

Invitation to Bid

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 6th floor
Canton, Ohio 44702

53rd Street Reservoirs Reroofing Project

Item/Project

Water Department

Responsible Department

Wednesday, February 24 at 2:00 PM local time

Bids Due On or Before

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

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The City of Canton Water Department

LEGAL NOTICE: Ordinances 225/2015 and 6/2016

The City of Canton, Ohio Director of Public Service will accept sealed bids on or before 2:00 PM local time on **Wednesday, February 24, 2016** for the purpose of securing bids for the:

53rd Street Reservoirs Reroofing Project

The City will disqualify any bid not received on or before 2:00 PM local time on Wednesday, February 24, 2016. Shortly after the deadline for the submission of bids, bids received on time will be publically opened and read aloud. The Sixth Floor Conference Room of Canton City Hall, 218 Cleveland Ave. SW, Canton, OH 44702 is the location for the Bid Opening.

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Sixth Floor, Canton, Ohio 44702 according to the specifications and bid documents at the City of Canton Purchasing Department's website at <https://cantonohio.gov/purchasing/?pg=showbids>.

Each bid must contain the full name of every person or company participating in the bid.

A certified check, cashier's check or surety bond, in accordance with Section 153.54 of the Ohio Revised Code, must accompany the bid. This check or bond must be made payable to the City of Canton. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guarantee the contract and its performance are properly secured if the bid is accepted. Said certified check or cashier's check shall be for ten percent (10%) of the total amount bid. Where a bid bond is used, it shall be in an amount of one hundred percent (100%) of the total amount of the bid. The City of Canton will only accept original checks and bid bonds. Therefore if any company and/or bidder submits a copy of its security, the City will disqualify the bid. Bidders submitting a certified or cashier's check will be required to provide a surety bond in the amount of one hundred percent (100%) of the contract sum for faithful performance. The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with state law. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Any bidder may withdraw his bid, by written request, at any time prior to the hour set for the bid opening by following the instructions in the Invitation to Bid.

The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

The successful bidder must comply with all State of Ohio Prevailing Wage Rates.

All companies must submit their Federal ID Number.

A Project Labor Agreement (PLA) will be required for this project.

The cost estimate for this project is **\$626,653.00**.

The bidder is responsible for monitoring the City's website for any official addenda.

Please contact Director of Purchasing John Highman at john.highman@cantonohio.gov if you have any questions regarding this bid.

By order of the Canton Director of Public Service: William Bartos
Published in the Repository: February 2 and February 9, 2016

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The City of Canton Water Department**

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Section I: Instructions to Bidders

A. Submitting Bids

1. Bids are to be returned to:
The City of Canton Purchasing Department
218 Cleveland Avenue SW, 6th floor
Canton, OH 44702
2. Bids should be enclosed in an opaque sealed envelope, box, or other suitable container, marked with the following:
 - a. Project title.
 - b. Office where bid is to be submitted.
 - c. The contract/project for which a proposal is being made.
 - e. The name and address of the bidder.
 - f. The date and time of the bid opening.
3. The following items should be submitted with a bid in order for it to be considered. Failure to submit one of these items may result in a disqualification of the bid.
 - a. Bid Title Page
 - b. Signature Page
 - c. Proposal Pages
 - d. Bid Form 1 – Minority Business Enterprise Utilization Commitment
 - e. Bid Form 2 – Bidder and Contractor Employment Practices Report
 - f. Bid Form 3 – Authority of Signatory
 - g. Bid Form 4 – Bid Guarantee
 - h. Bid Form 5 – Bidder Information
 - i. Bid Form 6 – Project References
 - j. Bid Form 7 – Non-Collusion Affidavit
 - k. Bid Form 8 – Questionnaire in Determining Lowest and Best Bid
 - l. Bid Form 9 – Insurance Affidavit and Certificates
 - m. Project Labor Agreement Letter of Assent
 - n. Copy of the Ohio Public Works Commission Requirements **with a completed Section 9** (State of Ohio Equal Employment Opportunity Requirements)
4. Bids will not be accepted after 2:00 PM on **Wednesday, February 24, 2016**. The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids.
5. Bidders may withdraw their bids between the time they are submitted and opened if so desired. This must be done via written request submitted to the City of Canton Purchasing Department.
6. The bids shall be opened and publicly read shortly after the deadline for their submission.

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B. Pre-Bid Meeting

1. A pre-bid meeting will be held for this project at the City of Canton Water Department 3rd Floor Conference Room, 2664 Harrisburg Road NE, Canton, OH 44705 on **Tuesday, February 16, 2016 at 11:00 AM**. Absence from the pre-bid meeting does not in any way relieve the Bidder from its responsibility for knowing and understanding the bid and contract requirements.

C. Questions and Addenda

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy two (72) hours prior to the time of the bid opening. Said addenda will become a component of the official bid packet and must be acknowledged as received on the signature page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
2. Bidders are expected to and are responsible for monitoring the City's website for all official addenda.
3. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
4. All questions pertaining to the project should be directed to:
John Highman, Director of Purchasing
Email: john.highman@cantonohio.gov

D. Bid Proposal Form and Proposal Page

1. The proposal page is the only form upon which the proposed bid price can be offered. Bidder's quote sheets, letters, or other materials cannot be used in lieu of the proposal page. When descriptive literature is included with the bid submittal, they shall be considered only for informational purposes. Payment, warranty and other terms that may appear on such forms that vary from the terms of the contract documents shall be considered null and void.

E. Contract Award

1. The City of Canton Board of Control will evaluate the bids and award the contract on the basis of the lowest and best bid. The Board of Control reserves the right to reject any and all bids and to award the bid deemed in the best interests of the City.
2. One or more bidders may be required to submit information to the Owner or its representative to assist in the evaluation of the bid. A bidder may also be required to participate in an interview during which, among other things, the bidder would

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be requested to make a presentation regarding its organization, resources and its preliminary plan to perform the construction (schedule, means and methods, etc.).

F. Notice of Award and Execution of Contract Documents

1. The successful bidder will be notified in writing once the contract is awarded by the Board of Control.
2. At this time the contractor will be required to sign official contract documents and submit any remaining bid forms.
3. Once the completed contract is certified by the City of Canton Auditor, a copy of the contract, Purchase Order, and Notice to Proceed will be mailed to the contractor.

G. Pre-Job Meeting

1. A pre-construction meeting will be held prior to the start of this project. This meeting will include the Contractor and the Owner's representative. The condition of the project limits shall be recorded and the contractor shall be responsible for the correction and/or repair of any additional damage to the facilities resulting from the related work and in addition to the conditions noted at the pre-construction meeting.

H. Notice to Proceed and Job Completion

1. The Contractor shall not start the work embraced in this contract before the date of a written Notice to Proceed from the City. The Contractor is required to start work within 10 days after receiving the Notice to Proceed. Work shall be completed as per applicable sections in the General Conditions.
2. If the work done under this contract conflicts with other work done for or by the City, or with its consent, the City shall determine the time and manner of the procedure of the operations carried on under this contract.
3. The Contractor is responsible for any additional costs due to weather-sensitive construction.
4. The permitting of the Contractor to complete the work or any part thereof, after the time fixed for its completion shall in no way operate as a waiver on the part of the City of any of its rights under this contract.

I. Document Order of Precedence

1. In the event of an internal conflict within the bid/contract documents the following will be the order of precedence.

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- a. Change Order Documents
- b. Signed Contract Documents
- c. Ohio Public Works Commission Requirements
- d. Official Addenda
- e. Invitation to Bid Signature and Proposal Pages
- f. Instructions to Bidders
- g. Technical Specifications and Project Plans
- h. Supplemental Specifications
- i. Additional Specifications
- j. General Conditions
- k. ODOT Construction and Manual Specifications
- l. Bid Forms
- m. Bid Form Instructions
- n. Additional Requirements and/or Conditions
- o. Legal Notice
- p. Bid Advertisement

J. Non-Exclusivity

- 1. The City reserves the right to contract for the same or similar services, or perform the same or similar work with City employees during the course of this contract, if found to be in the best interest of the City.

K. City of Canton Income Tax

- 1. All successful bidders shall be required to comply with all City of Canton income tax ordinances including the following:
 - a. No person, partnership, corporation or unincorporated association may be awarded a contract with the city under Sections 105.09 or 105.10, unless the vendor is paid in full or is current and not otherwise delinquent in the payment of city income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06
 - b. Falsification of any information related to or any post-contractual violation (a) of the requirement to pay city income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the city's discretion.
 - c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of city income taxes as set forth in subsection (a), may be awarded a contract with the city under Sections 105.09 or 105.10.

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- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of city income taxes as set forth in subsection (a) may not be awarded a contract with the city under Sections 105.09 or 105.10.
- e. By entering into contract with the city of Canton the vendor agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code including the following:
- i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to wages paid to employees for work done or services rendered inside the City or on City property.
 - ii. The vendor agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
2. The successful bidder will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Bidders are encouraged to contact the City of Canton Income Tax Department prior to bidding use the with any questions regarding these provisions and for registration. Please contact information below.

City of Canton Income Tax Department

Office Address

424 Market Ave. N
Canton OH 44702

Correspondence Address

P.O. Box 9940
Canton, OH 44711

Phone: (330) 430-7900

Fax: (330) 430-7944

Email: cantontax@cantonohio.gov

3. Additionally, all public improvement, professional services, and services contracts shall also contain the following provisions:

Provision 1

Said _____ hereby further agrees to withhold all city income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax whether a

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resident or nonresident in the city, and whether the work being done is in the city or out of the city. In addition to the tax withheld for employees, the net profits on the contract shall be subject to city income tax.

Provision 2

By entering into contract with the city of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.

1. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
2. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning _____ with the first day of work done or services performed or rendered inside the City.

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Section II: General Conditions

(The headings of the various sections are for convenience in reference. Do not consider these parts of the specifications.)

(1) **Definitions:** The term “City” wherever used in these specifications shall mean the City of Canton, acting through its Service Director, or his properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

The term “Director” wherever used shall mean the Service Director of the City of Canton, duly appointed and holding office at the same time the contract was executed or during the fulfillment thereof.

The term “Engineer” whenever used, shall mean the City Engineer of said City or his properly authorized agents to the extent of the powers invested in them.

The term “Contractor” wherever used, shall mean the party of the second part entering into contract with the City for the performance of the work herein specified, or his properly authorized agents.

In all cases when the term “days” as used in these specifications shall be held to mean calendar days, unless otherwise noted.

The term “Work” wherever used, shall mean the furnishing of all labor, tools, machinery and the furnishing of all materials, except as herein otherwise specified, necessary to performing and completing of all the work herein specified. The methods and appliances used therefor must be such as will produce a satisfactory quality of work and ensure safety to the workmen, the public and to property.

Wherever, in the specifications, or upon the drawings and plans, the words directed, required, permitted, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the City is understood, and similarly, the words approved, acceptable, satisfactory to, refer to the City unless otherwise expressly so stated.

(2) **Decisions:** Contractor will perform all the work under this contract to the satisfaction of the City. The City, in all cases, shall determine the amount, quality, acceptability, and fitness of the several kinds of work, and materials paid for hereunder. The City shall decide all questions that may arise for determining the fulfillment of this contract. The City’s determination and decision thereon shall be final and conclusive; and the City’s determination and decision in case of any question that may arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

(3) **Orders to the Contractor and Failure to Execute:** The address given in the bid or proposal upon which this contract is founded is hereby designated as the place where all notices, letters and other communications to the Contractor shall be mailed or delivered. Such address

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may be changed at any time by a written notice from the Contractor and delivered to the City.

The Contractor must have on the work at all times, a foreman, superintendent or other competent representative, to whom orders and instructions may be given. Such orders and instructions shall have the same force and effect as if given directly to the Contractor.

Whenever instructions or orders which in the opinion of the Engineer require prompt or immediate attention, are neglected or ignored by the Contractor or his Superintendent, the Engineer shall have the power to place necessary men, machinery and materials on the work and charge the entire cost, including overhead expenses, to the Contractor, who shall either pay the entire cost and expenses into the City Treasury, or the amount thereof shall be deducted from money due the Contractor under the contract.

(4) **Subletting or assigning contract:** The Contractor shall give his personal attention to the faithful prosecution of the work, shall retain the same under his personal control and shall not assign by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the City, and shall not, either legally or equitably assign any of the money payable under this agreement, or his claim hereto except by and with the consent of the City.

Assigning or subletting of the whole or any portion of this contract shall not operate to release the Contractor or his bondsmen or surety hereunder from the contract obligations.

(5) **Subsidiary Contracts:** The Engineer may, when in his opinion, it becomes necessary, make alterations or modifications of the plans and specifications, or order additional materials and work, subject to the approval of the Director; and the Contractor shall be obliged to accept such alterations, modifications and additional work and materials not included in this contract. The price to be paid for the work under such altered or modified contract shall be agreed upon in writing, in a subsidiary contract for such portion of, or additional improvement and signed by the Director and Contractor, before such work is done; such additional work, alteration or modification shall be considered and treated as though originally contracted for and shall be subject to all the terms, conditions and provisions of the original contract, except that a material increase in the amount of work will be considered as a proper claim by the Contractor for an extension of the contract time for completion, by an amount to be determined by the City.

And it is expressly agreed and understood that such alterations, additions or modifications or omissions shall not, in any way, violate, or annul the original contract and the Contractor hereby agrees not to claim or bring suit for any damages, whether for loss of profits or otherwise, on account of such alterations, additions, modifications or omissions.

(6) **Permits:** The Contractor shall obtain and pay for all construction permits and licenses. City shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. City shall pay all charges of utility owners for connections for providing permanent service to the Work.

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(7) **Inspection:** No material of any kind shall be used in the work until it has been inspected and accepted by the City. The Contractor must furnish all labor necessary in handling such material for inspection. All materials rejected must be immediately removed from the vicinity of the work. Materials or workmanship found at any time to be defective shall be immediately remedied by the Contractor, regardless of previous inspection.

The Engineer, his assistants, inspectors and agents, together with other parties who may enter into contracts with the City for doing work within the territory covered by this contract, shall, for all purposes which may be required by their contracts, have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor.

The Engineer, his assistants and agents shall at all times have immediate access to all places of manufacture where materials are being made for use under this contract, and shall have full facilities for inspecting the same.

No work shall be done except in the presence of the Engineer, his assistants, agents or inspectors. It shall be the duty of such agents or inspectors to see that all materials used and all work done shall be strictly in accordance with these specifications, but such agents and inspectors shall have no authority whatsoever to order any change in materials, manner of doing the work or quantity of work done.

