



**TOWN OF LINCOLN
INVITATION TO BID**

**Lincoln Rescue Station Roof
RFP #2020-02**

Sealed bids are due by 10:00 am on Monday, July 1, 2019



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LINCOLN RESCUE STATION ROOF

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**TOWN OF LINCOLN
INVITATION TO BID
LINCOLN RESCUE STATION ROOF
RFP #2020-02**

BID OPENING DATE: MONDAY, JULY 1, 2019

TIME: 10:00 AM

LOCATION: TOWN OF LINCOLN
100 OLD RIVER ROAD
LINCOLN, RI 02865

PRESENT BIDS TO: JOHN WARD, FINANCE DIRECTOR
TOWN OF LINCOLN
100 OLD RIVER ROAD
P.O. BOX 100
LINCOLN, RI 02865

PRE-BID MEETING: THURSDAY JUNE 13, 2019 AT 10:00 AM
AT THE PROJECT LOCATION – 224 FRONT STREET,
LINCOLN, RI

Bid forms and specifications may be obtained online at <http://www.lincolnri.org/departments/list/purchasing.php#mobiletarget> or from the Purchasing Agent in the Finance Office at the Lincoln Town Hall, 100 Old River Road, Lincoln, RI, between the hours of 8:30 am and 4:30 pm weekdays.

Questions may be emailed to Leslie Quish at lquish@lincolnri.org by the end of the day on June 19, 2019. Questions will be answered and an addendum emailed to all bidders by end of day on June 21, 2019.



**TOWN OF LINCOLN
INVITATION TO BID
LINCOLN RESCUE STATION ROOF
RFP # 2020-02**

The Town of Lincoln, RI invites sealed bids from qualified companies for the removal and replacement of the roof at the Lonsdale Rescue Station located at 224 Front Street, Lincoln, RI. Sealed bids will be received by the Purchasing Agent until **10:00 a.m. on Monday, July 1, 2019**, at which time they will be opened publicly and read at the Town of Lincoln Council Chambers in the Lincoln Town Hall. A pre-bid meeting will be held on **Thursday, June 13, 2019, at 10:00 a.m.** The meeting will be held at the rescue building located at 224 Front Street, Lincoln, RI.

The contractor selected for the above project shall be required to enter into a contract with the Town. Such contract shall require the posting of performance and payment bonds, the submittal of insurance certificates, the compliance with Federal, State and Local Laws and ordinances, including the payment of prevailing wages. Bid surety in the form of a bank check, bid bond or certified check in the amount of five percent (5%) of the total bid price must be submitted with each bid.

The invitation to bid will be available at the Purchasing Office, Lincoln Town Hall, 100 Old River Road, Lincoln, RI 02865, between the hours of 8:30 a.m. and 4:30 p.m or online at <http://www.lincolnri.org/departments/list/purchasing.php#mobiletarget>. Two (2) copies of the submitted bids are to be placed in a sealed envelope and clearly marked "**LINCOLN RESCUE STATION ROOF**" and be addressed to John Ward, Finance Director, c/o Town of Lincoln, 100 Old River Road, P.O. Box 100, Lincoln, RI 02865. No proposals will be accepted after the date and time specified. The Town of Lincoln reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of the town of Lincoln. Individuals requesting interpreter service for the hearing impaired must request such service 72 hours in advance of this scheduled opening.

John Ward – Finance Director
Town of Lincoln, RI



TOWN OF LINCOLN GENERAL SPECIFICATIONS

1. SUBMITTAL

Sealed bids (proposals) will be accepted in the office of the Finance Director, Town Hall, Lincoln, Rhode Island, until the time indicated on the attached advertisement for bids, for the commodities, equipment or services listed in the specifications; and will be then publicly opened and read at the prescribed time in the Town Hall Council Chambers.

2. FORM OF BID

Proposals shall be submitted on the bid form provided within the invitation to bid package. The bidder is to copy the form, fill it out, and submit it in duplicate with the 5% bid bond and the list of references.

3. SUBMISSION OF BIDS

- a) Envelopes containing bids must be sealed and addressed to the Finance Director, Lincoln Town Hall, 100 Old River Road, P.O. Box 100, Lincoln, RI 02865 and must be marked with the name and address of the bidder, date and hour of opening, and name of item in bid call.
- b) The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- c) Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephone bids, amendments, or withdrawals will not be accepted.
- d) Unless otherwise specified, no bid may be withdrawn for a period of thirty (30) days from time of bid opening.
- e) Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

- f) Proposals received prior to the time opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.
- g) Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

4. RHODE ISLAND SALES TAX

The Town is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended.

5. FEDERAL EXCISE TAXES

The Town is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

6. QUALIFICATION OF BIDDERS

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the Town with all such information and date for the purpose as may be requested.

7. ADDENDA AND INTERPRETATIONS

No interpretation on the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretations should be in writing and emailed to lquish@lincolnri.org by the end of day on Wednesday, June 19, 2019. Questions will be answered and an Addendum will be emailed to all bidders by the end of day on Friday, June 21, 2019.

8. DELIVERY

All bids are to be **From Origin of Business** to various locations within the Town of Lincoln, delivery to be supplied with the Purchase Order. No extra charges for delivery, handling or other services will be honored. Only inside delivery and set-up, where required, will be accepted. **TAILGATE DELIVERIES WILL BE REFUSED.** The vendor must notify the Town of Lincoln 24 hours prior to delivery. All claims for damage in transit shall be the responsibility of the successful bidder. The Town will not make payment on damaged goods, they must be replaced or adjustments made at the option of the Town. The Town of Lincoln is only represented by the Finance Director in these matters and that division, or its appointed representative or agent, shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.

Bid price, where applicable, is to include the cost of uncrating and setting in place. Bid price, where applicable, is to include installation.

9. BID SECURITY

Each bid must be accompanied by bid security in the form of certified check, cashier's check, treasurer's check, or bid bond in the amount of five (5%) percent of the total bid.

NOTICE TO VENDORS

1. Contracts shall be awarded by the Town Council to the lowest responsible bidder. In determining “lowest responsible bidder”, in addition to price, the Town Council may consider:
 - The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - Whether the bidder can perform the contract or provide the service promptly or within the time specified without delay or interference;
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - The quality of performance of previous contracts or services;
 - Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - The quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - The ability of the bidder to provide future maintenance and service for the use of the subject contract;
 - The number and scope of conditions attached to the bid.
2. No proposal will be accepted if made in collusion with any other bidder.
3. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with RI General Laws (as amended), Sections 7-1.1-99, 7-1.1-105, and 7-1.1-106.
4. The Town of Lincoln reserves the right to reject any and all bid(s).
5. In determining the lowest responsible bidder, cash discounts for payment less than thirty (30) days will not be considered.

