remove damaged insulation and fasteners, cant strips and blocking as indicated on the drawings.
- C. Remove flashing around roof protrusions.

3.03 PROTECTION

- A. Provide temporary protective sheeting over uncovered deck surfaces at all times for maintaining weather-tight integrity of the roofing and wall systems, including permanent and temporary flashings, during the entire construction period.
- B. Provide for surface drainage from sheeting to existing drainage facilities.
- C. Turn sheeting up and over parapets and curbing. Retain sheeting in position with

weights.

- D. Do not permit traffic over unprotected or repaired deck surface.

END OF SECTION 21 08 03

SECTION 21 08 04

ELASTOMERIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Elastomeric roofing membrane, adhered conventional application.
- B. Insulation, flat and tapered.
- C. Flashings.
- D. Roofing: stack boots, expansion joint, walkway pads and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 01 00 00 – ADMINISTRATIVE PROVISIONS
- B. Section 01 35 43 – ENVIRONMENTAL PROTECTION
- C. Section 01 73 29 – CUTTING AND PATCHING
- D. Section 06 10 00 – ROUGH CARPENTRY: Wood nailers and curbs.
- E. Section 07 01 50 – PREPARATION FOR RE-ROOFING.
- F. Section 07 62 00 – SHEET METAL FLASHING AND TRIM: Counterflashings and Cladding.
- G. Section 22 11 19 – PLUMBING SPECIALTIES: Roof drains and retrofit drains.

1.03 REFERENCE STANDARDS

- A. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2014.
- B. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers- Tension; 2006a (Reapproved 2013).
- C. ASTM D570 - Standard Test Method for Water Absorption of Plastics; 1998 (Reapproved 2010).
- D. ASTM D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers; 2000 (Reapproved 2012).
- E. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness; 2005 (Reapproved 2010).
- F. ASTM D4637/D4637M - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane; 2013.

- G. NRCA ML104 - The NRCA Roofing and Waterproofing Manual; National Roofing Contractors Association; Fifth Edition, with interim updates.
- H. ASCE 7 - Minimum Design Loads for Buildings and Other Structures; 2011. The project is located in Auburn, Maine; Basic Wind Speed: 90 MPH; Exposure Factor: C; Importance Factor: II.
- I. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all affected installers; review preparation and installation procedures and coordination and scheduling necessary for related work.

1.05 SUBMITTALS

- A. Product Data: Provide data indicating membrane materials, flashing materials, insulation, surfacing, and fasteners.
- B. Shop Drawings: Indicate joint or termination detail conditions and conditions of interface with other materials.
- C. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Perform work in accordance with NRCA Roofing and Waterproofing Manual and manufacturer's instructions.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- C. Applicator Qualifications: Company specializing in performing the work of this section with minimum 5 years experience and approved by manufacturer.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.
- B. Store products in weather protected environment, clear of ground and moisture.
- C. Protect foam insulation from direct exposure to sunlight.

1.08 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F or above 100 degrees F.
- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.

- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

1.09 WARRANTY

- A. Provide twenty (20) year full system water-tightness, no dollar limit warranty. Warranty shall include wind damage up to 72 MPH per ASCE 7.
- B. Provide five year Roof Installer's Watertight Warranty.
- C. Manufacturer's warranties that require periodic inspections or repairs at the owner's expense to maintain the warranty are not permitted.
- D. All roof curbs, flashing and penetration flashings are covered under the warranty.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. EPDM Membrane Materials:
 - 1. Carlisle SynTec: www.carlislesyntec.com
 - 2. Firestone Building Products, LLC: www.firestonebpco.com
 - 3. GenFlex Roofing Systems, LLC: www.genflex.com
 - 4. Johns Manville: www.jm.com
 - 5. Versico Roofing Systems: www.versico.com

2.02 ROOFING - UNBALLASTED APPLICATIONS

- A. Elastomeric Membrane Roofing: One ply membrane, fully adhered, over insulation.

2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

- A. Membrane: Ethylene-propylene-diene-terpolymer (EPDM); complying with minimum properties of ASTM D4637.
 - 1. Thickness: .060 inch.
 - 2. Sheet Width: 76 inch, minimum; factory-fabricate into largest sheets possible.
 - 3. Color: black.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Flexible Flashing Material: Same material as membrane; conforming to the following:
 - 1. Color: Black.