The field inspection of the work, testing of materials, giving lines and grades, preparation of general and detail drawings, except as otherwise specified, will be done by the Engineer. The inspection and supervision by the Engineer is intended to aid the Contractor in supplying all materials and in doing all work in accordance with the drawings and specifications, but such inspection shall not operate to release him from any of his contract obligations.

(8) **Time for doing work:** The City is instructing the Contractor to base the project schedule upon a 5-day work week, Monday through Friday from 7:30 am to 4:00 pm except on City recognized holidays; this is the “standard schedule.” The Engineer may direct the Contractor to work outside of the standard schedule to save life or property or in case of emergencies. If the Contractor wishes to work outside of the standard schedule, the Contractor must submit this request in writing to the Engineer. The Engineer will review nonstandard scheduling and approve/deny the request. The Engineer will base his approval/denial upon benefit to the project, benefit to the City, and necessity to facilitate Contractor operations. Contractor must make special provisions for project inspection for nonstandard schedules and will be required to pay for all costs associated with inspection for approved nonstandard schedules. This includes both City personnel as well as consultants representing the City. The Engineer shall determine method of payment when the need arises. (See also Section 40).

(9) **Working Season:** Work done under these specifications, such as grading of streets and placing foundation for paving, curb setting, brick or other roadway paving, sidewalk laying, shall cease from the first day of December until the first day of April of the following year, unless otherwise directed by the Engineer. (See also Section 40).

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(10) **Lines and grades:** All work done under this contract shall be done in accordance with the lines, grades and instructions as given by the City and as directed in the plans.

(11) **Order of procedure of work:** The Contractor shall proceed with the work at such points as the Engineer may direct, and not more than two adjoining blocks or squares in length, shall be torn up at the same time, unless otherwise directed by the Engineer; nor shall any block be closed to traffic, except where the Contractor is actually working.

Whenever, in the opinion of the City, it is necessary that certain portions of the work be done immediately, the Contractor, upon written order from the Engineer, shall proceed with such work without delay. Should he fail to so proceed, the City may do, or cause to be done, such work, and the cost of the same will be deducted from any money due, or to become due the Contractor under this contract.

(12) **Incompetent workmen:** Any employee of or persons connected with the Contractor who shall use profane or abusive language to the inspector, or other employees of the City, or otherwise interfere with them in the performance of their duties, or who shall disobey or evade the instructions of such employees of the City, or who is careless or incompetent, or who is objectionable to the City authorities, shall be discharged at the request of the Engineer, and shall not again be employed, except with his consent. Skilled labor only shall be used in the cases where the same is required.

(13) **Suspending the work:** The City, on account of public necessity, adverse weather conditions, or for other reasons, may order any portion or all work suspended, and thereupon the Contractor shall neatly pile up all materials, provide and maintain board walks and crossings, and take other means to properly protect the public and the work and to facilitate traffic. In case of such suspension of work, the time allowed for the completion of the work shall be extended in an amount equal to that lost by the Contractor, but the Contractor shall be entitled to no additional claim for damages therefor.

(14) **Forfeiture of contract:** Should the work to be done under this contract be abandoned by the Contractor, or if this contract or any part thereof be assigned or the work sublet by him without the previous written consent of the City or if at any time any official of the City or employee thereof become directly or indirectly interested in this contract or in furnishing the supplies or performing the work hereunder, or in any portion thereof; or if at any time the City may be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the provisions of this contract; or if the work be not fully completed within the time named in the contract; then and in any such case the City may notify the Contractor in writing to discontinue all work or any part hereof as may be designated, and the City may thereupon, according to law, enter upon and take possession of the work or part thereof, complete, or cause the same to be completed, and charge the entire expense of so completing the work or part thereof to the Contractor; and for such completion, the City itself or for its Contractors, may take possession of and use or cause to be used any materials, machinery, or tools of every description provided by the Contractor for the purpose of this work, and may procure or cause to be procured other materials, machinery, or tools required for the completion of the work.

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All cost and expenses, including those of re-letting, (and damages resulting from the non-completion of the work within the specified time) incurred under these clauses, or by virtue of this contract, shall be deducted and paid by the City out of any monies then due or to become due the Contractor under and by virtue of this contract or any part thereof. In case such cost and expenses shall exceed the amount which would have been payable under this contract if the same had been completed by the Contractor, the Contractor or his sureties shall pay the amount of such excess to the City; and should such expense be less than the amount payable under this contract had the same been completed by the Contractor, he shall receive the difference, after deducting the amount retained as hereinafter specified, but shall not be entitled to damages for not being allowed to complete the work himself.

In case of abandonment of the work by the contractor, or its termination by the City, the Director of Public Service shall at once cause the work already done under this contract to be measured. Five percent (5%) of the value of the amount thus shown will be set aside as a retainer under the provisions hereof. In such case no money, due or payable to the Contractor under this contract after the annulling of the same, shall be paid until the work is completed, accepted, and all claims and suits by reason of said work have been finally settled. The retained five percent (5%) shall be held for the full guaranty period, as specified herein and used as provided in other provisions hereof, for keeping in repair so much of the work as was done or completed under this contract.

(15) Storing materials delivered on work: All materials required in the work may be placed on the sides of the roadway, or parking area, or upon a portion of the sidewalk along the sides of the roadway to be improved and upon adjoining portions of intersecting streets, as directed by the Engineer; but all such materials shall be neatly and compactly piled in such a manner as to cause the least inconvenience to the property owners and the general public. All fire hydrants must at all times be kept free and unobstructed; water and gas shut off boxes must be left uncovered by such materials; and passageways must be left for store entrances, private driveways and street intersections.

No materials, tools or machinery shall be piled or placed against shade trees unless they be amply protected against injury therefrom, and all shade trees and other improvements must be protected from injury caused by the storing of materials or otherwise during the prosecution of the work.

All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with red lights at night time, and danger signals by day, to warn the traffic of such obstructions.

(16) Storage of materials, tools and machinery during suspension of work: Upon the suspension, stoppage, or abandonment of the work, or any part thereof, all materials shall be neatly and compactly piled, and all tools and machinery so located as not to impede public traffic on roadways, sidewalks and crosswalks unnecessarily. All such stored materials, tools and machinery shall be provided with danger signals by day and red lights by night.

(17) Ownership of old materials: All old curbing, stone walk, paving brick, brick

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crosswalks, gutter paving bricks, gutter plates and culverts, sewer pipe, iron pipe and castings, are the property of the City and all such materials as are not ordered replaced, shall be removed by and at the expense of the Contractor, to such places as the Engineer may direct. If the Engineer chooses to not accept such materials, the Contractor must dispose of them at no cost to the City.

(18) **Plans, profiles, and specifications:** The plans, profiles and specifications are intended to be explanatory and supplementary of each other, but should any discrepancy appear or misunderstanding arise as to the import of anything contained in either, the explanation of the City shall be final and binding on the Contractor. Any correction of errors or omissions in the plans, profiles and specifications may be made when such corrections are necessary for the proper fulfillment of their intentions as construed by the City.

Any correction in the plans, drawings, and specifications made pursuant to the provisions of this paragraph shall not be retroactive, but shall take effect at the date of notification to the Contractor of such correction.

The City will furnish the Contractor with up to three (3) sets of additional copies of the plans (full size or half size, if available) as may be required, for the construction of the work herein specified.

(19) **Private rights of way:** Whenever it is required as a part of this contract to perform work within the limits of private property or private right of way, such work shall be done in conformity with the agreements between the City and such owners, and whether or not such a condition be a part of this agreement, care shall be taken to avoid injury to the premises entered, which premises must be left in a neat and orderly condition by the removal of rubbish and surplus materials and restoring vegetation to meet or exceed pre-contract condition.

(20) **Injunctions:** If legal obstructions to the prosecution of the work arise, the delay shall operate to extend the time allowed for the completion of the part or parts of the work obstructed, for the length of time obstruction continues and no longer, but no damages shall be claimed or allowed the Contractor for any such delay.

(21) **Related Work at Site:** City may perform other work related to the Project at the Site with City's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
2. if City and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be filed.

Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and City, if City is performing other work with City's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with

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theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between City and such utility owners and other contractors.

If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

(22) **Attested accounts:** In case any person who has performed labor or has furnished materials, tools, or machinery for the work herein specified, he may file sworn itemized statement of the amount of value therein, as required by law, and if such claims be not disputed by the Contractor, or if the same are disputed, after the amount and validity have been determined by law, the City may pay the amount of such claims out of any money due the Contractor under this contract.

(23) **Authorized Variations in Work:** City may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on City and also on Contractor, who shall perform the Work involved promptly. If City or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then the City or Contractor must provide written notification prior to performing the Field Order. If the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made.

(24) **Claims for extra materials and work:** All claims for furnishing extra materials, or for doing extra work, for which the Contractor may consider himself entitled to receive extra compensation, must be presented to the Director of Public Service in writing, at the time the cause for such claim arises. Such statement must contain an itemized account of such materials and labor required, and unless such claim is so presented, it is expressly agreed, by the parties to this contract, that the Contractor has waived such claim, and that he shall not be entitled, subsequently to claim, or receive any pay for the same. No claim for extra labor and material shall be allowed, unless the necessity therefor has first been determined by the Director and the price to be paid therefor has been agreed upon, in writing, before such additional materials have been used, and such additional labor performed. See Change Order Policy in the Appendices for more information.

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(25) **Claims for damage for omission or delays:** If any change or alteration involves the omission of any materials or work called for in the original plans and specifications, any claim for loss of profits, or any other cause growing out of any such omissions is hereby expressly waived by the Contractor.

No claims for prospective profits will be allowed, by reason of the inability of the City to proceed with all, or any part of the work provided for in this contract; nor for damages by reason of any delay on the part of the City, but any such delay shall entitle the Contractor to a corresponding extension of time for the completion of the work. See Claims Management Policy in the Appendices for more information.

(26) **Damages to property:** All damages to lawns, fences, trees, buildings, sidewalks, water, sewer or gas pipes, or other public or private property along or near the line of work, or the vicinity thereof, if the same are occasioned through neglect or failure on the part of the Contractor, or that of any person in his employ, to take all necessary precautions to prevent the same, must be replaced or made good by him, to the satisfaction of the owners of same and at his cost and expense whenever the Engineer may so direct.

(27) **Liability of contractor for injuries, patents, etc.:** It is expressly understood and is hereby agreed that the whole of the work to be done is at the Contractor's risk. The contractor assumes by bidding under these specifications, the full responsibility and risk of all damages to the work itself, the property along the line of the work, injury to persons or animals which may be occasioned by floods, stoppage of water in sewers or gutters, caving in of surface of grounds or trenches, neglect in properly protecting work by barricades, etc., or any manner whatsoever. He shall bear all losses resulting to him on account of character of the work, or because the nature of the ground in or on which the work is done, is different from what was estimated or expected, or as may have been indicated by borings or test pits, or on account of the weather, actions of the elements or other causes.

He shall assume the defense of any indemnity and save harmless the City and its individual officers and agents from all claims relating to labor and materials furnished for the work to inventions, patents and patent rights used in doing the work, to injuries to any person or corporation received or sustained by or from the Contractor and his agents and employees in doing the work, or in consequence of any improper materials, methods, implements or labor used therein, or by reason of any condition in the improvement created by the Contractor or for any other liability therefor.

The Contractor, if required at any time by the Director, shall furnish the City satisfactory evidence that all persons who have claims for labor performed or material furnished hereunder, or have suffered damages on account of his operations, have been fully paid or secured. And in case evidence be not furnished as aforesaid and such amounts as the Director may consider necessary to meet lawful claims of persons aforesaid, shall be retained from the monies otherwise due the Contractor hereunder, until the liabilities shall have been fully satisfied.

If the Contractor shall claim compensation for any damages sustained by reason of the acts of the City, he shall within five (5) days after the sustaining of such damages, present a written

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statement to the City of the nature of the damage sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, he shall file with the City an itemized statement of the details and amount of such damage, and unless such statement shall have been filed as thus required, his claim for compensation shall be forfeited and invalidated, and he shall not be entitled to any payment on account of such damage.

The statement of any specific duty or liability of the Contractor in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by these specifications, said reference to any specific duty or liability being merely for the purpose of explanation.

(28) **Safety measures -- barricades:** The Contractor must provide and maintain barricades to properly protect persons, animals, vehicles and property against injury. He shall also provide, place and maintain sign boards, letter "STREET CLOSED" in plain legible type, upon the streets and alleys in which the work is in progress and upon each street and alley intersection therewith at a distance of one block therefrom, as may be directed by the Engineer.

(29) **Traffic regulations:** The Contractor is responsible for all traffic control on the project whether or not it is called out in the detailed specifications or plans. All traffic control must comply with appropriate City, State, and Federal rules, regulation, and guidelines. During the progress of the work, the Contractor shall accommodate both the vehicular and foot traffic and shall maintain free access to fire hydrants, water and gas valves. Gutters and water ways must be kept open and other provisions made for the removal of storm water.

During the construction of the sewer work and other ditches, only one-half of the street intersections may be blocked at one time and the Contractor shall provide and maintain temporary driveways, bridges, and crosswalks over sewer and other trenches, such as, in the opinion of the Engineer in charge of the work, are necessary to reasonably accommodate the public.

To accommodate pedestrians during the progress of the work, the Contractor shall provide and maintain crosswalks on that portion of the street being improved, both across the main roadway and at the street and alley intersections. The crosswalks shall be constructed of planks two (2) inches thick, and within the fire limits of the City, they shall be at least five (5) feet wide, and outside the fire limits at least three (3) feet wide.

When the City deems it advisable or necessary to divert traffic from the work or any portion thereof, the Contractor shall provide and maintain detour signs, letter "DETOUR" in plain and legible type, and indicating the direction to be taken by traffic as directed by the Engineer.

In the event of the Contractor's failure to comply with the above provisions relative to traffic regulations, the City may cause said provisions to be carried out and the cost and expense of such work shall be deducted from any money due the Contractor under this contract, but the performance of any such work by the City, or at its insistence or request, shall in no way release the Contractor from his general or particular liability for the failure to provide for the safety of the public or the work under this contract.

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The Contractor shall not place any material on any sidewalk so as to interfere with the free access to any crosswalk by pedestrians.

No additional compensation will be paid to the Contractor by the provision and maintenance of bridges, crosswalks, etc., as above specified, but the cost and expense of maintaining the same shall be considered as part of the general contract and shall be included by the Contractor in the prices bid by him upon the several items as named upon the proposal therefor.

(30) **Hauling materials on paved streets:** During the progress of the work and in the cleaning up thereof, the Contractor shall provide and use vehicles in which the excavated or other materials are hauled over paved streets in the City, with tight bodies for transportation of fine materials and shall not overload the same so as to allow such materials to fall off the tops thereof upon the streets. The paved streets over which such material is hauled must be kept free from dirt and other materials in accordance with the provisions of City Ordinance regulating same.