6. Where prices are the same, the Town of Lincoln reserves the right to award to one bidder, or to split the award.
7. Competitive prices may be obtained by all bidders attending formal bid opening. After a reasonable lapse of time, tabulation bids may be seen by applying in person at the Finance Department. Telephone or written requests for the above will not be honored.
8. As the Town of Lincoln is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will govern.
10. The contractor will not be permitted to either assign or underlet the contract nor assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the Finance Director.
11. Delivery dates must be shown in your bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
12. A certificate of insurance shall be required of a successful vendor.
- 13. Bids may be submitted on an “approved equal” in quality basis. We reserve the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.**
14. All vendors doing business within the Town are subject to the requirements as stated in the code of Ethics as established by the Town Ordinance No. 92-15 (9/22/92).
15. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Laws concerning payment of prevailing wage rates apply. (See RI General Laws Section 37-13-1 et seq., as amended).
16. No goods should be delivered or work started without a Purchase Order.
17. The Town requests that you submit one original and one copy of your bid.
18. Compensation to the contractor for professional services shall be based upon and measured by the following elements which are set forth below:
 - The successful bidder will submit to the Town of Lincoln an invoice for each completed project no later than the 2nd week of every month. This invoice will then be added to the Town Council agenda; the council meeting is the 3rd Tuesday of every month. Following the review and acceptance of the Invoice by the Town Council, a payment will be made to the Contractor within 30 days.

- **Additional Work.** If, during the performance of this Agreement, other or additional services are required for this contract, the Town may order the Contractor to perform such additional services, payment to the Contractor for the same shall be as provided above. In order to be eligible for payment for additional services, Contractor must receive, prior to commencement of work, authorization from the Town of Lincoln.
- **Abandonment of Project.** If the Town of Lincoln shall at any time during the performance of this Agreement, deem it necessary for the Town to abandon or involuntarily defer the work under this Agreement, the Contractor shall be entitled to compensation for any work uncompensated, work performed prior to such time. Or compensation shall be withheld if the Town deems the work performed of poor quality.
- **Termination.** In the event that either party shall default in its obligations to perform in accordance with this Agreement, the other party may demand, in writing to terminate this Agreement by giving 48 hours written notice.

END OF SECTION

LINCOLN RESCUE STATION ROOF
RFP #2020-02
BID FORM

BASE BID:

All labor, materials, services and equipment necessary for completion of the Work described in the Documents.

_____ \$ _____
 (Price in Words)

Bid Alternates

Bid Alternate No 1:	Unit	Quantity	Unit Price (Figures)	Extended Price (Figures)
Provide price to remove and replace each 4x8 sheet of roof decking	Sheet	1	\$ _____	\$ _____

In submitting this Bid, Bidder represents the following:

- A. The above prices include all labor, materials, tools, equipment, overhead, profit, insurances, etc. to cover the finished work of the several kinds called for.
- B. Bidder has examined and carefully studied the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
- C. Bidder does not consider that any further examinations or information are necessary for the determination of this Bid.
- D. Bidder is aware of the general nature of work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- E. Bidder has given the Owner notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution from the Owner is acceptable to Bidder.
- F. The Bidding Documents are sufficient to convey understanding of the performance of the Work for which this Bid is submitted.

- G. Bidder represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- H. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid
- I. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- J. Bidder has not sought by collusion to obtain for itself any advantage over any other.

This Bid is submitted by:

Name of Authorized Representative _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Business Name _____

Business address: _____

Phone No.: _____ FAX No.: _____

State Contractor License No. _____

Seal (if bid is by Corporation):

SUBMITTED on _____, 2019.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the Town of Lincoln, R.I., as OWNER in the penal sum of _____ (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____ 2019.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Lincoln, Lincoln Rhode Island, a certain BID, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the **LINCOLN RESCUE STATION ROOF**.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time with which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Notary

_____ and

Principal

Seal

Surety

IMPORTANT: - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

REFERENCES OF SIMILAR JOBS COMPLETED

The contractor shall provide the Town of Lincoln a list of any completed jobs that are similar in type. List the project(s), location(s), and contact information for each job.



SCOPE OF WORK

Proposed work in this Contract is for the Lincoln Rescue Station, located at 224 Front St., Lincoln, Rhode Island. The work included in this contract is detailed in the enclosed Section 075419-Polyvinyl Chloride (PVC) Membrane Roofing specification and generally includes, but is not limited to, the following. Unless stated, all work shall be included in the lump sum base bid price.

1. Verify all building dimensions to complete the scope of work.
2. Remove and dispose existing tar and gravel roof. All material removal shall comply with State and Local codes and requirements and shall be disposed of in a legal manner. See Asbestos Test Results included in this RFP.
3. Remove and replace wood decking as directed by the Town of Lincoln once decking is exposed (Bid Alternate No. 1).
4. Furnish and install new pressure-treated wood nailer on perimeter of roof where needed to match new insulation height.
5. Furnish and install insulation board with minimum R-value of 34.8. Maximum thickness of insulation package shall be 3 inches. Insulation shall be installed in multiple layers. Insulation shall be mechanically fastened to wood deck as described within the specifications. Insulation shall be tapered to drain.
6. Adjust elevation of existing drain to receive roof runoff. Add additional drains and piping if needed for proper drainage.
7. Furnish and install sheet flashing.
8. Furnish and install new Johns Manville PVC Roofing Membrane (60 MILS thick) with all applicable accessories and auxiliary items, or approved equal, fully adhered to insulation.
9. All materials shall be furnished and installed in accordance with the specifications and manufactures requirements. Installation must be inspected and approved by Johns Manville Technical Representative.
10. Clean all contaminants from building and surrounding areas; remove trash, debris, equipment from project site and surrounding areas; and repair or replace damaged building components or surrounding areas to the satisfaction of the Town.

SPECIAL REQUIREMENTS

- A. The Contractor shall be a licensed contractor; shall have a fully staffed office within 50 miles of job site; and shall have at least five years experience in installing specified system.
- B. A written report must be provided by a Technical Representative employed by roofing system manufacturer. Contractor shall complete any necessary repairs required for issuance of warranty.
- C. Do not begin work when inclement weather is forecast to occur prior to the anticipated time of completion of the work item.
- D. The Contractor shall be responsible for verifying the existing and forecasted weather

- conditions to determine when the conditions are acceptable for removal of the existing roofing system.
- E. The Contractor shall be prepared at all times to protect any uncompleted work from the rapid changes in the weather. If work continues during sudden rains the Contractor shall be responsible to protect the interior of the building.
 - F. Such contract shall require the posting of performance and payment bonds in the amount of 100% of the awarded contract value, the submittal of insurance certificates, and compliance with Federal, State and Local Laws and ordinances, including the payment of prevailing wages. Bid surety in the form of a bank check, bid bond or certified check in the amount of five percent (5%) of the total base bid price must be submitted with each bid. The attention of the prospective bidders is drawn to the requirement of paying prevailing wages.

END OF SECTION

MUNICIPAL CONTRACT ADDENDUM
RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING
PREVAILING WAGE REQUIREMENTS
(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
12. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: _____

Title: _____

Subscribed and sworn before me this ____ day of _____, 20__.

Notary Public

My commission expires: _____

APPENDIX A

TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-5

§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due. – A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages.