2.04 INSULATION

- A. Polyisocyanurate Board Insulation: Rigid cellular foam, complying with ASTM C 1289, Constant thickness and tapered insulation, Type II, Class 1, cellulose felt or glass fiber mat both faces; Grade 2 and with the following characteristics:
 - 1. Compressive Strength: 20 psi
 - 2. Board Size: 48 x 96 inch.
 - 3. Board Thickness: Thickness per plan.
 - 4. Tapered Board: Slope as indicated; minimum thickness 1/2 inch; fabricate of fewest layers possible.
 - 5. Thermal Resistance: Minimum R-value of 5.7 per inch, aged value.
 - 6. Board Edges: Square.
 - 7. Manufacturers:

- a. Atlas Roofing Corporation: www.atlasroofing.com
- b. Dow Chemical Co: www.dow.com
- c. GAF Materials Corporation: www.gaf.com
- d. Johns Manville: www.jm.com
- e. Firestone Building Products, LLC: www.firestonebpco.com
- f. Hunter: www.hunterpanels.com
- g. Carlisle SynTec: www.carlislesyntec.com
- h. GenFlex Roofing Systems, LLC: www.genflex.com

2.05 ACCESSORIES

- A. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.
- B. Expansion Joint:
 - 1. Joint Backing: Round closed cell polyethylene/PVC tubing oversized 1-1/2 times larger than joint width.
 - 2. Compressible fiberglass insulation in expansion joint shall be retained by a weather barrier, such as Typar.
- C. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
 - 1. Length as required for thickness of insulation material and penetration of deck substrate, with metal washers.
 - 2. Fasteners into treated wood shall be Type 304 or type 316 stainless steel, double hot dipped galvanizing complying with ASTM A153/A153M or other specially treated corrosion-resistant fasteners complying with ASTM A653/A653M, Class G185.
- D. Membrane Adhesive: As recommended by membrane manufacturer.
- E. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.
- F. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.
- G. Insulation Adhesive: As recommended by insulation manufacturer.
- H. Sealants: As recommended by membrane manufacturer.
- I. Edge Strips (nailers): Wood; pressure preservative treated.
- J. Walkway pads: As recommended by membrane manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.

- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and nailing strips are in place.

3.02 INSULATION - UNDER MEMBRANE

- A. Attachment of Insulation:
 - 1. Mechanically fasten first layer of insulation to deck in accordance with roofing manufacturer's instructions.
- B. Lay subsequent layers of insulation with joints staggered minimum 6 inch from joints of preceding layer.
- C. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- D. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- E. At indicated roof drains, use factory-tapered boards to slope down to roof drains over a minimum distance of 18 inches.
- F. Do not apply more insulation than can be covered with membrane in same day.

3.03 MEMBRANE APPLICATION

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Apply adhesive to substrate for proper adhesion. Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- D. Overlap edges and ends and seal seams by contact adhesive, minimum 6 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge. All lap seams shall be fabricated with 6 inch seam tape.
- E. At intersections with vertical surfaces:
 - 1. Extend membrane up a minimum of 4 inches onto vertical surfaces.
 - 2. Fully adhere flexible flashing over membrane and up to nailing strips.
- F. At gravel stops, extend membrane under gravel stop and to the outside face of the wall.
- G. Around roof penetrations, seal flanges and flashings with flexible flashing.
- H. Coordinate installation of roof drains and sumps and related flashings.

3.04 CLEANING

- A. Remove bituminous markings from finished surfaces.
- B. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.
- C. Repair or replace defaced or damaged finishes caused by work of this section.

3.05 PROTECTION

- A. Protect installed roofing and flashings from construction operations.

- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION 21 08 04

SECTION 21 08 05
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings and counter flashings.

1.02 RELATED REQUIREMENTS

- A. Section 01 00 00 – ADMINISTRATIVE PROVISIONS
- B. Section 01 35 43 – ENVIRONMENTAL PROTECTION
- C. Section 01 73 29 – CUTTING AND PATCHING
- D. Section 06 10 00 – ROUGH CARPENTRY
- E. Section 07 53 00 – ELASTOMERIC MEMBRANE ROOFING
- F. Section 07 90 05 – JOINT SEALERS

1.03 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels; 2013.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.
- C. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2012)e1.
- D. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association; 2012.

1.04 SUBMITTALS

- A. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- B. Warranty: Work of this section shall be included in the warranty of Section 07 53 00 – Elastomeric Membrane Roofing.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual and CDA Copper in Architecture Handbook requirements and standard details, except as otherwise indicated.

- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 5 years of documented experience.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 0.02 inch thick base metal.
- B. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 Gage thick base metal, shop pre-coated with PVDF coating.
 - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: As selected by Owner from manufacturer's standard colors.