(31) **Cleaning up during the progress and completion of work:** During the progress of the work the Contractor shall remove all surplus excavated materials, obstructions, old materials not used, trees, stumps, filth or rubbish of any kind that may be encountered in the execution of the work, at his own cost and expense except when the removal and transplanting of trees be specified and bids therefor are required upon the blank proposal attached thereto.

As fast as any portion of the work, such as the construction of sewers or drains not located in the street or streets to be improved under the contract is completed, the backfilling of trenches and the repaving over the same shall be done as soon as possible, as herein specified.

As fast as the roadway pavement is completed, the Contractor shall remove all rubbish and surplus materials which have accumulated during the progress of the work provided herein, from the new or existing sewers, the roadway, sidewalk space and intersecting streets and shall render the streets suitable, safe and convenient for traffic.

Upon the completion of the improvement and before the final acceptance thereof, the Contractor shall remove all machinery, tools, temporary building and shall clean the pavement, curb and sidewalks in such a thorough and effective manner by hand sweeping, scraping or by flushing, according to kind of pavement or condition of the street, as will be determined by the Engineer, so as to leave the entire surface of the pavement, curbs and sidewalks so exposed that the quality and texture of the materials used and workmanship may be readily determined. He shall also remove all centering, scaffolding and accumulations of sand, earth, materials, and rubbish of all kinds from the sewers, manholes, inlets, and catch basins. If the improvement is completed too late in the fall to permit all of the cleaning up as herein specified, that portion not completed shall be done the following spring within ten (10) days after written notice to do so from the Engineer.

All such cleaning and removal of cleanings shall be done by the Contractor and the cost and expense thereof shall be included in his price for furnishing of materials and laying of pavement.

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In case the Contractor shall fail or neglect to do any cleaning within forty-eight (48) hours after the receipt of notice to do so, or in the manner specified, the Director of Public Service may and is hereby authorized to cause the same to be done and charge the cost and expense thereof to said Contractor and deduct the amount of such cost and expense from any estimate due him at any time thereafter.

(32) **Existing surface fixtures and structures:** At least forty-eight (48) hours before breaking ground, the Contractor shall notify all the City Departments and public service corporations, whose tracks, wires, pipes, conduit or other structures may be affected by his operations. He shall likewise notify the Chief of the Fire Department of the temporary blocking of any street.

Existing surface structures which may be encountered in the work shall be removed and replaced or maintained by the Contractor at his cost and expense, or by the parties interested, and in such a manner as to secure the safety of the public and structure. The use of pipes, conduits, etc. shall not be interrupted without the consent of the parties owning or controlling the same.

(33) **Existing sub-surface fixtures and structures:** Existing sub-surface structures encountered in the work shall be protected and maintained in complete operation, unless permission is given for their removal. Existing substructures, including old sewers, abandoned sewers, abandoned drains, etc., which may appear within the limits of the excavating, shall be removed, if required by the City, but such removal will not be paid for separately, except when expressly specified, being paid for in the price for excavation or other items including excavation.

In case the uncovering of sub-surface structures necessitates a change in the alignment of grade of the proposed work, the Contractor shall give immediate notice of such obstruction to the Engineer, and shall cease work at such points until ordered to proceed.

And in case any change of grade or alignment shall delay the work, the time allowed for the completion of the contract will be extended to the extent which the delay shall have operated, the decision of the Engineer upon this point being final.

(34) **City may construct sewers, drains, etc.:** The City reserves the right to suspend or stop the work on all or any part of the progressing improvement, for the purpose of laying, relaying or allowing to be laid, or re-laid, any sewers, drains, gas pipes, water pipes, conduits or appurtenances thereto, which, in the opinion of the Director of Public Service are necessary or expedient, or for any other reason, and at any stage of the work, and the Contractor shall not interfere with or place any impediment in the way of any person or persons engaged in such work; and in such cases the Contractor shall not be entitled to any damages or recompense, either for digging up the street, or delay or hindrance, but the time of completion shall be extended as many days as the delay shall have operated.

It is the intention of the City to require all property owners to have water and sewer connections made to all lots, and to cause to be laid all water mains, gas mains, sewers and sewer

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connections, and other pipes, conduits, etc., not included in the contract hereunder, in advance of the improvement, except when in the opinion of the Director of Public Service such procedure be impracticable and the Contractor shall not be entitled to damages or recompense by reason of delay or hindrance, but he shall be granted an extension of time equal to that in which the delay shall have operated, as determined by the Director of Public Service.

If the Contractor hereunder finds that the trenches are not properly backfilled, he shall so notify the Engineer in writing, allowing ample time to have the defects remedied before proceeding with the improvement.

The Contractor may exercise the right to such supervision of the work, as he may deem necessary to insure good material and workmanship, in order that he may properly protect himself from defects in the finished pavement for which he will be responsible under his guaranty. The Contractor will be allowed and paid for any additional materials, the use of which is made necessary on his part by reason of the above specified work, such reasonable sum (not to exceed contract price) as may be agreed upon in writing between himself and the Director before such additional materials be used, and in the manner specified for subsidiary contracts.

(35) **Special repairs:** The City reserves the right, whenever in its judgment, to take up or permit the taking up of any part of the improvement during the progress of the work, or subsequent to the completion thereof and during the period of guaranty for the purpose of constructing, repairing, or renewal of any sewers, drains, water or gas pipes, or other improvements. Whenever any part of the improvement is taken up as herein specified, all the work of restoring the same will be done by or under the direction of the City and the Contractor hereunder will be relieved of any maintenance requirements on that portion of the completed improvement so disturbed.

(36) **Rejecting Defective Work:** The City will have authority to reject Work which the City believes to be defective, or that the City believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The City will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed, or completed.

(37) **Use of city water supply:** The City will furnish water at the hydrants for the purpose of puddling trenches, construction purposes, operation of machinery, mixing concrete, mortar, etc., but the cost of water and the proper facilities for conveying the same from the hydrants must be included by the Contractor in the unit prices bid for the various items of work wherein water will be used. All water used must pass through meters installed by the Water Department at its hydrants and subject to its regulation and paid for at the builder's rate per one thousand (1,000) cubic feet of water consumed, as established by said Department, plus the cost of meters and installation of same. A deposit will be required covering the cost of meter and installation thereof, which deposit of cost of meter will be refunded on return of meter in good condition.

The Contractor must notify the Water Department at least forty-eight (48) hours in advance of the time such installation is required.

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(38) **Use of sewer:** At any time during the progress of the work the City may, by written notice to the Contractor, take over and utilize the whole or part of any sewer, drain or appurtenance thereof which has been completed, giving if desired, permits to tap and connect therewith. In such event, the Contractor shall be relieved from the maintenance of such part as may be used except as provided under the section “Guaranty” and such will be deemed as final acceptance by the City of the part or parts used, subject to the responsibility of the Contractor for all defects in workmanship, etc., as provided under the “Guaranty” section of these specifications.

(39) **Sanitary regulations:** Necessary sanitary conveniences for the use of the laborers on the work, properly secluded from public observation, shall be constructed and maintained in a sanitary condition by the Contractor in such manner and at such points as shall be approved, and their use shall be strictly enforced.

(40) **OSHA standards:** It is the City’s requirement, under OSHA Regulations, that all outside contractors hired by the City of Canton are and will be in full compliance with all OSHA standards and perform said work in accordance with all applicable OSHA standards.

(41) **Laws and ordinances:** The Contractor shall keep himself fully informed of all laws, municipal ordinances and regulations that in any manner affect the persons engaged in or employed upon the work, or the materials used in the work, or any way affecting the conduct of the work, and of the decrees of the bodies or tribunals having jurisdiction or authority over the same. He shall also himself observe and comply with and shall cause all of his agents and employees to observe and comply with all such existing and subsequent laws and ordinances, regulations, orders and decrees, and to protect and indemnify the City against claim or liability arising from or based upon the violation of such laws, ordinances, regulations, orders or decrees by himself or by his agents or employees.

References to special laws and ordinances in other sections of this contract shall in no way relieve the Contractor from compliance with all the provisions of this section.

(42) **Monuments and landmarks:** The Contractor shall preserve intact all City monuments, benchmarks and landmarks, as shown upon the plans or encountered in the excavation. In such case that such monument, benchmark or landmark not shown on the drawings be encountered in opening the excavation, the Contractor shall stop work at such point, immediately notify the Engineer of such findings and not disturb same until directed to do so by the Engineer.

(43) **Prices:** The City shall pay and the Contractor shall receive the prices hereafter stipulated as full compensation for everything furnished and done by the Contractor under this contract. This shall include all incidental work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work, or from the action of the weather, floods, or from unforeseen obstruction or difficulty encountered in the prosecution of the work, and for the expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided, together with the remedying of all defects developing during the prosecution of the work and during the period for which the work is guaranteed.

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(44) **Allowances:** It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to the City.

Cash Allowances: Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

Contingency Allowance: Contractor agrees that a contingency allowance, if any, is for the sole use of the City to cover unanticipated costs.

Prior to final payment, an appropriate Change Order will be issued as recommended by the City to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

(45) **Starting and completing the work (Contract Duration):** The Contractor shall not start the work embraced in this contract before the date of a written notification from the Engineer, and shall commence at such points as the City may direct.

If the work done under this contract conflicts with other work done for or by the City, or with its consent, the City shall determine the time and manner of procedure of the operations carried on under this contract.

The duration of this agreement for the completion of the work embraced in this contract shall be **250 calendar days** from the Notice to Proceed date. The City will use ODOT Specification 108.06 through 108.09 in regards to delays and time extensions.

Contractor is responsible for any additional costs due to weather-sensitive construction, such as, but not limited to, protecting concrete from freezing, heating of water as needed, etc. as well as insuring that all materials used satisfy appropriate specifications such as, but not limited to, asphalt temperature specifications, non-frozen backfill material, etc.

The permitting of the Contractor to complete the work or any part thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the City of any of its rights under this contract.

(46) **Liquidated Damages and Paving Time Restrictions:** The Contractor guarantees that he can and will complete the work on or before the time affixed in his bid, or on or before the extended time as provided for in the contract. The payment to the City for such delay and failure on the part of the Contractor shall be One Thousand Dollars (\$1,000.00) for each day by which

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the Contractor fails to complete the work, or any part (including Interim) thereof, in accordance with the provisions of the contract. The City will deduct and retain, from any money due or any money to become due under the contract, the amount of the liquidated damages. The Contractor shall be liable for the payment of the difference upon demand of the City.

All asphalt paving must take place on the city's road surfaces from May 1st to October 1st; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry. The City will deduct and retain, from any money due or any money to become due under the contract One Thousand Dollars (\$1,000.00) for each day by which the contractor fails to pave within the stated time restrictions. The Contractor shall be liable for the payment of the difference upon demand of the City.

(47) **Samples:** Each bidder shall submit samples of materials, or refer to samples of materials furnished by the Manufacturer or Producer, at the time of submitting the bid, as required in detail specifications under each item, for which bids are received. Whenever samples of any material or workmanship have been filed by the Contractor, or are on file as specimen of the work to be done or materials to be furnished for the work herein specified, such samples shall be the standard by which that kind and class of work shall be judged.

(48) **Measurements:** The contract will not use extra or customary measurements of any kind, unless specially noted, in measuring the work under these specifications; the length, area, solid contents or number only, are considered as a basis for payment as hereinafter specified.

The measurements as made by the City of the amount of the work done shall be final and conclusive.

Payments will be made upon the work done within the lines prescribed by the plans, drawings or specifications, and in accordance with the unit prices for the items under which the work is done. Nothing therein contained depriving the City of any remedy or defense it may have under the same, for violation of the terms or conditions of this agreement.

(49) **Partial payments:** The Contractor shall, on a day of each calendar month as is mutually agreeable to the Contractor and the City, make an approximate estimate of the quantities and prices of the labor furnished and the materials incorporated into the project during the previous calendar month and forward such estimate to the Engineer for approval. More frequent estimate submission, at the option of the City, may be made at any time during the progress of the project.

Partial payments to the Contractor for work performed for a lump sum price shall be based on a well-balanced schedule prepared by the Contractor and approved by the Engineer which schedule shall apportion the lump sum price to the principal features entering into or forming a part of the work covered thereby.

Partial payments to the Contractor for labor performed and materials furnished shall be made at the rate of ninety-two (92) percent of the estimate submitted by the Contractor and approved by the Engineer until the project is fifty (50) percent completed. The reimbursement rate will be one hundred (100) percent of such estimates after the project is fifty (50) percent completed.

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The City will not make payment for materials stored on site.

The City shall pay the Contractor monthly, not less than the difference between the amount of each monthly estimate which has been approved by the Engineer and the sum of Retainage stipulated below and any other amounts which the City is authorized by the contract to withhold. The making of any monthly payment shall not be taken or construed as approval or acceptance by the City of any work included in the estimate upon which such payment is based.

If the City fails to make payment within sixty (60) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the average of the prime rate established at the commercial banks in the city of over one hundred thousand population nearest the construction project, commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

To aid in determining quantities of materials for pay, the Contractor shall, whenever requested by the Engineer, provide scales, equipment and assistance for weighing or for measuring such materials.

For estimating quantities in which computation of areas by geometric methods would be comparatively laborious, the City agrees that a planimeter or other agreed upon method may be used.

(50) Change of Contract Price: The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the City and the other party to the Contract.

The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved; or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with ODOT's Force Account procedures; or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under previous paragraph, on the basis of ODOT's Force Account procedures.

Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then the fee shall be based upon ODOT's Force Account procedures.

(51) (52) Pre-final and final estimates and payments: As soon as practicable after the

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completion of work under the contract, the Engineer will perform a formal inspection of the project. If the project appears to be acceptable, the Engineer will recommend tentative acceptance thereof and make a pre-final estimate of the amount of the work done by the Contractor based on quantities and prices submitted by the Contractor. Upon such certified pre-final estimate, the City will pay the Contractor all of the monies owing him under the contract, except the Retainage, which the City will hold for sixty-day (60) period after the date of the pre-final estimate.

Upon the expiration of such sixty (60)-day period, provided that it appears upon further inspection and certification by the Engineer that the contract has been faithfully performed, the City will pay to the Contractor the whole sum retained or such part thereof as remains after deducting expenses of correcting any deficiencies in the work as determined by the Engineer. Such final inspection and payment will not discharge the liability of the Contractor under the contract or of the surety under the contract bond, but such liabilities and all guarantees shall remain in effect for the period fixed by law.