– (a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DIVISION OF PROFESSIONAL REGULATIONS**

RULES AND REGULATIONS RELATING TO PREVAILING WAGES

- 1) Any contractor who has been awarded a contract for a public works project in excess of One Thousand Dollars (\$1,000), or any subcontractor performing work on said project, shall be liable for the payment of the applicable Prevailing Wage amount listed in the General Wage Decisions (Davis-Bacon Wage Determinations) regardless of whether or not the prevailing wages were listed in the contract between the contractor and the awarding authority of the state or political sub-division, as required by law. The Fringe Benefit Credit amount listed in the applicable General Wage Decisions (Davis-Bacon Wage Determinations) must always be paid in full as either a bona fide Fringe Benefit Credit or cash equivalent or both.
- 2) Any contractor who has been awarded a contract for a public works project in excess of One Thousand Dollars (\$1,000), shall be liable for the payment of prevailing wages regardless of whether or not a subcontractor may be the primary obligor. The contractor shall ensure that a subcontractor pays the prevailing wage to its employees and otherwise complies with the provisions of R. I. Gen. Laws §§ 37-13-1, *et seq.*
- 3) Pursuant to R. I. Gen. Laws § 37-13-4, all public works projects shall be done by contract. Before awarding a contract for a public works project, an awarding authority shall first determine from the Department of Labor and Training's website, Debarment List, whether the proposed contractor has been debarred under R. I. Gen. Laws § 37-13-14.1 and shall then disqualify all such debarred contractors. In addition, the awarding authority shall notify all bidders that the Prevailing Wage is required as a condition of the contract.
- 4) All alleged violations of noncompliance with Chapter 13 of Title 37 of the General Laws of Rhode Island shall be made in writing, and on forms issued by the Department of Labor and Training. The written complaints must be filed with the Department of Labor and Training on the Department's written complaint form within twenty-four (24) months of the completion of the project.
- 5) For apprentices registered pursuant to R. I. Gen. Laws § 28-45-1, *et seq.*, a percentage of the Base Hourly Rate of Pay must be taken in accordance with the scale listed in the apprentice's apprenticeship agreement. If the employee is not registered as an apprentice pursuant to R. I. Gen. Laws § 28-45-1, *et seq.*, then the employee must be paid the full Prevailing Wage according to the General Wage Decisions (Davis-Bacon Wage Determinations) for the classification of the work actually performed. Moreover, all general contractors and subcontractors who perform work on any public works contract awarded by the state and valued at One Million Dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journey person ratio for each trade approved by the Department of Labor and Training. State awarding authorities may determine

from the Department of Labor and Training's website, whether all contractors and subcontractors have a registered apprenticeship program. Apprentices found to be working outside of the applicable journey person to apprentice job site ratios shall be paid at the full applicable journey person Prevailing Wage. See Appendix A, Job Site Ratios for Licensed and Unlicensed Trades, Rules and Regulations Relating to Labor Standards for the Registration of Apprenticeship Programs Under Title 28, Chapter 45, Apprenticeship Programs in Trade & Industry.

- 6) Any proceeding to debar a contractor from bidding on a public works project under the provisions of R. I. Gen. Laws § 37-13-14.1, may be brought against the principals, officers, or successors in interest of such contractor, where such principals, officers or successors in interest are responsible for the violation of the prevailing wage requirements.
- 7) The Department of Labor and Training will be guided by the General Wage Decisions (Davis-Bacon wage determinations) in accordance with R. I. Gen. Laws § 37-13-8.
- 8) In order to comply with R. I. Gen. Laws § 37-13-13, contractors and subcontractors shall execute a fully completed RI Certified Weekly Payroll Form, Appendix A, for each week of work performed on the project and shall furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month. However, federal forms may be submitted to the Rhode Island Department of Transportation. If the Department of Labor and Training investigates any contractor awarded a contract from the Rhode Island Department of Transportation, the contractor shall furnish the Department of Labor and Training a fully executed certified payroll on the RI Certified Weekly Payroll Form, Appendix A, within ten (10) days of request. All awarding authorities shall furnish the Department of Labor and Training any requested certified payroll within ten days of request. The Department of Labor and Training may impose a penalty of up to Five Hundred Dollars (\$500) for each calendar day of noncompliance with this section.
- 9) In compliance with R. I. Gen. Laws § 37-13-13, when the general or primary contract is One Million Dollars (\$1,000,000) or more, each contractor or subcontractor shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log, Appendix B, listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, contractors must furnish both the Rhode Island Certified Prevailing Wage Daily Log, Appendix B, together with the Rhode Island Weekly Certified Payroll, Appendix A, to the appropriate awarding authority. The Department of Labor and Training may impose a penalty of up to Five Hundred Dollars (\$500) for each calendar day of noncompliance with this section; mere errors or omissions in the RI Certified Prevailing Wage Daily Log shall not be grounds for imposing a penalty under this section.

- 10) The Director of Labor and Training may enter into consent agreements with contractors and/or subcontractors to resolve all issues under R. I. Gen. Laws §§ 37-13-1, *et seq.*
- 11) In enforcing the provisions of Chapter 13 of Title 37, when any contractor or subcontractor fails to comply with R. I. Gen. Laws § 37-13-13(a) and (b), the Director of Labor and Training may order an awarding authority to withhold all future payments until such time as the contractor or subcontractor has fully complied. The amount withheld from any subcontractor shall be proportionate to the amount attributed or due the offending subcontractor as determined by the awarding authority.
- 12) All service and maintenance contracts with the State of Rhode Island or political subdivision therefore shall comply with the provisions of Chapter 13 of Title 37 where the contract price exceeds One Thousand Dollars (\$1,000) and the work includes alterations, installation, repairs or construction. *See* “Definitions” herein for exceptions.
- 13) Each contractor awarded a contract with a contract price in excess of One Thousand Dollars (\$1000) for public works, each subcontractor who performs work on public works and each awarding authority awarding any such contract, shall keep those certified weekly payroll records required by R. I. Gen. Laws § 37-13-13 and on the forms set forth in Regulation 8 above, in a safe and secure location for a period of five (5) years from the date such work was performed. Certified weekly payroll records shall be made available to the Director of the Department of Labor and Training within ten (10) days of request to any contractor, subcontractor, or awarding authority.
- 14) The prevailing rate of wages and payments made to or on behalf of employees, as set forth in Chapter 13 of Title 37, for general contractors and subcontractors, shall be determined as of the date of the awarding of the contract for public works to the general contractor and shall remain effective until such time as those rates are modified pursuant to R. I. Gen. Laws § 37-13-8.
- 15) The Department of Labor and Training, in making its investigation and determination of prevailing wages pursuant to R. I. Gen. Laws § 37-13-8, shall not determine or address jurisdictional disputes between trade or trades.
- 16) All alleged violations of non-compliance with Chapter 13 of Title 37 filed with the Department of Labor and Training shall include information sufficient to establish a prima facie claim, and the Department may reject any complaint that does not establish such claim. This information shall include, but shall not be limited to: evidence of the actual work performed by the employee(s) involved in the complaint; the location(s) and the exact date(s) the work in question was performed; verification of the funding source; and evidence that the correct prevailing wage was not in fact received.
- 17) The Director of Labor and Training hereby adopts the United States Department of Labor’s definition of bona fide fringe benefit credits. These benefits may include medical or hospital coverage, life insurance, disability insurance (not

workers' compensation), pension, 401k, apprentice costs (books, tuition) or holiday, sick, vacation/personal time. State mandated unemployment insurance, travel, gas reimbursement, company vehicle, uniforms and discretionary bonuses are not bona-fide fringe benefits. In addition, in order for the plan to be acceptable, the following stipulations must be met:

- Contributions must be irrevocable and for the employee's benefit;
- Contributions must be made regularly and at least on a quarterly basis;
- Contributions must not be required by law (i.e.: taxes, workers' compensation, social security, etc.);
- Contributions made for fringe benefit plans for prevailing wage work may not be used to fund the plan for periods of non-prevailing wage work;
- The amount of contributions for fringe benefits must be paid irrevocably to a trustee or third party.