2.02 ACCESSORIES

- A. Fasteners:
 - 1. Galvanized steel, with soft EPDM washers.
 - 2. All fasteners into treated wood shall be Type 304 or Type 316 stainless steel, double hot dipped galvanized complying with ASTM A153/A153M or other specially treated corrosion-resistant fasteners complying with ASTM A653/A653M, Class G185.
- B. Primer: Zinc chromate type.
- C. Sealant: Type specified in Section 07 90 05.
- D. Plastic Cement: ASTM D4586, Type I.
- E. Underlayment: All treated wood shall be covered with bituminous self-adhesive underlayment.

2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate flashings to allow toe to extend 2 inches over roofing. Return and brake edges.
- G. Fabricate vertical faces with $\frac{3}{4}$ inch gravel stop and bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- B. Apply plastic cement compound between metal flashings and felt or synthetic flashings.
- C. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Seal metal joints watertight.
- E. Pull-Off Resistance: Tested in accordance with SPRIES-1 and RE-2 to positive and negative design wind pressure as defined by applicable code.

3.02 FIELD QUALITY CONTROL

- A. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION 21 08 05

SECTION 21 08 06

JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sealants and joint backing including pre-compressed foam sealers.

1.02 RELATED REQUIREMENTS

- A. Section 01 00 00 – ADMINISTRATIVE PROVISIONS
- B. Section 01 35 43 – ENVIRONMENTAL PROTECTION
- C. Section 01 73 29 – CUTTING AND PATCHING
- D. Section 07 53 00 – ELASTOMERIC MEMBRANE ROOFING
- E. Section 07 62 00 – SHEET METAL FLASHING AND TRIM

1.03 REFERENCE STANDARDS

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- B. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- C. ASTM C834 - Standard Specification for Latex Sealants; 2010.

1.04 SUBMITTALS

- A. Product Data: Provide product description.
- B. Manufacturer's Installation Instructions: Indicate special procedures.

1.05 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.06 WARRANTY

- A. Correct defective work within a five year period after Date of Substantial Completion.
- B. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight or watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 SEALANTS

- A. Type A - Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, nonskinning, noncuring. Geocel 2300 Tripolymer Sealant or an approved equal is an acceptable product.
 - 1. Applications: Use for:
 - a. Concealed sealant bead in sheet metal work.

2.02 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.02 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Install bond breaker where joint backing is not used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

F. Tool joints concave.

3.03 CLEANING

A. Clean adjacent soiled surfaces.

3.04 PROTECTION

A. Protect sealants until cured.

END OF SECTION 21 08 06

PERMIT FEES \$ _____

TOTAL JOB COST (transfer this number to front page) \$ _____

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

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

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

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

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

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

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

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: ME20200015 07/03/2020

Superseded General Decision Number: ME20190015

State: Maine

Construction Type: Building

County: Androscoggin County in Maine.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/21/2020
3	07/03/2020

CARP1996-003 04/01/2017

Rates Fringes

CARPENTER (Includes Drywall Hanging, Form Work and Metal

Stud Installation).....	\$ 22.42	18.94

ELEC0567-001 01/01/2020		
	Rates	Fringes
ELECTRICIAN		
Teledata Technicians.....	\$ 25.41	17.72

ELEV0004-006 01/01/2020		
	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.42	34.77

IRON0007-035 03/16/2019		
	Rates	Fringes
IRONWORKER (ORNAMENTAL, REINFORCING AND STRUCTURAL).....	\$ 26.01	22.57

* LAB00976-007 06/01/2020		
	Rates	Fringes
LABORER: Common or General (Industrial Work Only).....	\$ 21.01	19.57

SUME2014-024 01/31/2017		
	Rates	Fringes
BRICKLAYER.....	\$ 24.90	10.72
CEMENT MASON/CONCRETE FINISHER...\$	17.65	5.01
Electrician, Excludes Teledata Work.....	\$ 26.67	10.82
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 20.14	2.29
LABORER: Common or General.....	\$ 14.45	2.17
LABORER: Demolition.....	\$ 18.20	5.05
LABORER: Mason Tender - Brick...\$	19.16	3.56

MILLWRIGHT.....	\$ 22.17	7.75
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 31.38	5.91
OPERATOR: Crane.....	\$ 23.33	0.00
PAINTER (Brush and Roller).....	\$ 15.38	2.95
PAINTER: Spray.....	\$ 17.47	2.22
PLUMBER, Includes HVAC Pipe Installation.....	\$ 22.00	4.53
ROOFER.....	\$ 19.86	2.31
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 17.30	2.35

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"