(53) **Additional contract:** It must be distinctly understood that should more than one contract be awarded to the same Contractor, he may be required to prosecute the work upon all of them at one and the same time. At the option of the Director, and he shall not be permitted to transfer men, tools, or machinery from one job to another without the consent of the Engineer. The contractor shall at all times have a competent foreman and a sufficient number of men, tools, and machinery upon each job, at the same time, as well, in the opinion of the Engineer, be sufficient for the proper prosecution of the work.

(54) **Insurance:** The Contractor shall at all times during the progress of the work, comply with all the provisions of the laws of Ohio relating to workmen's compensation and State insurance fund for the benefit of injured and the dependents of killed employees. The Contractor shall at all times during the progress of the work carry accident liability insurance in an amount sufficient to reasonably indemnify himself against loss from claims for personal injuries or fatal accidents occurring upon the work or caused thereby including injuries and accidents to employees of the Contractor, persons engaged on the work under another contractor, employees of any sub-contractor or other engaged on or about the work and the public. The City reserves the right to annul this contract at any time upon receiving evidence of the Contractor's failure to comply with the statutes as described above.

(55) **Last payment to terminate liability of City:** No person or corporation, other than the signer of this contract as Contractor, has now any interest hereunder, and no claim shall be made or be valid, and neither the City nor its agents shall be liable for, or be held to pay any money, except that provided in this contract. The acceptance by the Contractor of the last payment made as aforesaid shall operate as and shall be a release to the City and agents thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if there be any, of the amount kept or retained.

(56) **Guaranty:** The Contractor, for and in consideration of the monies received and to be received by him, hereby agrees that the repairs of all defects in the work done and completed

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under this contract arising, in the opinion of the Director, out of the use of defective materials, settlements of sewers, structures, and foundations or improper workmanship in the construction thereof, and which repairs from such causes may become necessary during the period of years, as set forth below, after the date of the approval by the Director of the Engineer's certificate of the "FINAL COST", shall be made by him without cost and expense to the City, and the Contractor agrees to make such repairs when, and as ordered by the Director, by written notice served upon him and if after having received such notice, the Contractor fails to make such repairs within the number of days stated in such notice, from the date of receipt thereof, the Director shall thereupon have the power to cause said repairs to be made and charge the cost and expense thereof to the Contractor or his surety.

The failure of the Director to give notice within the specified period shall not preclude the operation of this section.

The guaranty periods referred to above in this section shall be as follows:

Piles and Anchors require a 5 year warranty and 75 year design life

C.I.P.P. Rehabilitated Sewers, 2 years

Concrete curbing, 1 year

Concrete sidewalks, 1 year

Concrete masonry, 1 year

Brick masonry, 1 year

Sewers, waterlines, manholes, catch basins, 1 year

Asphaltic concrete pavement, 1 year

Concrete foundation, 1 year

(57) **No estoppel:** The City shall not be precluded or estopped by any return or certificate made or given it, from showing at any time, either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate, the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

Neither the acceptance by the City, nor any order, measurement, or certificate, by the City,

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nor any order for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City, or its employees, shall operate as a waiver of any portion of this contract or of any power herein reversed to the City, or any rights to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

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Section III: Additional Requirements and/or Conditions

- A. Notwithstanding any provisions to contrary, Ohio Law shall govern this Agreement.
- B. Contractor agrees that Canton's specifications and bid documents shall incorporate and be made part of any subsequent contract entered by the parties.
- C. Once both parties have fully executed the contract, said contract shall be binding upon the parties' heirs, successors and assigns.
- D. Contractor shall not assign or transfer any interest under this agreement without the express written consent of Canton.
- E. Contractor agrees to indemnify and hold harmless the City of Canton, Ohio, its employees and agents from and against all demands, claims, causes of action, or judgments or omissions by Contractor, its agents, employees or subcontractors. Nothing herein shall be construed to hold Contractor liable for Canton's negligence.
- F. Contractor's liability to the City of Canton for default shall not be limited and the City of Canton shall be entitled to all damages permitted under Ohio law upon Contractor's breach, default or non-performance under this Agreement.
- G. A waiver of a breach of any of the terms or conditions of the contract will not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of contractor of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.
Delay in the enforcement of any remedy in the event of a breach of any term or condition of the contract or in the exercise by either party of any right under the contract shall not be construed as a waiver.
- H. When, during the course of construction, it appears to the contractor that any work does not conform to the provisions of the contract documents, it will make necessary corrections so that such work will conform. Additionally, the Contractor will correct any defects caused by faulty materials, equipment or workmanship in work supervised by the Contractor or by a subcontractor. This shall apply to the Contractor or any subcontractor appearing within one year from the date of issuance of a certificate of substantial completion or within such longer periods as prescribed by law or by applicable special guarantees or warranties in the contract documents.
- I. The owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract, and agrees to make corresponding adjustments in the contract price and time of termination if necessary. The Owner will authorize all changes by a written change order signed by the owner, or the architect of other designee of the owner. The change order will include conforming changes in the contract and termination time.
- J. Work changed, and the contract price and termination time modified can be modified only as set out in the written change order. Any adjustment in the contract sum resulting in a credit or a charge to the owner will be determined by mutual agreement of the parties before starting any work involved in the change order.

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Section IV: City of Canton Codified Ordinances

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton, including but not limited to, the following:

1. Chapter 105.02 – Public Paving Time Restrictions.

All city public paving contracts shall include a provision for liquidated damages in order to provide the city reasonable compensation for actual damages due to a failure to ensure that asphalt paving take place on the city's road surfaces from May 1st to October 1st; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry.
(Ord. 270-2014. Passed 12-29-14.)

2. Chapter 105.03 – U.S. Steel Usage Required; Exception.

All City contracts shall stipulate or provide that all steel necessary in the construction of any work performed under such contracts shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply. This section shall apply to only contracts awarded by the Board of Control of the City.
(Ord. 224-77. Passed 6-27-77.)

3. Chapter 105.05 – Materials to be Purchased Locally.

In all future contracts for the construction of buildings, structures, or other improvements under the Capital Improvement Budget, the following clause shall be printed or typewritten on each contract:
It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area except such materials which are unavailable in the Canton area.
(Res. 49-77. Passed 2-7-77.)

4. Chapter 105.06 – Minority Contract Provision.

a. All contracts with the City shall include the following clause:
The bidder agrees to expend at least \$_____ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.
(Ord.185-2011. Passed 10-31-11.)

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5. Chapter 105.12 – Local Bidder Preference.

- a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.
- b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.
- c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:
Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.
- d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of twenty thousand dollars (\$20,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.
(Ord. 95-2014. Passed 5-5-14.)

6. Chapter 105.15 – City Income Tax

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the city under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of city income taxes, including any obligation to pay taxes withheld from employees under Section 181.06 and any payment on net profits under Section 181.03.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay city income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the city's discretion.
- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent

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(20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of city income taxes as set forth in subsection (a), may be awarded a contract with the city under Sections 105.09 or 105.10.

- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of city income taxes as set forth in subsection (a) may not be awarded a contract with the city under Sections 105.09 or 105.10.
- e. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

Said _____ hereby further agrees to withhold all city income taxes due or payable under Chapter 181 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax .whether a resident or nonresident in the city, and whether the work being done is in the city or out of the city. In addition to the tax withheld for employees, the net profits on the contract shall be subject to city income tax.

(Ord. 158-2014. Passed 8-11-14.)

7. Chapter 507.03 – Equal Employment Opportunity Clause.

- b. During the performance of this contract, the contractor agrees as follows:
 - 1. The contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
 - 2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age,

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handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

(Ord. 153-2012. Passed 9-24-12.)

3. The contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.
5. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
 - A. Withholding of all future payments under the involved public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
 - B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the contractor of

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subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.

- C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
- D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

(Ord. 179-74. Passed 6-17-74.)

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Section V: Bid Forms and Instructions

Failure to submit Bid Forms 1 through 9 with the bid may cause the bid to be deemed non-responsive, and therefore it may not be considered.

Bid Forms 10 through 14 will be required of the successful bidder but may be submitted after the awarding of the contract.

*****The City of Canton does encourage bidders to submit all bid forms with their bids*****

BID FORM 1 – MINORITY BUSINESS ENTERPRISE UTILIZATION COMMITMENT

The City of Canton is committed to economic inclusion of certified minority and women's business enterprises (MBEs/WBEs). This form is for the bidder to identify the dollar amount he is willing and/or able to expend if the contract is awarded to his company for minority and/or women's business enterprises.

BID FORM 2 – BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

This form is designed to provide an evaluation of the bidder's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin. The successful bidder will be required to complete and submit the Bidder and Contractor Employment Practices Report. Additionally, the successful bidder will be required to submit an "affirmative action plan" and/or "EEO policy." If the successful bidder does not have a formal EEO policy, he/she will be required to complete and submit the provided EEO policy statement.

BID FORM 3 – AUTHORITY OF SIGNATORY

The authority of the bid signatory must be established. Bid Form 3 provides the means by which the bidder can identify the type of business organization it is (corporation, partnership, etc.) and provides instructions as to how signature authority is commonly established.

BID FORM 4 – BID GUARANTY

Each proposal shall be accompanied by a bid guaranty which shall consist of one of the following:

1. Ohio Statutory Bid Guaranty and Contract Bond, substantially in the form prescribed by ORC 153.571. The 153.571 statutory bond form requires that the penal amount be an amount not less than the bid price. It is a bid error to write in an amount equal to ten percent (10%) of the amount bid.
2. A certified check or cashier's check in an amount not less than ten percent (10%) of the total amount bid for all items upon which the proposal is made.

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A bid guaranty check shall be made payable to the owner without condition. A contractor using a bid check will be required to furnish a performance bond in the amount of one hundred percent (100%) of the total bid within ten (10) days of notice of the award.

Bidders using the Ohio Statutory Bid Guaranty and Contract Bond Form can leave the penal amount blank, if such is acceptable to the bidder and the surety. The statutory bond form, per ORC 153.571, is read as having a penal amount equal to the price bid, if no amount is written.

In the case where a bidder to whom a contract award is made fails to execute and secure a contract within ten (10) days after the issuance of the notice of award in writing, the award may be vacated and the bid guarantee, in an amount not to exceed ten percent (10%) of the amount bid, forfeited.

The Bid Bond must be provided by an approved surety company authorized to transact business in the State of Ohio and with a local agent. Agents of bonding companies which write the Bid Bond for this contract shall be licensed to conduct business in the State of Ohio and have a local (Ohio) agent. Each bid shall contain the power of attorney, bearing the seal of the company and evidencing such agent's authority to execute the documents furnished. Identification of the local agent is to accompany each Bond.

The surety used for the bid bond shall be listed in the current edition of the U.S. Treasury Circular 570 and the Penal Sums shall be within the maximum specified for such company in said Circular 570.

BID FORM 5 – BIDDER INFORMATION

The bidder shall submit the required information on the included form and shall supplement the information there given as may be required by the Owner after the receipt of bids. Low bidders may be interviewed by the owner and shall furnish such information as the Owner may deem necessary to consider prior to making an award.

BID FORM 6 – PROJECT REFERENCES

Each bidder shall provide references as set forth on Bid Form 6.

BID FORM 7 – NON-COLLUSION AFFIDAVIT

Each bidder is required to submit with the bid an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form provided in this document.

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BID FORM 8 – QUESTIONNAIRE IN DETERMINING LOWEST AND BEST BID

This form identifies a series of factors to be considered by the Board of Control in determining whether a bid is not only the lowest bid, but the best bid.

BID FORM 9 – INSURANCE AFFIDAVIT AND REQUIREMENTS

The successful bidder will be required to submit the required insurance as outlined in Bid Form 9.

All bidders would be well advised to consult their insurance agent as soon as possible so that all questions and concerns can be given due consideration.

BID FORM 10 – AFFIDAVIT FOR FOREIGN CORPORATIONS

A successful bidder who is a foreign corporation, (a corporation not chartered in the State of Ohio), will be required to submit an affidavit duly executed by the authorized bid signatory stating in said affidavit that said foreign corporation has, in accordance with the provisions of the laws of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

BID FORM 11 – LISTING OF SUBCONTRACTORS

The successful bidder shall provide the name, type of work to be performed and value of each subcontract. Note that subcontractors are distinguishable from suppliers.

BID FORM 12 – PERSONAL PROPERTY TAX CERTIFICATION (ORC 5719.042)

This form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to the successful bidder's company.

BID FORM 13 – CERTIFICATION – AUDITOR OF THE STATE OF OHIO

This form is to be completed in which to certify that the bidder does not have outstanding unresolved finding for the recovery issued by the Auditor of the State of Ohio.

BID FORM 14 – ARTICLES OF INCORPORATION

The successful bidder will be required to submit a copy of the company's articles of incorporation.

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Bid Form 1: Minority and Women’s Business Enterprises

A. Overview

The City of Canton is committed to economic inclusion of certified minority and women’s business enterprises (MBEs/WBEs). For the purposes of this form, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

B. MBE/WBE Certification

Is your company or business a certified MBE or WBE in the City of Canton, any other governmental entity, and/or National Minority Supplier Development Council?

_____ Yes _____ No

If yes, please list the entities where you have received certification below:

If you are interested in becoming a certified MBE or WBE with the City of Canton, please visit the Compliance Department’s website for an application and instructions.

<http://cantonohio.gov/compliance/?pg=116>

C. MBE/WBE Utilization in the Subcontracting of Work and Purchase of Supplies

It is the goal of the City of Canton that at least ten percent (10%) of the total of all contracts be expended for minority/women’s business enterprises.

If awarded the bid, will you be utilizing subcontractors or purchasing supplies for use under the contract?

_____ Yes _____ No

If yes, please complete the remaining questions and provide the information requested in this

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section.

1. The Bidder must indicate the minority business enterprises it intends to utilize in this document as follows: (Please attach additional sheets if necessary.) For a current list of City of Canton Certified Businesses please contact the City of Canton Purchasing Department at 330-438-4184.

	Name of Business	Business Address	Nature of Participation	Dollar Amount	MBE/WBE and Certifying Body
Business 1					
Business 2					
Business 3					
Business 4					
Business 5					

2. The bidder agrees to expend at least \$ _____ or _____ % of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises.
3. The Bidder agrees to furnish implementation reports to indicate the minority business enterprises which it has or intends to utilize. A copy of the implementation report is included at the end of this bid form. These reports will be due 10 days after the receipt of the award letter, at 50% completion of the project, and 100% completion of the project. These reports should be forwarded to the following address.