If the fringe benefits are anticipated to be paid from general assets of the contractor (ex. holidays, sick and vacation days, profit sharing, etc.), the contractor must set aside, in an escrow account the amount of money the contractor plans to claim as a fringe benefit credit for the prevailing wage project. For example, if a contractor wants to claim credit for 10 paid holidays per year, the contractor must calculate the amount that will be paid (10 holidays x 8 hours x \$10/hour = \$800) and place those funds in an escrow account. In the event that an employee leaves the company before the end of the calendar year and prior to the completion of the project, any remaining escrowed funds must be paid to the employee. The allowable hourly credit must be determined separately and documented for each employee since the credit is based on figures that will usually vary for each individual, depending on their benefit contribution amount, type of benefits, hours worked, etc. In addition, only the employer's contribution toward a benefit may be used to calculate the allowable hourly credit.

- 18) Owners, supervisors, or foremen performing manual work on the public works site must be documented as employees on the contractor's RI Certified Weekly Payroll Form, Appendix A, which must show payment of the applicable prevailing wage rate.
- 19) Pursuant to R. I. Gen. Laws § 37-13-10, overtime shall be calculated on the Base Hourly Rate of Pay listed in the General Wage Decisions (Davis-Bacon Wage Determinations) and not the Fringe Benefit Credit amount. The full Fringe Benefit Credit amount listed in the General Wage Decisions (Davis-Bacon Wage Determinations) must be added to the adjusted Base Hourly Rate of Pay.

20) Pursuant to R.I. Gen. Laws §§ 37-13-2 and 37-13-3.1, all general contractors and subcontractors who bid and/or perform work on state public works projects valued at One Million Dollars (\$1,000,000) or more shall employ apprentices and shall be subject to the following provisions:

A) Bidding

- i) Pursuant to R. I. Gen. Laws § 37-13-2, any person, firm, or corporation bidding on a state public works contract (“general contractor”) valued at One Million Dollars (\$1,000,000) or more shall certify their ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
- ii) If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Rule 5 herein.
- iii) Prior to bidding on a state public works contract valued at One Million Dollars (\$1,000,000) or more, the general contractor shall certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Certification Form. The general contractor shall meet one of the qualifications identified on said form. The general contractor shall attach said form to his/her application to bid and submit to the awarding authority.
- iv) No contract award for a state public works contract valued at One Million Dollars (\$1,000,000) or more shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Certification Form.

B) Awarding

- i) Pursuant to R. I. Gen. Laws § 37-13-3.1, all general contractors who perform work on any public works contract awarded by the state and valued at One Million Dollars (\$ 1,000,000) or more shall certify their ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
- ii) If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Rule 5 herein.
- iii) Prior to the award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, the general contractor who will perform the work shall re-certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Re-Certification and Certification Form. The general contractor shall meet one of the qualifications identified in Part A of said form.

- iv) The general contractor who will perform work on the state public works project only through the use of subcontractors shall certify compliance with the apprenticeship requirements by completing the “non-performance” qualification of Part A of said form. Whether the general contractor or its subcontractors are performing work on the project, the general contractor shall certify that the subcontractors performing work on the project are in compliance with the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1 by completing Part B of said form. General contractors shall submit said form to the awarding authority.
- v) No contract award shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Re-Certification and Certification Form.

C) Awarding & Subcontractors

- i) Pursuant to R. I. Gen. Laws § 37-13-3.1, any subcontractor who performs work on any public works contract awarded by the state and valued at One Million Dollars (\$ 1,000,000) or more shall certify its ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
- ii) If subcontractors employ apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for subcontractors to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Regulation 5 herein.
- iii) Prior to the award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, all subcontractors who will perform work on the project shall certify compliance with the apprenticeship requirements by fully executing a Subcontractor Apprenticeship Certification Form. The subcontractor shall meet one of the qualifications identified in Part A of said form.
- iv) The subcontractor who will perform work on the state public works project only through the use of subcontractors shall certify compliance with the apprenticeship requirements by completing the “non-performance” qualification of Part A of said form. Whether the subcontractor or its subcontractors are performing work on the project, the subcontractor shall certify that the subcontractors performing work on the project are in compliance with the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1 by completing Part B of said form. Subcontractors shall submit said form to the general contractor and/or hiring subcontractor for submission to the awarding authority.
- v) For state public works contracts valued at One Million Dollars (\$1,000,000) or more, no general contractor and/or subcontractor shall

hire any subcontractor who fails to submit a fully executed and truthful Subcontractor Apprenticeship Certification Form.

- vi) For subcontractors hired after contract award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, said subcontractors shall submit said apprenticeship certification form to the general contractor and/or hiring subcontractor prior to or at the time of hiring.

D) Cancellation of Award; Penalties and Enforcement Proceedings

- i) Pursuant to R. I. Gen. Laws § 37-13-16, an awarding authority may cancel an award if apprentice wages are paid to apprentices who are not subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10.
- ii) Pursuant to R. I. Gen. Laws § 37-13-12.4, general contractors and subcontractors determined to be in violation of these regulations shall be subject to fines and penalties.
- iii) Pursuant to R. I. Gen. Laws §§ 37-13-14.1(a) and (d) and (f), general contractors and subcontractors determined to be in violation of these regulations shall be subject to enforcement proceedings.

DEFINITIONS

- A) “Base Hourly Rate of Pay” means the rate of pay identified for the trade as “Rates” on the General Wage Decisions (Davis-Bacon Wage determinations).

- B) “Construction”
 - 1) “construction” means construction activity, as distinguished from manufacturing, furnishing of materials or servicing and maintenance work and includes, without limitation, the construction of buildings, structures, improvements of all types and heavy construction work;

 - 2) construction work includes altering, remodeling, demolishing existing structures, installation of items fabricated off-site, painting and decorating, the transporting of materials and supplies to or from the public works site by the employee of the public works contractor or subcontractor consistent with R. I. Gen. Laws § 37-13-7(c).

- C) “Employee” means any person employed by an employer. This definition shall be interpreted consistent with the definition of “employee” under 29 U.S.C. 203(e) and the Fair Labor Standards Act, including any exemptions thereto under said Act applicable to employment in Rhode Island.