City of Canton Purchasing Department
218 Cleveland Ave., SW, 6th floor
Canton, OH 44702

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4. If the ten percent (10%) minority business utilization cannot be met, a waiver can be granted by the Board of Control upon recommendation of the Director of Public Service and/or Safety. To justify a waiver, it must be shown that due diligence has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform subcontracts or furnish supplies) are unavailable in the market area of the project, or unable to perform the work, in order to meet the ten percent (10%) minority business enterprise goal. In order to request a waiver, the attached form should be filled out and returned with your bid.

D. Signature

The undersigned hereby certifies that he or she has read the terms of the commitment and is authorized to bind the Bidder to the commitment herein set forth.

_____	_____	_____
Name/Title of Authorized Officer	Signature of Authorized Officer	Date

City of Canton - Office of Compliance Subcontractor and Supplier Implementation Report

Please submit a form for each MBE/WBE subcontractor and/or supplier utilized. Please note that this form is due 10 days after the notice of award, at 50% completion of the project, and at 100% completion of the project.

Bidder/Contractor Name:	
Subcontractor/Supplier Name:	
Project Name:	

If no MBE/WBE subcontractors or suppliers have been used at this time, please write NA above for the subcontractor/supplier, sign, and return the form.

Subcontractor/Supplier is a: MBE WBE

Please list all entities where this certification has been received:

Part 1: SPEC ITEM #s	Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS	Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS
		\$

The undersigned contractor certifies that the information contained within this report is true and accurate to the best of its knowledge at the time of submission.

Authorized Contractor Representative & Title:			
Signature:		DATE:	

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**City of Canton - Office of Compliance
MBE/WBE Utilization Waiver Request**

Bidder/Contractor Name:	
Project Name:	

Note: To justify a waiver of the City’s MBE/WBE goals, it must be shown that due diligence has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform subcontracts or furnish supplies) are unavailable in the market area of the project, or unable to perform the work, in order to meet the ten percent (10%) minority business enterprise goal. Please use the spaces below to document the efforts that were made to meet the City of Canton’s MBE/WBE goals. Please attach additional sheets if necessary.

Contacted Contractor	Proposed Work/Supplies	Reason for Unavailability	Date of Contact	Date Response Received
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Authorized Contractor Representative & Title:			
Signature:		DATE:	

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Bid Form 2: Bidder and Contractor Employment Practices Report

**Bidder and Contractor Employment Practices Report
City of Canton Office of Compliance**

I. INSTRUCTIONS

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.
- C. Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City’s Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

II. VENDOR OR BIDDER INFORMATION

1. Reporting Status
A. Prime Contractor B. Prime Subcontractor C. Supplier D. Other (Specify)
2. Name, Address and Telephone Number of Bidder Covered by This Report
3. Name, Address and Telephone Number of Principal Official or Manager of Bidder
4. Name, Address and Telephone Number of Principal Office of Bidder

Evaluation (Office Use Only)

- Compliant
- Non-Compliant
- Follow up needed _____

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III. POLICIES AND PRACTICES

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the applicable letter associated with each item below. The letters are interpreted as follows:

A – Current Practice **B** – Company will immediately adopt this policy **C** – Company is unwilling or is unable to adopt policy.

Circle One	Items	State Reason if (C) is checked
A B C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A B C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A B C	5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A B C	7. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records.	
A B C	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

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IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of all future awards.

MALE:

FEMALE:

Categories	Overall Total	Total Male	Total Female	African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Managers and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (un-skilled)											
Service Workers											
Total:											

REMARKS: Please explain any identification data appearing on last the report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

V. ADDITIONAL INFORMATION (Optional)

Describe any other actions taken which show that all employees are recruited, hired trained, and promoted without regard to their race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Use a separate sheet if additional space is required.

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The City of Canton Water Department**

VI. POLICY STATEMENT

The City of Canton, Ohio in conformance with local, state, and federal regulations, requires each vendor, contractor, and material suppliers working on city projects or awarded City contracts be signatures of the following statements:

- 1) It is the policy of _____ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 2) In support of this document _____ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 3) _____ will take affirmative action to insure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.
- 4) _____ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.
- 5) _____ shall require each sub-contractor hired for this project to adhere to this statement.

VII. SIGNATURE

The undersigned certifies that he/she is legally authorized by the vendor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the bidder/contractor could be subject to loss of current and future awards.

Firm or Corporation Name:

Signature:

Title:

Date of Signing:

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Bid Form 3: Authority of Bid Signatory

The bidder shall indicate which of the following is the source of the bid signatory's authority to sign the bid on behalf of the bidder. The bidder shall follow the instructions noted.

_____ The party bidding is a sole partnership.

_____ The party bidding is a partnership and the party signing is one of the partners.

_____ The party is a corporation. The party signing is authorized to sign on behalf of the corporation. A copy of the resolution of the corporation's board of directors which delegates signatory authority to the individual signing is to be attached to this bid form. This resolution can be a general delegation of authority for signing bids or can be a specific authorization for this project. The secretary of the corporation shall authenticate the resolution as currently being in full force and effect.

_____ Signatory authority is evidenced by other means noted below:

**53rd Street Reservoirs Reroofing Project
The City of Canton Water Department**

Bid Form 4: Bid Guaranty

If a Bid Bond is supplied, the Ohio Statutory Bid Guaranty and Contract Bond, as set forth in ORC 153.571 is to be used.

*****Please include your bid bond or bid check at the front of your submitted bid packet*****

PERFORMANCE BOND AFFIDAVIT

Unless Bidder submits, with its bid, a Bid and Contract Bond per ORC. 153.571, Canton may request that the Bidder obtain, from its insurance representative, a performance bond affidavit that contains the representations noted below. The affidavit shall be made on the insurance agency's letterhead, reference this project by name and state at least the following:

- (1) The representative certifies that, should the contract be awarded to the contractor on whose behalf the certificate is being provided, the performance bond specified will be provided.
- (2) The name and A.M. Best Company ratings of companies which are expected to provide the required performance bond.

THE PERFORMANCE BOND AFFIDAVIT SHALL BE NOTARIZED

**53rd Street Reservoirs Reroofing Project
The City of Canton Water Department**

Bidder Information Page 2 of 3

2. Form of Business Organization.

____ Corporation

____ Partnership

____ Other

3. The bidder shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.

_____	_____
_____	_____
_____	_____
_____	_____

All of the above, including the signatory to this bid, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

_____	_____
_____	_____
_____	_____
_____	_____

4. Name and address of other person, firms or companies interested in this contract.

_____	_____
_____	_____
_____	_____
_____	_____

5. Local Bidder Preference Information: Does your company have a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio? If yes, please provide the name and address of the location below.

**53rd Street Reservoirs Reroofing Project
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Bidder Information Page 3 of 3

The undersigned certifies that the bidder has the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to said bidder.

Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the OWNER concerning his ability to successfully perform the work in a satisfactory manner.

Signed this _____ day of _____, 20____

Contractor

By _____

(Signature of individual, partner or officer signing the proposal.)

Please have this page notarized

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Bid Form 6: Project References

Each bidder should provide a list of comparable projects performed over the last three (3) years (maximum of 10) indicating the following:

- Owner (with name, address and telephone number of Owner's project manager).
- General description of work, and size and type of project. Also indicate whether participation was as a prime or subcontractor. If the bidder's participation on the project was as a subcontractor, identify prime contractor with information requested above for the OWNER.

All previous work for the OWNER over the last five (5) years should be identified.

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Bid Form 7: Page 2

statements contained in said proposal or bid are true; that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof; and further says that all the statements made by him in said proposal or bid are true.

Affiant

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

Notary Public in and for

_____ County,

My Commission Expires:

_____, 20 ____.

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Bid Form 8: Factors to Be Used When Determining Lowest and Best Bid,
Page 1

NOTICE

All bidders shall hereby take notice of the factors to be considered by the Board of Control in determining whether a bid is not only the lowest bid, but the best bid. Said factors are contained in Canton Ordinance 86/2009, Chapter 105.01.

QUESTIONNAIRE

When completing Bid Form #8, please submit your answers, separately, on your company letterhead and attach to Bid Form #8.

In accordance with Canton Ordinance 86/2009, Chapter 105.01, Section (c), each bidder must complete the following questionnaire. This questionnaire is to be completed in a truthful and responsible manner by the bidder. The City reserves the right to consider the bidder in default for any false or misleading information supplied per this questionnaire. If the bid is made by a corporation, then this questionnaire is to be completed by its properly authorized agent.

1. Please describe the work, supplies and materials covered by the bidder's bid.
2. Please state the identification of all work to be subcontracted. **All subcontractors are also subject to the approval of the Board of Control based on the criteria contained in this section.**
3. Please provide the descriptions of the bidder's experience with projects of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a substantial portion of the project with its own forces.
4. Please provide documentation from previous, similar projects regarding timeliness of performance, quality of work, extension requests, fines and penalties imposed and payments thereof, liens filed, explanations of the same.
5. Please state the number of years the bidder has been actively engaged as a contractor in the construction industry.
6. Please provide your recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
7. Please identify any project(s) within the previous five years that the bidder was determined by a public entity not to be a responsible bidder, the reasons given by the public entity, together with an explanation thereof.

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Bid Form 8: Page 2

8. Please identify your financial responsibility to assure that the bidder processes adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
9. Please describe any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the bidder, to the extent that any work to be performed is within the field of such licensed professional.
10. Please describe any and all OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the bidder in the same three year period, together with an explanation of remediation or other steps taken regarding such violations and notices of violation.
11. Please describe any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason race, creed, color, disability, gender or national origin and/or violations of an employee's civil or labor rights or equal employment opportunities.
12. Please describe any litigation (including copies of pleadings) in which the bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.
13. Please describe any allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair practices within the past five years.
14. Please describe any violations of the worker compensation law.
15. Please describe any criminal convictions or criminal indictments, involving the bidder, its officers, directors, owners, and/or managers within the past five years.
16. Please describe any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.
17. Please provide documentation that the bidder provides health insurance and pension benefits to its employees.
18. Please state the experience and the continuity of the bidder's work force.

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Bid Form 8: Page 3

19. Please submit the identity of the bidder's permanent work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.
20. Please provide the identity of any temporary work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.
21. Please state whether the bidder's work force is drawn mainly from local employees as defined below. The number of local employees, and their job descriptions or trade specialties that the bidder will employ on the public contract.
 - Local Employee Definition
 - A. A person residing within the City of Canton or Stark County,
 - B. A person working for a contractor or from a pool of labor located within the City of Canton or Stark County; or
 - C. Due to the specialty nature of the employment to be performed, where a suitable person meeting either subsection A or B hereof is not available, a person residing or working within a location as close to Canton as is available. A "suitable person" means a person who is qualified to perform the work or trainable within a reasonable period of time.
22. If the bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, please state in detail the reasons therefore.
23. If the bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, please state in detail the reasons therefore.
24. State whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.
25. State whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
26. State whether the bidder's employees are OSHA-10 and/or OSHA-30 certified.

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Bid Form 9: Insurance Affidavit and Requirements

Insurance Requirements

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the Contractor for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.
- I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
- II. The Contractor shall maintain insurance of the kinds and in amounts specified in the attached schedule and furnish the Director of Public Service with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employers' Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
- III. In accordance with Item II, the Contractor shall maintain the following insurance:
1. Worker's Compensation and Employer's Liability Insurance affording,
- (a) Protection under the Workmen's Compensation Law in the State of Ohio.
 - (b) Employer's Liability protection subject to a minimum limit of \$100,000.00.
2. Commercial General Liability Insurance in amounts not less than:
- | | |
|---|----------------|
| General Aggregate Limit | \$2,000,000.00 |
| Products - Completed Operations Aggregate Limit | \$2,000,000.00 |
| Personal and Advertising Injury Limit | \$1,000,000.00 |
| Each Occurrence Limit | \$1,000,000.00 |
| Fire Damage Limit | \$100,000.00 |
| Medical Expense Limit | \$5,000.00 |

53rd Street Reservoirs Reroofing Project
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This insurance shall:

- a. include coverage for the liability assumed by Contractor under Item I (Indemnity);
- b. not to be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
- c. not be subject to any exclusion of property used by the insured or property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control unless the required Builders Risk or Installation Floater coverage is indicated on the required Certificate of Insurance (Item III.4);
- d. and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
- e. Include the City of Canton, Ohio and its agents, as additional insured for purposes of coverage under the subject policy.
- f. Include Burgess and Niple, Inc. and its agents, as additional insured for purposes of coverage under the subject policy.

3. Comprehensive Automobile Liability Insurance in the following minimum amounts:

Bodily Injury and Property Damage	
any one accident or loss:	\$1,000,000.00

4. The contractor will provide and maintain Installation/Builders Risk Insurance to protect the interests of both the contractor and the owner for materials transported to the job, stored or installed on the premises, or stored at any temporary location off premises. Such insurance shall be written on an "All Risk" form to include the perils of Fire, Extended Coverage, Vandalism, Malicious Mischief, Theft, Collapse and Water Damage. The amount of Insurance shall be 100% of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials in storage on or off the job site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the contractor, the cost of which is included in the direct cost of the work. This Insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds,

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forms, compressors, shanties or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.

- B. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the Service Director ten (10) days prior written notice for cancellation or any material change in the insurance.

Insurance Affidavit

Each bidder should obtain from its insurance representative and include in the bid submittal an insurance affidavit that contains the representations noted below. Make the affidavit on the insurance agency's letterhead, reference this project by name, and state at least the following:

1. The representative has reviewed and understands the insurance requirements (including the cancellation/non-renewal provisions) set forth in Bid Form 9.
2. The representative certifies that the company will provide the specified insurance should the contract be awarded to the contractor on whose behalf the certificate is being provided.
3. The names and A.M. Best Company ratings of companies required to provide the required insurance.

You must have the insurance affidavit notarized.

The successful bidder will be required to provide evidence of the required insurance as outlined in this bid form.

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The City of Canton Water Department**

Bid Form 10: Bidder's Affidavit: Foreign Corporation

***Any corporation that is not incorporated in the State of Ohio is a foreign corporation.**

The undersigned certifies that _____ is a foreign corporation incorporated in the State of _____, whose principal place of business is _____ and is required to obtain authorization to transact business in the State of Ohio.

The undersigned bidder further certifies that said authorization has been obtained and is in effect and the bidder has a designated statutory agent upon whom process against bidder corporation may be served within the State of Ohio. The designated

statutory agent is _____

(name and address)

Process served upon the designated statutory agent named above shall be effective service, unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a change in the agent upon whom process can be served.

Date

Signed

Title

Note: This statement is to be reproduced on the bidder's letterhead, signed by the authorized bid signatory, notarized and submitted with the bid.

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Bid Form 11: Listing of Subcontractors

The Bidder shall set forth the name, location of principal place of business, proposed amount of subcontract and type of work to be performed of each subcontractor who will perform work or labor or render service, as listed, to the bidder in or about the construction of the work or improvement to be performed under the Contract for which the attached Bid is submitted, and where the portion of the work which will be performed by each subcontractor will be. Note that subcontractors are distinguishable from suppliers.

Subcontractor – An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.

Supplier – A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the work by the CONTRACTOR or any Subcontractor.

The Bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself.

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Bid Form 12: Personal Property Tax Certification (ORC 5719.042)

Office of the Auditor
City of Canton
City Hall 218 Cleveland Avenue S.W.
Canton, Ohio 44702

Dear Sir or Madame:

(A) The undersigned hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

(B) The undersigned hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of bid opening the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is _____.

and

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

Name of Corporation

President

Secretary

NOTE: This form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to your company.

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Bid Form 13: Certification: Auditor of the State of Ohio

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that _____ does not have an
(Company or Individual Name)

outstanding unresolved finding for recovery issued by the Auditor of the
State of Ohio as defined by Ohio Revised Code (ORC) Section 9.24 as of

(Current date)

Signature of Officer or Agent

Name (Print)

Sworn to and subscribed in my presence this _____ day of
_____, 20 _____

(Notary Public)

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Bid Form 14: Articles of Incorporation

Please provide a copy of the bidding company's articles of incorporation. The City of Canton may request this information if it is not provided.

Section VI: Ohio Public Works Commission Requirements

All bidders shall take notice that this project will be funded in part with Ohio Public Works Commission (OPWC) funds. Thus, all bidders will be required to comply with all OPWC requirements including those outlined below. In the event that there is a discrepancy between these and any other requirements in this invitation to bid, the most stringent requirement shall apply.

Bidders are required to acknowledge these requirements by returning a copy of them, with a completed Section 9 (State of Ohio Equal Employment Opportunity Requirements), with their sealed bid. Failure to do so may result in a disqualification of your bid.

1. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in Ohio Revised Code §153.011 apply to this project. Copies of §153.011 can be obtained from any of the offices of the department of administrative services or through <http://codes.ohio.gov/orc/153.011>.

2. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID

(Required by Appendix B)

(Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<http://198.234.41.198/w3/webwh.nsf/wrlogin/?openform>

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all

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compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

3. UNRESOLVED FINDING FOR RECOVERY *(Required by Bid Form 13)*

The Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

4. OHIO WORKERS' COMPENSATION COVERAGE *(Required by Bid Form 9)*

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of

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coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage.

Furthermore, the Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

5. DRUG-FREE WORKPLACE PROGRAM

In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

6. OHIO PREFERENCE

In accordance with Ohio Revised Code §164.05 (A)(6), to the extent practicable, the Contractor and subcontractor shall use Ohio products, materials, services and labor in connection with this project.

7. BID GUARANTY (*Required by Bid Form 4*)

In accordance with Ohio Revised Code §153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. OHIO ETHICS LAW

Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

(Required in addition to Bid Forms 1 and 2)

NOTICE TO CONTRACTORS:

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

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CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Department of Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.

Please utilize the following link for instructions for electronic filing.

<http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.aspx>

>>> Does this bidder have a valid Certificate of Compliance? ___ Yes ___ No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? ___ Yes ___ No

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an Affirmative Action Program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity Coordinator prior to the bid opening, **OR** the prime contract bidder must evidence within its bid the adoption of the Minority Manpower Utilization Goals and Timetables set forth in "Appendix A" and the Specific Affirmative Action Steps set forth in "Appendix B" of the State Equal Employment Opportunity Bid Conditions.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening ? ___ Yes ___ No

OR

>>> If "No", with this bid response, the prime contract bidder hereby adopts the Minority Manpower Utilization Goals and Timetables set forth in Appendix "A" and the Specific Affirmative Action Steps set forth in Appendix "B" of the State Equal Employment Opportunity Bid Conditions. ___ Yes ___ No

Bidder must provide a "Yes" answer to one or the other of the above affirmative action alternatives.

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

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(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website:

<http://das.ohio.gov/EOD/CCInputForm29.htm>

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(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event that its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

(8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>> The prime contract bidder hereby adopts the foregoing covenants ? ___Yes ___No

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BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

_____/_____/_____
Signature of Authorized Officer Date

Title

>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.

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"APPENDIX A" OF THE STATE EEO BID CONDITIONS

MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

The following minority goals listed are expressed in terms of percentages of work hours for each trade to be used by the contractor in a designated area. Designated areas are defined as Ohio's Standard Metropolitan Statistical Areas (SMSA). They are: Akron, Cincinnati, Cleveland, Columbus, Dayton, Toledo and Youngstown-Warren. In cases where the project is not located in a designated area, the contractor may adopt minority utilization goals of the near/nearest designated area.

AKRON		CINCINNATI	CLEVELAND
All Trades	10%	<u>Trade</u>	<u>Trade</u>
		Asbestos Workers	Asbestos Workers 17%
		Boilermakers	Boilermakers 10%
		Carpenters	Carpenters 16%
COLUMBUS		Elevator Constructors	Electricians 20%
All Trades	10%	Floor Layers	Elevator Constructors 20%
		Glaziers	Floor Layers 11%
DAYTON		Lathers	Glaziers 17%
All Trades	11%	Marble, Tile, Terrazzo	Ironworkers 13%
		Millwright	Operating Engineers 17%
		Operating Engineers	Painters 17%
TOLEDO		Painters	Pipefitters 17%
All Trades	9%	Pipefitters	Plasterers 20%
		Plasterers	Plumbers 17%
		Plumbers	Roofers 17%
YOUNGSTOWN		Sheet Metal Workers	Other Trades 17%
All Trades	9%	Other Trades	

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"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

The following Affirmative Action steps are directed at increasing minority utilization:

(1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

(2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

(3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

(4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

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To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

(5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

(6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

(7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

(8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

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EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to assure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

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Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.
2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
3. The percentage of minority work force as compared with the total work force in the immediate labor area.
4. The general availability of minorities having requisite skills in the immediate labor area.
5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.
6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the work force.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above, and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of

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his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

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“APPENDIX C” OF THE STATE EEO BID CONDITIONS

FEMALE UTILIZATION GOALS

OAC 123:2-3-05 Required utilization analysis and goals

(A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor’s “Executive Order 84-9” and this rule.

(B) As required by the governor’s “Executive Order 84-9”, the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

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Section VII: Specifications

1.01 TECHNICAL SPECIFICATIONS:

The Technical Specifications and Drawings are provided under separate cover at the Purchasing Department website at (<https://cantonohio.gov/purchasing/?pg=showbids>).

All item numbers referenced to in the drawings refer to the State of Ohio Department of Transportation Construction and Material Specifications, 2013 Edition. All equipment, material and workmanship shall be performed according to these specifications and any Ohio Department of Transportation Standard Construction Drawings (SCD) referenced on the plans.

1.02 SUPPLEMENTAL SPECIFICATIONS:

01-00 - Project Documentation and Submittal Requirements for All Public Work Projects and Subdivision Developments

1.03 ADDITIONAL SPECIFICATIONS:

TECHNICAL SPECIFICATIONS

Division 1 – General Requirements

Sequence of Construction.....	01 10 01
Summary of Work.....	01 11 00
Project Meetings.....	01 31 19.01
Submittals.....	01 33 00
Health and Safety Provisions.....	01 35 26
Temporary Construction Facilities.....	01 50 00
Materials and Equipment.....	01 60 00
Cutting and Patching.....	01 73 29
Cleaning.....	01 74 23

Division 2 – Existing Conditions

Demolition.....	02 41 00
Selective Demolition.....	02 41 19

Division 3 – Concrete

Concrete Repair.....	03 01 30.73
Miscellaneous Cast-In-Place Concrete.....	03 30 53

Division 5 - Metals

Metal Fabrications.....	05 50 00
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Division 6 – Wood, Plastics, and Composites

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Miscellaneous Rough Carpentry.....06 10 53

Division 7 – Thermal and Moisture Protection

Ethylene-Propylene-Diene-Monomer (EDPM) Roofing.....07 53 23

Roof Specialties.....07 71 00

Manufactured Roof Expansion Joints.....07 71 29

Roof Accessories.....07 72 00

Division 32 – Exterior Improvements

Chain-Link Fences and Gates.....32 31 13

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Supplemental Specification 01-00

**PROJECT DOCUMENTATION AND SUBMITTAL REQUIREMENTS
FOR
ALL PUBLIC WORK PROJECTS AND SUBDIVISION DEVELOPMENTS**

September, 2000

* Revised August, 2009

Project Submittals: The following listed items are the full responsibility of the Contractor. These items become part of the administrative duties imposed upon this Contract. The Contractor shall be responsible for submitting all detail items prior to the contract Notice of Commencement, or as directed by the City's Project Manager. A typewritten letter shall accompany all items, on Company letterhead; clearly describe each item submitted. If Contractor elects to fax any documentation due to expediency, the Contractor will be responsible for submitting hard copy for project documentation. The City will reject any information not clearly legible. **Submit four copies of the project submittals.**

Contractor will clearly affix a label or stamp identifying the submittal and its status for project review. All actions other than "no exception taken" will require supporting notation or information for project review.

Allow at least 10 business days for City's review and execution. The City Project Manager shall assist the Contractor with any questions or clarification during this process to ensure timely response to the Contractor.

The City will not pay directly for the performance of the work listed. This work is a subsidiary obligation of the Contractor.

1. Shop Drawings
2. Preconstruction Video
3. Progress Schedule
4. Release Statement for Disposal of Excavated Material
5. Traffic Control Plan
6. Contractor and Subcontractor Emergency Contact List
7. Statements of Final Compliance

For additional submittal requirements, refer to Section 01 33 00 "Submittals" under 1.03 Additional Specifications. If there is any conflicting data, Section 01 33 00 shall take precedence.

1. Shop Drawings

- a) Upon written request from the Engineer, the Contractor shall submit detailed drawings, acceptable catalog data, specification and material certifications for all materials and/or equipment specialized or required for the proper completion of the work.

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- b) Contractor shall submit shop drawings in not less than four (4) copies to the Engineer.
 - c) Contractor shall submit shop drawings in proper sequence of construction to cause no delay in the work. The Engineer will have ten (10) business days to review submittals. The Contractor's failure to transmit appropriate submittals to the Engineer sufficiently in advance of work shall not be grounds for time extension. No work shall be performed requiring shop drawings until same the Engineer has approved these shop drawings.
 - d) Label each shop drawing with the following:
 - 1. Project Name
 - 2. Name of Contractor
 - 3. Name of Subcontractor (if applicable)
 - 4. Name and Address of Supplier and/or Manufacturer
 - 5. Log Reference Number
 - e) The Contractor is responsible for reviewing and approving all shop drawings prior to submittal. The Engineer's review does not make him responsible for the accuracy of said drawings.
2. **Preconstruction Video:** Prior to actual construction, the Contractor shall take video recording of the entire length and width of the work site.
- a) The Contractor shall notify the Engineering Department prior to scheduling the video recording of the site. A representative of the Engineering Department shall be present when the recording this video.
 - b) The video and audio recordings shall be on DVD or pre-approved alternative for replay. Contractor must submit alternative medium to the Engineer and approval received prior to scheduling.
 - c) The video portion shall have continuous time and date incorporated into it, locations and person(s) doing the work.
 - d) Audio comments during the recording must address each item in the field of view as it may pertain to the project construction. The recording technician will need to become familiar with the project plans to know what subject matter is pertinent. Further, contractor must incorporate a post recording review and audio comments into the recording.
 - e) Submitted copies of all recordings are the property of the Engineer. Contractor must submit the recording and be accepted in full by the Engineering Department prior to the start of construction.
3. **Progress Schedule:** The Contractor shall provide to the City, as mutually agreed upon at the Contract's Preconstruction meeting, a graphic progress schedule, which shall include the following:
- a) Progress schedule as a minimum to be prepared in **CRITICAL PATH METHOD FORMAT (CPM)**. The schedule shall be submitted, as a minimum, on 11" x 17" format for clarity and any necessary notations. Progress schedule shall include all work activities relative to the project, as further described in the Contract. Activities and rate of expected progress to secure completion as set forth in the Contract shall be shown on the

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schedule. Contractor to annotate any milestones that may be indicated in the Contract. Project completion date shall be clearly defined on the original schedule and all ensuing schedules provided.

- b) Schedules shall be updated, as a minimum, every 30 days, or as agreed to by the City's Project Manager.

4. Release Statement for Disposal of Excavated Materials

- (a) The Contractor shall provide to the City a written consent statement from all property owners whose property is a landfill depository for all surplus or unsuitable excavated material from the project site.
- (b) The Contractor shall follow ODOT 105.16 for specific guidelines and name the "City of Canton" in lieu of "the Department" on all forwarded documents. The City requires a contract or permit that contains the language stating that the City is not party to the contract or permit, the material is not the City's, and that the contractor and the property owner will hold the City harmless from claims that may arise from this contract or permit.
- (c) See attached sample copy for referencing purposes.

5. Traffic Control Plan: Contractor shall submit a graphical presentation or written document detailing the signage to be used and its location for maintenance of traffic. If traffic control will be performed in stages, submit a plan for each stage. Any proposed detours should be approved by the Engineer prior to plan submission.

6. Contractor and Subcontractor Emergency Contact List: Contractor shall submit to the Engineer, prior to commencing construction, a complete list of the Contractor's personnel associated with the project. List should include name, title, and emergency contact phone numbers for each individual.

7. Statements of Final Compliance: The Contractor shall submit to the City the following documentation, in addition to the Project's General Conditions. All submittals shall be completed and approved prior to the release of the final retainer.

- a) Certificates of Substantial and Final Completion. Contractor shall submit in writing, the date on which work is substantially completed and upon Final Completion. Any deviation from the stated contract completion date to what is being submitted shall be explained further by the Contractor. The City, at their discretion, will further review this subject, as needed.
- b) Final Waiver of Lien
Contractor shall furnish a written report indicating the resolution of any and all property damage claims filed with Contractor by any party during the contract period. The information shall include the name of claimant; date filed with Contractor; name of Insurance Company and/or Adjustor handling the claim; how the claim was resolved; if claim was not resolved for the full amount, a statement indicating the reason for such action. If there were no damage claims filed with the Contractor, then this shall be so stated in the report.