- D) “Employer” means any person acting directly or indirectly in the interest of an employer in relation to an employee. This definition shall be interpreted consistent with the definition of “employee” herein and the definition of “employer” under 29 U.S.C. 203(d) of the Fair Labor Standards Act, including any exemptions thereto under said act applicable to employment in Rhode Island.

- E) “Fringe Benefit” means a benefit that is granted by an employer to an employee by company policy that involves a monetary cost such as holiday pay, vacation pay, health insurance, bona fide pension plans, etc. Benefits required by law such as workers compensation, unemployment premiums and matching social security are not considered “fringe benefits” and cannot be used as a credit against the fringe benefit portion of the rate. Authorized fringe benefit credits may be deducted from prevailing wages owed pursuant to Regulation 17.

- F) “Fringe Benefit Credit” means the amount identified as “Fringes” for the trade on the General Wage Decisions (Davis-Bacon Wage determinations).

- G) “Heavy Construction”
 - 1) “heavy construction” means those construction projects that are not properly classified as either “building”, “highway”, or “residential”. Projects within the heavy classification are distinguished on the basis of their particular project characteristics, like complex engineering and industrial nature, and separate wage determinations;

 - 2) Examples of heavy construction include, but are not limited to power plants, pipelines, mass transit lines, marine and port facilities, sewage and solid waste facilities, landfills wastewater treatment facilities, sanitary, storm and sewer facilities, water supply facilities, transmission lines, aqueducts, water treatment facilities, desalination plant facilities, dams and reservoirs and the laying of fiber optic cable.

- H) "Independent Contractor" means any natural person, business, corporation or entity of any kind that provides goods or services to another and that does not qualify as an "employee" as provided for herein.
- I) "Prevailing Wage" means the Base Hourly Rate of Pay plus the Fringe Benefit Credit which are listed on the General Wage Decisions (Davis-Bacon Wage Determinations) developed by the U.S. Department of Labor and adopted by the Rhode Island Department of Labor and Training.
- J) "Prevailing Wage Law" means R. I. Gen. Laws § 37-13-1, *et seq.*
- K) "Principal" is a person who has a majority of the ownership of a business, firm or corporation.
- L) "Public Agency" means the State of Rhode Island, any awarding agency or authority of the State of Rhode Island, those agencies listed at R. I. Gen. Laws § 37-13-7(d), any Rhode Island city, town or village or any division of same, or any person or other entity acting on behalf of any public agency as defined herein.
- M) "Public Work"
- 1) "public work" means grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site;
 - 2) "public work" does not include:
 - i) grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site for which no salary or wages or in kind payments are paid or owed;
 - ii) ordinary maintenance work performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually or annually) or on a routine basis to service, check, or replace items or parts that are not broken.
- N) "Public Works Contract"
- 1) "public works contract" means any contract, purchase order, or any other legal agreement, in writing, for any public work or heavy construction on a public site to be performed by a public contractor on behalf of a public agency for a fixed or determinable amount of One Thousand Dollars or more (\$1,000);
 - 2) payments made through contracts with third parties on behalf of a public agency shall be deemed public works contracts if public funds are utilized.
- O) "Public Works Contractor" means the prime contractor, and each and every subcontractor, performing public work or heavy construction on any public works project site.
- P) "Public Works Project" means public work or heavy construction work at any public works site for a public purpose for which the prevailing wage law applies.

Q) “Public Works Site”

- 1) “public works site” means the physical place or places, but not a privately owned residence where the heavy construction or public work called for in the public works contract takes place or will remain and is owned or will be owned by the public agency;
 - 2) the physical place(s) where the public work or heavy construction is to occur also means other adjacent or nearby property used by the public works contractor or subcontractor which can reasonably be said to be included in the public works site;
 - 3) physical place(s) which are not owned by a public agency but which are developed under contract and in anticipation of being owned by a public agency shall be considered a public works site.
- R) “Residential Construction” means projects consisting of single family homes and apartments up to and including four (4) stories.
- S) “Successor in interest” is one who continues to retain the same right, control or interest in a new business, firm, or corporation which purchased or merged with a former business, firm or corporation.

Instructions for Preparing RI Certified Weekly Payroll Forms

Certified Payroll Heading:

Employer name & address: Enter name, address, phone number and e-mail of General Contractor and Sub-contractor (if applicable).

Week Ending: Enter Week ending date.

Project: Enter the name and location of the Prevailing Wage project.

Wage Decision Number: Enter the applicable Wage Decision number. This number is found on the top of the first page of the Davis Bacon Prevailing Wage Rate schedule that applies to the project.

Date of Decision: Enter the date of the Wage Decision that applies to the project. This date is found on the top of the first page of the Davis Bacon Prevailing Wage Rate schedule that applies to the project.

Payroll Information by column:

1. Employee Name, Address & Phone Number: Enter the name, address & phone number of all employees working on the project.
2. Work Classification: Enter the specific work classification from the Davis Bacon Prevailing Wage Rate schedule that applies to the specific type of work each employee is performing on the project. If an employee performs more than one trade, each classification and corresponding hours worked and rates must be listed separately. For indentured apprentices, indicate the percentage they are being paid at in accordance with the rate scale of their specific apprenticeship agreement.
3. Date: List dates under corresponding day of week that work is performed.
4. Hours Worked: List hours worked for each day. All hours (both prevailing wage and non-prevailing wage) must be listed. Prevailing Wage standard hours must be listed under P.S., Prevailing Wage overtime hours must be listed under P.O., Regular hours (non- prevailing wage) must be listed under R.H. and Regular (non- prevailing wage) overtime hours must be listed under R.O.
5. Total Hours: List on each line total number of hours worked for entire week for each type (P.S., P.O., R.H., R.O.) of hours worked. For companies working multiple Prevailing Wage jobs in one week; Additional Prevailing Wage standard hours for all other prevailing wage projects may be listed as A.P.S.; Additional Prevailing Wage overtime hours for all other prevailing wage projects may be listed as A.P.O.; Additional Prevailing Wage standard hours & overtime hours for all other projects may be merged and listed under A.P.S. or A.P.O. *Note: The RI Weekly Certified Payroll form is available in Microsoft Excel for download. This form will allow you to add two rows under P.S. & P.O. and label those two rows as A.P.S. & A.P.O.
6. Hourly Pay Rate: List amount of pay per hour paid to each worker. This is the hourly rate actually paid in each individual's paycheck.
7. Hourly Fringe Rate: List the hourly fringe benefit credit the employer is taking for each employee. *Note: The type of bona fide fringe benefits must be specifically listed on the RI Statement of Compliance form.
8. Gross Wages: The gross amount of wages paid to each employee must be listed.
9. Deductions: List deductions in applicable areas. *Note: Any amounts indicated in the "other" column must be specifically listed.
10. Net Wages: The net amount of wages paid to each employee must be listed.