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(SAMPLE COPY)

Waste Disposal Agreement for Projects in the City of Canton

Items 1, 3 - 9 are optional and discretionary to the undersigns

THIS WASTE AGREEMENT, made this _____ day of _____ 20____, by and between _____ (called "Contractor"), and _____ of _____ (called "Land Owner"), concerning a certain construction contract between the Contractor and _____ in the City of Canton, OH for the _____ (project), as follows:

1. **MANNER OF WASTING:** Land Owner grants to Contractor the exclusive right to place dirt, earth, rock, topsoil, subsurface, unsuitable and/or other excess material (called "waste material") upon the area described in the following paragraph without requirement, limit, or restriction as to depth, amount, manner, or time.
2. **WASTE AREA:** The property upon which Contractor is permitted to place material is commonly known as _____ (address).
3. **TITLE TO WASTE AREA:** The Land Owner warrants that it has title to and the right to contract for placement of waste material in said area and agrees to defend and indemnify Contractor against any claim, suit, or damage arising out of such title or right to contract.
4. **ACCESS AND USE:** Land Owner hereby grants Contractor the right of ingress and egress to the waste area in locations to be selected by Contractor for all purposes necessary to the complete fulfillment of this agreement, and the right of quiet enjoyment in the intended use of such area.
5. **PAYMENT:** Contractor agrees to pay and Land Owner agrees to accept as full and final compensation for all rights granted and covenants contained herein and all claims of every nature the sum of _____ payable _____.
6. **BASIS OF MEASUREMENTS:** It is mutually agreed that measurement of the amount of materials wasted, where required, shall be made on the following basis: _____ and said measurement shall be binding upon the parties hereto for all purposes.
7. **DAMAGES:** Land Owner hereby waives any and all claims for damage to the waste area and to the area of ingress and egress except as specifically noted herein.
8. **RELEASE:** Upon receipt of final payment hereunder, and provided all terms of this agreement have been fulfilled, Land Owner hereby releases Contractor from further liability of any kind or nature hereunder.

WITNESSES:

CONTRACTOR:

Authorized Signature & Title

LANDOWNER:

Signature

9. **ENTIRE AGREEMENT:** It is agreed that the terms and conditions of this agreement are fully covered in the foregoing, and that any oral or written statements made by either party, or agents claiming to represent either party, not set forth herein, are not binding on the parties and are not considered as part of this Agreement.
10. **DISCLAIMER:** The City of Canton is not a party to the here above agreement. The Contractor and Landowner shall indemnify and save harmless the City of Canton from any claim that may arise from the here above agreement. The waste material is the property of the Contractor, not the City of Canton.

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SECTION 01 10 01

SEQUENCE OF CONSTRUCTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. **General.** Drawings and general provisions of Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to this section.

1.2 DESCRIPTION OF WORK

- A. **Scope of Work.** The Contractor shall provide the labor, materials, tools, and equipment necessary, temporary or permanent, required to prepare schedules and planned sequences of construction to construct the project and improvements in accordance with the drawings and as specified herein.

1.3 QUALITY ASSURANCE

Not used.

1.4 SUBMITTALS

- A. **Construction Schedule.** The Contractor shall prepare and submit to the Engineer in writing proposed schedule and overall sequence of construction and schedule for this project.
- B. **Construction Staging Area.** The Contractor shall prepare and submit to the Engineer a site plan showing the proposed construction staging area.

1.5 JOB CONDITIONS

- A. **General Requirements.** It is imperative that one existing reservoir remain functional during this construction.
- B. **Maximum Shutdown Period.** Work shall be scheduled to shut down one reservoir at a time. It is anticipated that each reservoir will be emptied and shutdown during the re-roofing process. Scheduling of the shutdown and subsequent re-commissioning of the reservoirs will be by approval of the Owner and the Engineer. After final acceptance of the first reservoirs new roof, the contractor shall allow 5 weeks for the OWNER to disinfect and re-commission that reservoir prior to proceeding to the other reservoir.
- C. **Construction Staging Area.** Storage of equipment and materials for construction shall be limited to the staging area, and properly protected and stored prior to use. Contractor is responsible to provide security and surveillance to protect against theft and vandalism at his own cost.
- D. **Construction Start.** No construction shall commence until approval of the Contractor's proposed schedule and overall sequence of construction for the project.

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- E. **Complete construction** of the first reservoir no later than 150 days after Notice To Proceed.
Complete construction of second reservoir no later than 250 days after Notice To Proceed.

F. **Coordination**

1. The Contractor shall coordinate the work of all subcontractors, crafts, and trades engaged in the work. The Contractor shall develop and have final responsibility with respect to coordination of the work and in developing and enforcing the schedule.

G. **Specific Requirements**

1. The Contractor shall meet with the Engineer and Owner to determine which reservoir must be maintained in use or operation. Also determine possible hours and time use or service may be interrupted.
2. The Owner and Engineer may provide for the Contractor's use and consideration, a suggested sequence of construction. Key service interruptions or sequence of construction concerns are presented below.
3. **Suggested Sequence of Construction.** Below is the Engineer's suggested Sequence of Construction for the Canton reservoirs re-roofing project.
 - a. Coordinate with City for draining of reservoir No. 1.
 - b. Repair two roof vents, three hatches, and miscellaneous concrete repair on reservoir No. 1 prior to initiating roof replacement.
 - c. Start and complete re-roofing of reservoir No. 1 including debris removal from reservoir from roofing construction.
 - d. Coordinate with City reservoir No. 1 roof inspection, cleaning, filling, and disinfection. Contractor shall allow 5 weeks after final acceptance of reservoir No. 1 for the City to complete this work.
 - e. Once reservoir No. 1 is back online, coordinate with City for draining of reservoir No. 2.
 - f. Repair two roof vents, three hatches, and miscellaneous concrete repair on reservoir No. 2 prior to initiating roof replacement.
 - g. Start and complete re-roofing of reservoir No. 2.
4. Other work to be performed in conjunction with scheduled work listed above. Repairs to vault lids, demolition and installation of new vault lids, and fence work can be performed by Contractor at any time in accordance with approval work plan.
 - a. Replacement of fence at altitude valve.
 - b. Repair of altitude valve concrete curb.
 - c. Removal and repair/replacement of control valve access door.
 - d. Removal and replacement of fencing for reservoirs.

1.6 DELIVERY, STORAGE, AND HANDLING

Not used.

1.7 SPECIAL WARRANTY

Not used.

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PART 2 - PRODUCTS

- 2.1 **GENERAL.** The Contractor shall prepare and provide the Owner and Engineer the following products:
- A. **Projected Construction Schedule.** See Supplemental Specification 01-00.
 - B. **Revised Construction Schedule.** A revised construction schedule incorporating any changes resulting from the schedule review.
 - C. **Updated Construction Schedule.** Updated projected construction schedule as the work progresses. Updating would reflect changes in the schedule due to changes in scope, materials delay, or abnormal weather conditions.
 - D. **Written Sequence of Construction.** An overall written sequence of construction.
 - E. **Proposed Methods of Construction.** The proposed methods of construction including excavation equipment, storage of material, and disposal of excess material.
 - F. **Construction Staging Area.** A site plan of the project site showing the location of storage and activity plan during construction.

PART 3 - EXECUTION

3.1 **EXAMINATION**

- A. **Site Verification.** The Contractor shall confirm and verify all requirements, conditions, dimensions, and time intervals prior to beginning actual construction in any given area and that the conditions have not changed since preparation, submission, and approval of the sequence of construction.

3.2 **PREPARATION**

- A. **Safety.** All required or appropriate safety measures, methods, devices, or equipment shall be available and in place prior to beginning any construction.
- B. **Permits.** All required permits and approvals shall be on-site at the time of beginning construction.

3.3 **REQUIREMENTS**

- A. **Sequences and Interferences.** Since reservoir shut downs are included in this work the Contractor shall take any and all steps necessary to avoid unnecessary delays in schedule.
- B. **Construction Staging Area.** The Contractor shall construct and maintain a construction staging area. Area developed and maintained shall be suitable in size to meet the needs of all Contractors involved with the project. Construction staging area shall be returned to original condition by the Contractor following the completion of the project. Returning areas to original condition shall include removal of all roadway materials, discing of soil, regrading, and seeding.
- C. **Construction Compliance.** Judgments of practicality of compliance will be made by the Engineer and approval by the Engineer will be given for proposed sequence only. The

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Contractor shall furnish all labor, equipment, and materials, temporary or permanent, required for compliance at no additional cost to the Owner.

- D. **Coordination.** The Contractor shall be responsible for coordinating and scheduling the activities of his subcontractors with the Owner. The following sequencing requiring special coordination is provided for the Contractor's convenience. This list should not be considered complete and any omissions of interconnections or sequencing from this list shall not relieve the Contractor of his responsibility.
1. The Contractor and subcontractor shall coordinate installation of materials and equipment so as to not interfere with the work of other Contractors or subcontractors. Where interferences are anticipated, they shall be brought to the attention of the Contractor for resolution, which shall be subject to approval by the Owner.
 2. The Contractor and subcontractor shall locate and install materials in the location of new concrete before the concrete is poured and shall do so as directed by the Contractor and as shown in an approved shop drawing.
 3. No extra compensation will be allowed to cover the cost of removing piping, conduit, ducts, etc., or equipment due to a lack of coordination or communication between the Contractor and subcontractors.

3.4 DEMONSTRATION

- A. **Records and Responsibility.** The Contractor shall maintain all approved schedules, sequences of construction, copies of communications of all coordination, and other information as required at the construction site. A single point of coordination shall be designated in one responsible individual by the Contractor.

END OF SECTION

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. **General.** Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to this section.

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all labor, materials, tools, and equipment necessary to construct the project in accordance with the plans and as specified herein. Coordinate all work performed by subcontractors for proper workmanship and compliance with plans and specifications.

- B. **Contract Work.** The Contract can be summarized as follows:

1. The Contract includes structural construction plus other activities traditionally recognized as general construction. It also includes administrative and coordination responsibilities. Work under this Contract includes but is not limited to:
 - a. General requirements including submittals; temporary construction facilities including temporary power, toilets, and drinking water; protected staging area; and overall project coordination and scheduling.
 - b. Demolition of existing reservoir roofing system and construction of new EPDM roofing system – typical for two reservoirs.
 - c. Concrete repair work for hatches on the reservoir roofs and concrete repair work for altitude valve hatch curb.
 - d. Chain link fencing replacement (ADD ALTERNATE).
 - e. Remove six existing roof hatches on reservoirs, cast new concrete curb, and install new roof hatches.
 - f. Remove four existing roof hatches, cast new concrete curb, and install four new roof safety vents.
 - g. Blanking off existing louver openings.
 - h. Repair of existing isolation valve chamber hatch.

- C. **Definition of the extent of Contract Work.** The extent of the Contract is indicated in the Contract Documents. Except where no other more specific description is contained in the Contract Documents, general names and terminology on the drawings and in specification sections determines which prime Contract includes a specific element of work.

1. Local custom and trade union jurisdictional settlements do not control the scope of work included in each prime Contract. When a potential jurisdictional dispute or similar interruption of construction activities is

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first identified or threatened, the affected prime Contracts shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and its delays.

1.3 QUALITY ASSURANCE

- A. **Codes and Standards.** Perform all work in compliance with all federal, state, and local codes.

1.4 SUBMITTALS

- A. **Submittal Requirements.** See other Division 1 sections for required administrative submittals and for procedures necessary for transmittal of submittals.

1.5 JOB CONDITIONS

Not used.

1.6 DELIVERY, STORAGE, AND HANDLING

Not used.

1.7 SPECIAL WARRANTY

Not used.

1.8 OWNER OCCUPANCY

- A. **Full Owner Occupancy.** The Owner will occupy the site off and on during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the work so as not to interfere with the Owner's operations.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

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SECTION 01 31 19.01

PROJECT MEETINGS

PART 1 - GENERAL

1.1 **RELATED DOCUMENTS.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 specification sections, apply to this section.

1.2 **DESCRIPTION OF WORK**

A. **General.** Provide the labor and materials necessary to attend and participate in project meetings in accordance with the plans and specifications.

B. **Conferences and Meetings.** This section specifies administrative and procedural requirements for project meetings including but not limited to:

1. Preconstruction conference.
2. Progress meetings facilitated by the Engineer/Architect.

1.3 **QUALITY ASSURANCE** (Not used)

1.4 **SUBMITTALS** (Not used)

1.5 **JOB CONDITIONS** (Not used)

1.6 **DELIVERY, STORAGE, AND HANDLING** (Not used)

1.7 **SPECIAL WARRANTY** (Not used)

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION

3.1 **PRECONSTRUCTION CONFERENCE**

A. **Schedule.** The Engineer/Architect will schedule and conduct a preconstruction conference and organizational meeting at the project site or other convenient location after execution of the agreement and prior to commencement of construction activities. No work shall commence prior to the meeting.

B. **Attendees.** The Owner, Engineer/Architect, the Contractor, and their superintendents, major subcontractors, manufacturers, suppliers, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.

C. **Agenda.** Discuss items of significance that could affect progress including such topics as:

1. Tentative construction schedule.
2. Critical work sequencing.
3. Designation of responsible personnel.
4. Procedures for processing field decisions and Change Orders.

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5. Procedures for processing Applications for Payment.
6. Distribution of Contract Documents.
7. Submittal of shop drawings, product data, and samples.
8. Preparation of record documents.
9. Use of the premises.
 10. Office, work, and storage areas.
 11. Equipment deliveries and priorities.
 12. Site safety.
 13. Security.
 14. Housekeeping.
 15. Working hours.
10. Others as appropriate.

D. **Minutes.** Within 7 days of the preconstruction conference, the Engineer/Architect will distribute minutes to all attendees.

3.2 PROGRESS MEETINGS

- A. **Schedule.** The Engineer/Architect will conduct progress meetings at the project site on a monthly basis at regularly scheduled intervals. Coordinate dates of meetings with preparation of the monthly payment requests.
- B. **Attendees.** In addition to representatives of the Owner, Engineer/Architect, and the Contractor, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.
- C. **Agenda.** Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
 1. Contractor's Construction Schedule.
 - a. Review progress since the last meeting.
 - b. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead of or behind schedule.
 - c. Determine how construction behind schedule will be expedited.
 - d. Secure commitments from parties involved to do so.
 - e. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.
 2. Review the present and future needs of each entity present, including such items as:
 - a. Interface requirements.
 - b. Completion times.
 - c. Preferred sequences.
 - d. Delivery schedule.
 - e. Off-site fabrication problems.
 - f. Access issues.

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- g. Site utilization.
 - h. Temporary facilities and services.
 - i. Hours of work.
 - j. Hazards and risks.
 - k. Housekeeping.
 - l. Quality and work standards.
 - m. Change Orders.
 - n. Documentation of information for payment requests.
- D. **Schedule Updating.** The Contractor shall revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized and submit the revised schedule within 3 days of each progress meeting for distribution with the minutes.
- E. **Minutes.** Within 7 days of the progress meeting, the Engineer/Architect will distribute minutes to all attendees.