**RI Department of Labor and Training - Division of Workforce Regulation & Safety
Professional Regulation Unit/Prevailing Wage Section**

1511 Pontiac Avenue Building 70, P.O. Box 20247 Cranston, RI 02920-0943

Rhode Island Certified Weekly Payroll

Contractor: _____ Subcontractor: _____

Address: _____ Address: _____

City/Town: _____ State: _____ Zip: _____ City/Town: _____ State: _____ Zip: _____

Phone #: _____ Email: _____ Phone #: _____ Email: _____

Project/ _____ Wage _____ Decision _____

For Week Ending: _____ Location: _____ Decision #: _____ Date: _____

Name, Address and Phone Number of Employee	Work Classification Apprentice %	Date:	S	M	T	W	T	F	S	Total Hrs	Hourly Rate	Hourly Fringe Benefit	Gross	Deductions					RI TDI	*Other	Net			
			Hours Worked Each Day											Withhel		Social Security	Medi-care	Federal				State		
		P.S.																						
		P.O.																						
		R.H.																						
		R.O.																						
		P.S.																						
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		R.O.																						
		P.S.																						
		P.O.																						
		R.H.																						
		R.O.																						

Legend: P.S.=Prevailing Wage Standard Hours P.O.=Prevailing Wage Overtime Hours R.H.=Regular Hours R.O.=Regular Overtime Hours

***Note:** Deductions reported in the "other" column must be listed.

DLT is an equal opportunity employer/program. Auxiliary aids and services available upon request. TTY via RI Relay: 711

DLT-WRS-1(Rev. F€14D

STATEMENT OF COMPLIANCE

I, _____ do hereby state:

(print name and title of signatory party)

(1) That I pay or supervise the payment of the persons employed by: _____
(contractor or subcontractor)

on the _____; that during the payroll period commencing on the _____ of _____
(project) *(day)*
_____, 20_____, and ending on the _____ of _____, 20_____,
(month) *(year)* *(day)* *(month)* *(year)*

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____
(contractor or subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Rhode Island General Law Chapter 28-14.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the appropriate wage determination for the project; that the classifications set forth therein for each laborer or mechanic conform with the work they performed.

(3) That the apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Rhode Island State Apprenticeship Council.

(4) That: **(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS**

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made when due, to appropriate programs for the benefit of such employees.

Fringe Benefits Explanation: Bona fide fringe benefits are those paid to approved plans, funds or programs except those required by Federal or State Law. Please specify the type of benefits provided:

- | | |
|-------------------------------------|------------------------------------|
| 1.) Medical or hospital care: _____ | 4.) Disability: _____ |
| 2.) Pension or Retirement: _____ | 5.) Vacation, sick, holiday: _____ |
| 3.) Life Insurance: _____ | 6.) Other (please specify): _____ |

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the rate schedule.

(5) In accordance with Chapter 37-13-13, it is mandatory that contractors use these forms for all Rhode Island Department of Labor requests for certified copies of payroll. Failure to submit information on these forms will constitute non-compliance by the responding contractor. These forms must be signed by the owner or an officer of the corporation, certifying that this is a true and exact copy of their payroll records.

SIGNATURE OF OWNER OR OFFICER OF CORPORATION	PRINT NAME & TITLE	DATE
<p>My signature hereon constitutes my affirmation that the information contained herein is true and accurate regarding the number of employees participating on the prevailing wage project, the prevailing wage standard hours each employee worked, prevailing wage overtime hours, regular hours and overtime hours for each employee as well as the gross wages and/or fringe benefits for each employee. I have confirmed and attest that all the information contained in this document is correct and I understand and acknowledge by my signature that if I provide any inaccurate information on this form, I may be subject to civil penalties and/or referral to the Rhode Island Attorney General for criminal prosecution.</p>		

LABORATORY REPORT

Mckenna Roofing
Attn: Joe Mckenna
241 Armistice Blvd.
Pawtucket, RI 02860

Date Received: 3/25/2019
Date Reported: 3/26/2019
Work Order #: 1903-05161

Site Location: LINCOLN FIRE DEPT.

Enclosed please find your sample(s) analysis results for asbestos content. The six asbestos types include amosite, chrysotile, crocidolite, anthophyllite, tremolite, and actinolite.

Analysis by Polarized Light Microscopy (PLM) was performed as suggested by EPA 600/R-93/116, July 1993 edition and EPA 600/M4-82-020, December 1982.

R.I. Analytical Laboratories, Inc. maintains bulk asbestos fiber NVLAP accreditation under lab code 101440-0. This report does not serve as a product certification, approval, and/or endorsement by NVLAP, NIST, or any federal agency.

The sample(s) submitted for analysis were accepted by R.I. Analytical unless otherwise noted in the report. If a sample is found to be inhomogeneous, individual components will be analyzed separately. If individual components cannot be separated, the sample will be homogenized and a single result will be provided. These results only pertain to the samples submitted for this Work Order # and this report shall not be reproduced except in its entirety.

Samples submitted for analysis will be retained for three months for future reference.

We certify that the following results are true and accurate to the best of our knowledge. If you have questions or need further assistance, please contact our Customer Service Department.

Approved by:



Asbestos Signatory

R.I. Analytical Laboratories, Inc
LABORATORY REPORT

Mckenna Roofing
Date Received: 3/25/2019
Work Order #: 1903-05161
Site Location: LINCOLN FIRE DEPT.

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
001	LINCOLN FIRE DEPT.	PLM Fiber Analysis			
		Asbestos	Not Detected	3/26/2019	CRC
		Glass Fiber	1-5 %	3/26/2019	CRC
		Non-fibrous	95-99 %	3/26/2019	CRC
		Sample Color	Black	3/26/2019	CRC

SECTION 075419 – POLYVINYL CHLORIDE (PVC) MEMBRANE ROOFING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Adhered PVC membrane roofing system.
- B. Cover board.
- C. Roof insulation.
- D. Vapor retarder.
- E. Substrate board.

1.2 REFERENCES

- A. Roofing Terminology: Refer to the following publications for definitions of roofing work related terms in this Section:
 - 1. ASTM D 1079 "Standard Terminology Relating to Roofing and Waterproofing."
 - 2. Glossary of NRCA's "The NRCA Roofing and Waterproofing Manual."
 - 3. Roof Consultants Institute "Glossary of Building Envelope Terms."
- B. Sheet Metal Terminology and Techniques: SMACNA "Architectural Sheet Metal Manual."

1.3 DESIGN CRITERIA

- A. General: Rip and legally dispose of existing roofing assembly down to structural deck. MA substrate board. SA VB. MA insulation and coverboard. FA PVC. 20yr Guarantee. Installed roofing membrane system shall remain watertight; and resist specified wind uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Roofing materials shall be compatible with one another under conditions of service and application required, as demonstrated by roofing system manufacturer based on testing and field experience.
- C. Installer must comply with current code requirements based on authority having jurisdiction.
- D. Wind Uplift Performance: Roofing system shall be identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist wind uplift pressure calculated in accordance with ASCE 7.
 - 1. Field-of-Roof Uplift Pressure: -12.60 lbf/sq. ft.

2. Perimeter Uplift Pressure: -21.15 lbf/sq. ft.
3. Corner Uplift Pressure: -38.83 lbf/sq. ft.

E. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.

1. Exterior Fire-Test Exposure: Class A ASTM E 108, for application and roof slopes indicated.

1.4 SUBMITTALS

- A. Product Data: Manufacturer's data sheets for each product to be provided.
- B. Detail Drawings: Provide roofing system plans, elevations, sections, details, and details of attachment to other Work, including:
1. Base flashings and membrane terminations.
 2. Tapered insulation, including slopes.
 3. Crickets, saddles, and tapered edge strips, including slopes.
 4. Insulation fastening and adhesive patterns.
- C. Verification Samples: Provide for each product specified.
- D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- E. Maintenance Data: Refer to Johns Manville's latest published documents on www.JM.com.
- F. Guarantees: Provide manufacturer's current guarantee specimen.
- G. Prior to beginning the work of this section, roofing sub-contractor shall provide a copy of the final System Assembly Letter issued by Johns Manville Roofing Systems indicating that the products and system to be installed shall be eligible to receive the specified manufacturer's guarantee when installed by a certified JM contractor in accordance with our application requirements, inspected and approved by a JM Technical Representative.
- H. Prior to roofing system installation, roofing sub-contractor shall provide a copy of the Guarantee Application Confirmation document issued by Johns Manville Roofing Systems indicating that the project has been reviewed for eligibility to receive the specified guarantee and registered.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive the specified manufacturer's guarantee.

- B. Manufacturer Qualifications: Qualified manufacturer that has UL listing for roofing system identical to that used for this Project.
- C. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 329.
- D. Test Reports:
 - 1. Roof drain and leader test or submit plumber's verification.
 - 2. **ROOF DECK FASTENER PULL TEST REPORT**
- E. Source Limitations: Obtain all components from the single source roofing manufacturer guaranteeing the roofing system. All products used in the system must be labeled by the single source roofing manufacturer issuing the guarantee.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.
- 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.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. 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.

1.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when current and forecasted weather conditions permit roofing system to be installed in accordance with manufacturer's written instructions and guarantee requirements.

1.8 GUARANTEE

- A. Provide manufacturer's system guarantee equal to Johns Manville's Peak Advantage No Dollar Limit Roofing System Guarantee.
 - 1. Single-Source special guarantee includes roofing membrane, base flashings, roofing membrane accessories, **roof insulation, fasteners, cover board, substrate board, vapor retarder, walkway products, [manufacturer's edge metal products]**, and other single-source components of roofing system marketed by the manufacturer.
 - 2. Guarantee Period: **20** years from date of Substantial Completion.

- B. Installer's Guarantee: Submit roofing Installer's guarantee, including all components of roofing system for the following guarantee period:
 - 1. Guarantee Period: Two years from date of Substantial Completion.
- C. Existing Guarantees: Guarantees on existing building elements should not be affected by scope of work.
 - 1. Installer is responsible for coordinating with building owner's representative to verify compliance.

PART 2 - PRODUCTS

2.1 POLYVINYL-CHLORIDE ROOFING MEMBRANE - PVC

- A. PVC Sheet: ASTM D 4434, Type III, fabric reinforced **[that contains KEE (Elvaloy) to reduce plasticizer migration]**. Basis of Design: JM PVC SD Plus
 - 1. Certification, by letter, stating that the formulation has a minimum 20 years of performance history in North America.
 - 2. Thickness: 60 mils
 - 3. Exposed Face Color: **White**

2.2 AUXILIARY ROOFING MATERIALS – SINGLE PLY

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.
 - 1. Liquid-type auxiliary materials shall meet VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's internally reinforced or scrim reinforced, smooth backed membrane with same thickness and color as sheet membrane. Basis of Design: JM PVC
- C. Bonding Adhesive: Manufacturer's standard **water** based bonding adhesive for membrane, Basis of Design: JM PVC Membrane Adhesive
- D. Metal Termination Bars: Manufacturer's standard predrilled stainless-steel or aluminum bars, with anchors. Basis of Design: JM Termination Systems
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer. Basis of Design:
- F. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, cover strips, sealants, and other accessories. Basis of Design: [JM PVC Pourable Sealer, JM PVC Pipe Boots, PVC Split Pipe Boot, PVC Square Pipe Boot, JM PVC Penetration Pan, JM PVC Universal Corners, JM PVC T-Joint Patch, JM PVC Membrane Cleaner (Low VOC), JM PVC Edge Sealant, JM PVC Profile, Detail Strip, JM PVC Detail Membrane] and JM Single Ply Caulk

2.3 AUXILIARY ROOFING SYSTEM COMPONENTS

- A. Fascia System: Manufacturer's factory fabricated fascia consisting of a base piece and a snap-on cover. Provide product from single-source roofing system supplier that is included in the No Dollar Limit guarantee. Basis of Design: Presto-Tite Edge One Fascia (.040 Kynar Aluminum)
- B. Metal Flashing Sheet: Metal flashing sheet is specified in Division 07 Section "Sheet Metal Flashing and Trim."

2.4 WALKWAYS AND SAFETY STRIPS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads sourced from membrane roofing system manufacturer. Basis of Design: JM PVC Walkpad
- B. Safety Strips: Manufacturer's minimum 45 mils, reinforced, UV-resistant PVC (polyvinyl chloride) with Elvaloy KEE (ketone ethylene ester) safety warning line for roof perimeters. Basis of Design: JM PVC Safety Strip
 - 1. Exposed Face Color: Yellow

2.5 COVER BOARD

- A. High-Density Polyisocyanurate: ASTM C 1289, Type II, Class 4, Grade 1, High-density Polyisocyanurate technology bonded in-line to inorganic coated glass facers with greater than 80 lbs of compressive strength. Board must be able to achieve a FM 1-90 utilizing a maximum of eight fasteners per 4'x 8' board with an adhered reinforced single-ply membrane over a minimum 22-gauge steel deck. Basis of Design: ProtectoR HD
 - 1. Thickness: 1/2 inch (13 mm)
 - 2. R-value: 2.5

2.6 ROOF INSULATION

- A. General: Preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class [1] [2] [3], Grade [2 (20 psi)] [3 (25 psi)], Basis of Design: ENRGY 3
 - 1. Provide insulation package with minimum R Value: 34.8 Provide insulation package with maximum thickness: **3"**
 - 2. Provide insulation package in multiple layers.
 - 3. Minimum Long-Term Thermal Resistance (LTTR): 5.7 per inch.
 - a. Determined in accordance with CAN/ULC S770 at 75°F (24°C)

2.7 TAPERED INSULATION

- A. Tapered Insulation: ASTM C 1289, Type II, Class [1] [2] [3], Grade [2 (20 psi)] [3 (25 psi)], provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches (1:48), unless otherwise indicated. Basis of Design: Tapered ENRGY 3

2.8 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and furnished by roofing system manufacturer. Basis of Design: AP Fasteners
- C. Wood Nailer Strips: Comply with requirements in Division 06 Section "Miscellaneous Rough Carpentry."

2.9 VAPOR RETARDER

- A. Self-Adhered SBS Vapor Retarder: Tri-laminate woven polyethylene, nonslip UV protected top surface; suitable for application method specified. Basis of Design: JM Vapor Barrier SA.
- B. Self-Adhered Primer: One-part penetrating primer solution to enhance the adhesion of self-adhering membranes. SA Primer Low VOC

2.10 SUBSTRATE BOARD

- A. Substrate Board: ASTM C 1278, non-faced, gypsum and cellulose fiber substrate, 5/8 inch (16 mm) thick. Basis of Design: JM Securock Gypsum-Fiber Roof Board

2.11 EXAMINATION

- A. Examine substrates, areas, and conditions for compliance with the requirements affecting performance of roofing system.
 - 1. General:
 - a. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
 - b. 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.
 - 2. Wood Decks:
 - a. Verify that wood decking is visibly dry and free of moisture according to manufacturer's approved method.

- b. Verify that wood has ability to provide minimum fastener pull-out resistance.
 - 1) **Provide documentation of pull out resistance values using manufacturer's approved procedures.**
 - c. Excessive deflection of bulb tees
 - d. Staining of form board,
 - e. Cracking,
 - f. Evidence of excessive moisture.
- 3. Ensure general rigidity and proper slope for drainage.
 - 4. Verify that deck is securely fastened 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.
- B. Unacceptable panels should be brought to the attention of the General Contractor and Project Owner's Representative and must be corrected prior to installation of roofing system.
 - C. Proceed with installation only after unsatisfactory conditions have been corrected.

2.12 PREPARATION

- A. Clean and remove from substrate sharp projections, dust, debris, moisture, and other substances detrimental to roofing installation in accordance with roofing system manufacturer's written instructions.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

2.13 RE-ROOF PREPARATION

- A. Remove all roofing membrane, surfacing, coverboards, insulation, fasteners, asphalt, pitch, adhesives, etc.
 - 1. Remove an area no larger than can be re-roofed in one day.
- B. Tear out all base flashings, counterflashings, pitch pans, pipe flashings, vents and like components necessary for application of new membrane.
- C. Remove abandoned equipment curbs, skylights, smoke hatches, and penetrations.
 - 1. Install decking to match existing as directed by Owner's Representative.
- D. Raise (disconnect by licensed craftsmen, if necessary) all HVAC units and other equipment supported by curbs to conform with the following:
 - 1. Modify curbs as required to provide a minimum 8" base flashing height measured from the surface of the new membrane to the top of the flashing membrane.

2. Secure of flashing and install new metal counterflashing prior to re-installation of unit.
 3. Perimeter nailers must be elevated to match elevation of new roof insulation.
- E. Immediately remove all debris from roof surface. Demolished roof system may not be stored on the roof surface.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.
- G. Raise, (disconnect by licensed craftsmen, if necessary) all HVAC units and other equipment supported by curbs to conform with the following:
1. Modify curbs as required to provide a minimum 8 inch base flashing height measured from the surface of the new membrane to the top of the flashing membrane.
 2. Secure top of flashing and install new metal counterflashing prior to re-installation of unit.
 3. Perimeter nailers must be elevated to match elevation of new roof insulation.
- H. Immediately remove all debris from roof surface. Demolished roof system may not be stored on the roof surface.
- I. Proceed with installation only after unsatisfactory conditions have been corrected.

2.14 SUBSTRATE BOARD INSTALLATION

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
1. Fasten substrate board to **wood deck** to resist uplift pressure at corners, perimeter, and field of roof according to roofing system manufacturer's written instructions.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

2.15 VAPOR-RETARDER INSTALLATION

- A. Self-adhere vapor retarder to substrate according to roofing system manufacturer's instructions.
- B. Unroll roofing membrane sheets and allow them to relax for minimum time period required by manufacturer.
- C. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.
1. Repair tears and voids in laps and lapped seams not completely sealed.
- D. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into membrane roofing system.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

2.16 INSULATION INSTALLATION

- A. Coordinate installation of roof system components so insulation and cover board is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system manufacturer's written instructions for installation of roof insulation and cover board.
- C. Install tapered insulation under area of roofing to conform to slopes indicated.
- D. Install insulation boards with long joints in a continuous straight line. Joints should be staggered between rows, abutting edges and ends per manufacturer's written instructions. Fill gaps exceeding 1/4 inch (6 mm) with like material.
- E. Install 2 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.
- F. Trim surface of insulation boards where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- G. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- H. Preliminarily Fastened Insulation: Install insulation with fasteners at rate required by roofing system manufacturer or applicable authority, whichever is more stringent.
 - 1. Fasten top layer to resist uplift pressure at corners, perimeter, and field of roof.
 - 2. Loose Laid Insulation with Top Insulation Layer Mechanically Fastened: Loose lay insulation with staggered joints and secure top layer of insulation to deck using mechanical fasteners designed and sized for fastening specified board-type to deck type.

Fasten top layer to resist uplift pressure at corners, perimeter, and field of roof.

2.17 COVER BOARD INSTALLATION

- A. Coordinate installing membrane roofing system components so cover board is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system manufacturer's written instructions for installing roof cover board.
- C. Install cover board with long joints in a continuous straight line. Joints should be staggered between rows, abutting edges and ends per manufacturer's written instructions. Fill gaps exceeding 1/4 inch (6 mm) with cover board.
 - 1. Cut and fit cover board within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- D. Trim surface of cover board where necessary at roof drains so completed surface is flush and does not restrict flow of water.

1. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- E. Mechanically Fastened Cover Board: Install cover board and secure to deck using mechanical fasteners designed and sized for fastening specified cover board to deck type.
 1. Fasten to resist uplift pressure at corners, perimeter, and field of roof.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

2.18 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install roofing membrane in accordance with roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer and requirements in this Section.
- B. Cooperate with testing and inspecting agencies engaged or required to perform services for installing roofing system.
- C. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is imminent.
 1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation.
 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

2.19 ADHERED ROOFING MEMBRANE INSTALLATION

- A. Install roofing membrane over area to receive roofing in accordance with membrane roofing system manufacturer's written instructions.
 1. Unroll roofing membrane and allow to relax before installing.
 2. Install sheet in accordance with roofing system manufacturer's written instructions.
- B. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- C. Bonding Adhesive: Apply bonding adhesive to substrate and underside of roofing membrane at rate required by manufacturer and allow to partially dry before installing roofing membrane. Do not apply bonding adhesive to splice area of roofing membrane.
- D. Seams: Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane 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 roofing membrane.
 2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
 - a. Remove and repair any unsatisfactory sections before proceeding with installation.
 3. Repair tears, voids, and incorrectly lapped seams in roofing membrane that do not meet requirements.
- E. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring.
- F. Install roofing membrane and auxiliary materials to tie in to existing roofing.
- G. Proceed with installation only after unsatisfactory conditions have been corrected.

2.20 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 solvent-based bonding adhesive at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners per manufacturer's installation instructions.
- D. Clean seam areas and overlap and firmly roll sheet flashings into the adhesive. Weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

2.21 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Heat weld and adhere walkway products to substrate according to roofing system manufacturer's written instructions.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

2.22 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's Registered Roof Observer (RRO) to inspect roofing installation on completion and submit report to Architect.

1. Notify Architect or Owner 48 hours in advance of date and time of inspection.
- C. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

2.23 PROTECTION AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall 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 075419