END OF SECTION

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SECTION 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.1 **RELATED DOCUMENTS.** Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to this section.

1.2 **DESCRIPTION OF WORK**

A. **Scope of Work.** Provide all labor and materials necessary to furnish the following submittals as required by each individual section of the specifications.

1. Shop drawings.
2. Product data.
3. Samples/mock-ups.
4. Operation and Maintenance (O&M) manuals.
5. Personnel qualifications.
6. Training documents.
7. Source quality control documents.
8. Material field test reports.
9. Start-up documents.
10. Operational demonstration documents.
11. Product/material certifications.
12. Special warranties.
13. Project record documents.
14. Others (as specified in the individual technical specifications).

1.3 **QUALITY ASSURANCE** (Not used)

1.4 **SUBMITTALS**

A. **General.** Submit all submittals in accordance with the requirements within this specification section.

B. **Submittal Package No. 1 – Submittal Schedule**

1. Within 15 days after notice of award, CONTRACTOR shall submit to ENGINEER, for its timely review, a preliminary submittal schedule.
 - a. This schedule shall include all submittals that are required to be used on the project, and the date of submittal to the Engineer/Architect.
 - b. Include in schedule a milestone for notification of the Engineer/Architect prior to field-verifying operation and maintenance manuals.
 - c. Submittals requiring multiple submissions shall include multiple listings on the documents.
 - d. The Engineer/Architect will review the list and make any necessary comments.

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- e. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
- f. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently.
- g. Processing. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals, depending upon the complexity of the submittal.
 - 1) Allow 4 weeks for processing each submittal.
 - 2) No extension of the Contract Time will be authorized because of failure to transmit submittals to the Engineer/Architect sufficiently in advance of the work to permit processing.

1.5 JOB CONDITIONS (Not used)

1.6 DELIVERY, STORAGE, AND HANDLING

- A. **Store and protect large samples and mock-ups** until the Project is completed, then properly dispose of off-site.
- B. **Maintain and make available** to the Engineer/Architect, at the job site, a complete file of all approved submittals as part of the project record documents.

1.7 SPECIAL WARRANTY (Not used)

PART 2 - PRODUCTS

2.1 SUBMITTAL TRANSMITTAL

- A. **Transmit each submittal** from the Contractor to Engineer/Architect using a transmittal form. Include the following on the transmittal form.
 - 1. Relevant information and requests for data.
 - 2. Deviations from Contract Document requirements, including minor variations and limitations.
 - 3. The specification section number.
 - 4. Other pertinent information to identify the items being submitted.

2.2 GENERAL REQUIREMENTS FOR SUBMITTALS

- A. **Originals**
 - 1. The Contractor, the subcontractors, or suppliers shall generate submittal information.
 - 2. No reproductions of partial (or complete) versions of the plans, sections, details, schematics, specification pages, etc., from the Contract Documents are acceptable.
- B. **Complete Submittals.** Clearly describe the equipment to be furnished with complete and detailed submittal information.

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- C. **Identification.** Properly identify all submittal-related documents and arrange in a logical order to best present the information. Provide an index that includes the following on every submittal.
1. Manufacturer's name and address.
 2. Submittal date and revision number, if applicable.
 3. Contract identification and specification section.
 4. Drawing scale and orientation.
 5. Submittal page number or sequence of pages.
 6. Drawing number.
- D. **Verification**
1. Where existing conditions or structures exist, field-verify dimensions, elevations, clearances, etc.
 2. The submittal shall not be accepted for review until such verified data is clearly indicated.
- E. **Legends**
1. All submittal diagrams, drawings, schematics, etc., shall include complete keys, legends or similar explanation as to the graphics, and symbols and abbreviations used.
 2. In general, all graphics, symbols, abbreviations, and equipment nomenclature used for a submittal shall duplicate those used on the Contract Drawings.
- F. **Approvals.** Provide the following on each submittal.
1. A space approximately 4" x 5" on to record the Contractor's review and approval markings and the action taken. These shall include the Contractor's:
 - a. Approval stamp.
 - b. Signature.
 - c. Date of approval.
 - d. Deviations from the Contract Documents.
 2. An equal area beside the Contractor's review and approval markings for the Engineer/Architect's review stamp.
- G. **One Section per Submittal.** Each submittal shall pertain to only one specification section.
- H. **All submittal information shall be:**
1. Neatly arranged.
 2. Legible.
 3. Not distorted or faded.
 4. English.
 5. In United States standard units.
 6. Typed.

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- I. **All letters, certifications, and similar documents** shall be submitted in their entirety. Single pages of multiple-page letters, or letters with deleted passages will not be acceptable for submittal purposes.
- J. **"Generic" letters, test reports**, material certifications, or similar documents which do not specifically address the requirements of the Contract Documents for the actual materials being furnished will not be acceptable.
- K. **Mark all submittals** to clearly indicate the full extent of the equipment to be furnished.
 - 1. Indicate all options to be provided, materials of construction, dimensions, and other information pertinent to the submittal.
 - 2. Options, materials, and dimensions which do not pertain to the materials or equipment to be furnished shall be neatly marked out so as to avoid confusion and doubt during review, delivery, and installation.
- L. **Resubmittals must clearly identify** all changes and revisions.
 - 1. The drawing shall be marked "revised" with the revision date indicated.
 - 2. Each resubmittal shall reference the previous submittal by the Engineer/Architect's log number.
- M. **"By Others"**
 - 1. All submittals are reviewed as if prepared by the Prime Contractor.
 - 2. The term "By Others" is appropriate to indicate supply by the Owner or another Prime Contractor.
 - 3. Where a subcontractor or supplier uses the term "By Others" to indicate work by the Prime Contractor or another subcontractor or supplier, the Prime Contractor shall change "By Others" to indicate the actual source.
- N. **Deviations from Contract.** Highlight, encircle, or otherwise indicate deviations from the Contract Documents in all submittals.

2.3 SPECIFIC SUBMITTAL-TYPE REQUIREMENTS

- A. **Shop Drawings.** The following paragraphs detail the general requirements for shop drawings and specific requirements for specific types of shop drawings.
 - 1. General Requirements.
 - a. A shop drawing is a detailed representation of the work to be performed to demonstrate compliance with the Contract Drawings including:
 - 1) Material and equipment layout.
 - 2) Fabrication drawings.
 - 3) System and electrical schematic diagrams.
 - 4) Equipment and material schedules.
 - 5) Installation details.
 - b. Submit newly prepared information, drawn to accurate scale.

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- c. Standard information prepared without specific reference to the project is not considered shop drawings.
2. Equipment/Material Layout Drawings.
 - a. Include:
 - 1) Plot plans.
 - 2) Plant site maps.
 - 3) Equipment location plans.
 - 4) Equipment and material layout plans and sectional views.
 - 5) Connection detail drawings.
 - 6) Similar drawings showing the incorporation of materials and equipment into the work.
 - 7) The physical layout to scale, including elevations, plant grid coordinates, dimensions to new/existing structures, and other items of the work.
 - 8) Dimensions.
 - 9) Labeling.
 - 10) Notes.
 - 11) Legends.
 - 12) Bills of materials.
 - 13) All other information required to graphically describe the proposed work.
 3. System Schematics and Diagrams. **(Not Applicable)**
 - a. These include schematic representations of systems and equipment in a manner which shows the relative relationship of the components within the system and interconnections or interfaces with other systems or equipment.
 - b. These systems shall be shown on the most appropriate type and format of schematic diagram.
 - c. Diagrams shall identify all equipment and other components.
 - d. Indications shall be provided of system features such as flow directions, flow ranges, component sizes, capacities, settings, interlocks, component identification, and component or subsystem function.
 - e. Various types of systems for which schematic diagrams shall be required include:
 - 1) Process Piping Systems.
 - 2) Plumbing and Utility Piping Systems.
 - 3) Heating and Air Conditioning Systems.
 - 4) Ventilating Systems.
 - 5) Pneumatic Systems.
 - 6) Hydraulic Systems.
 - 7) Conveying Systems.
 - 8) Process and Chemical Feed Equipment Systems.
 - 9) Electrical Distribution Systems.
 - 10) Control Systems.
 - 11) Alarm Systems.

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12) Communication Systems.

- f. In some instances it may be appropriate to combine multiple types of system schematics onto a single drawing. In general, this practice would be appropriate for simple, self-contained systems and the adjacent subsystems and when required to clearly show system functionality.

B. Product Data. Product data is submittal information that fully describes the item to be incorporated into the work. Product data shall include when applicable:

1. Manufacturer name.
2. Catalog cut-sheets.
3. General descriptive bulletins/brochures/specifications.
4. Materials of construction data and parts list.
5. Finish/treatment data.
6. Equipment/material weight/loading data.
7. Power/utility requirements.
8. Engineering design data, calculations, and system analyses.
9. Digital system documentation.
10. Any deviations from the contract documents.
11. Material Certifications. These include signed certificates or declarations by the Contractor, supplier, manufacturer, testing laboratory, or recognized certification agency which document that materials and product composition or construction comply with specified requirements and stated reference standards.
12. Manufacturer's printed recommendations.
13. Compliance with recognized trade association and testing agency standards.
14. Application of testing agency labels and seals.
15. Notation of dimensions verified by field measurement.
16. Notation of coordination requirements.
17. Specific response to detailed specification requirements.
18. Maximum operating pressure and temperature ratings.
19. Other information specifically called for under the sections of Divisions 1 through 44 shall be included in this category.

C. Samples or Mock-Ups

1. Samples. Samples are portions of or complete units of the precise article proposed to be furnished.
2. Color and Pattern Charts. When the precise color and pattern are not specifically prescribed in the Contract Documents, or when the Contract Documents require that a product be furnished in a color or pattern directed by the Owner or Owner's Representative, submit accurate color charts and pattern charts of the available ranges for review and selection.
3. Mock-Ups. Build mock-ups with full-size products to match the scale of the proposed construction to demonstrate compliance with specified requirements and construction standards.

D. O&M Manuals

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1. General.
 - a. Bind each copy in an appropriately sized three-ring notebook a cover designating the name of equipment, maintenance, and specification section number.
 - b. Bind operation and maintenance instructions for each specification section in a separate notebook.

2. Required Information. Include the following information to provide a description of the incorporation of the equipment into the work and with functional data to evaluate equipment operation.
 - a. Operation Sequence Descriptions. These shall:
 - 1) Include complete, detailed written descriptions of the operating sequence of all control systems and operations in all modes.
 - 2) Be specifically prepared for this work.
 - 3) Be fully referenced to control diagrams and system components.
 - 4) Include start-up and shut-down procedures and operations under manual, automatic, and emergency (alarm) conditions and any alternate operating modes.
 - 5) Include operation of switches, lights, timers, relays, contacts, valves, motors, and equipment components.
 - 6) Describe interlock functions including system safety functions.

 - b. Software/Programming Documentation. **(Not Applicable)**
 - 1) Reference this documentation to the Operating Sequence Descriptions and include flow charts, program source codes listings, and documentation ladder diagrams with detailed descriptions for each rung of the software provided.
 - 2) Provide information to instruct and to familiarize the operator with the system programming to enable a step-by-step evaluation of the program.
 - 3) Provide notations, remarks, and labeling on the program source code listing to indicate the program operation and function.
 - 4) Provide any additional narrative description of the program operation to fully describe the system parameters and functionality in a clear and logical manner.

 - c. Manufacturer's Instructions. Include:
 - 1) Installation, routine preventive maintenance, troubleshooting, and lubrication instructions.
 - 2) Procedures for moving, supporting, and anchoring of equipment, including tolerances for settings and adjustment.
 - 3) Storage requirements to protect products prior to installation and during periods of prolonged shutdown.
 - 4) Storage requirements of extra materials.

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- d. Parts List. Include assembly, exploded-view illustrations, or sectional drawings with all parts identified. Also include descriptions, quantity (per assembly) required, and original equipment manufacturer's part numbers.
- e. Supplier Data. Provide addresses, telephone numbers, and names of contact persons for equipment manufacturer and manufacturer's representative. Include both regional (local) and home offices.
- f. Warranties and Guarantees. Include copies of the approved draft warranties in the initial operation and maintenance manual submittal. Following substantial completion, provide copies of the executed final warranties for insertion into the final operation and maintenance manuals.
- g. Approved Submittals. Provide a complete list (including submittal numbers) of all approved submittals pertaining to the operation and maintenance instructions.
- h. Copies of all materials shipped with the equipment.
- i. Copies of all approved submittals including control wiring diagrams.

E. Personnel Qualifications

- 1. General. These qualification statements and information pertain to personnel and entities employed in the prosecution of the work.
- 2. Specific Information. Provide the following information regarding the proposed personnel or entity.
 - a. Education/training.
 - b. Company employment history.
 - c. Professional experience.
 - d. References.
 - e. Certifications or licenses.

Stated qualifications shall be pertinent to the specific task for which qualifications are requested.

F. Training Documents (Not Applicable)

- 1. Instructors' Qualifications. See paragraph 2.3 E.
- 2. Proposed schedule for the training sessions.
- 3. Lesson Plan. Lesson plans shall:
 - a. Be O&M manual-based.
 - b. Cover all components of each system regardless of source of supply or manufacturer.

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- c. Detail the instructional objective statement on the goal(s) intended to be achieved by the end of the training session.
 - d. Indicate the category of training (operation, maintenance, and electrical instrumentation); describe the session including length and type (classroom or field) and the instructor.
- 4. One copy of all instructional material to be used during training.
 - 5. A sign-in sheet containing the signature of each attendee, training topic, and date after the training is completed.

G. Source Quality Control Documents

- 1. Inspection.
 - a. Inspection data includes inspection procedures and results of factory inspections of products, equipment, or systems.
 - b. Within this type of submittal information are factory witness test procedures, schedules and reports, and similar data.
- 2. Testing.
 - a. Test data is the information leading to or resulting from tests performed on materials, equipment, or systems at the manufacturer's facilities or in testing laboratories.
 - b. This also includes data on testing equipment.
 - c. Examples of test data include all information, test arrangement, drawings, illustrations, diagrams, curve plots, graphs, and other data which substantiates or establishes a material or product characteristic, quality, or other trait as a result of test required by the Contract Documents.

H. Material Field Test Reports

- 1. Report Data. Written reports of each inspection, test, or similar service shall include, but not be limited to:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the work and test method.
 - g. Identification of product and specification section.
 - h. Complete inspection or test data.
 - i. Test results and interpretations of test results.
 - j. Ambient conditions at the time of sample taking and testing.
 - k. Comments or professional opinion as to whether inspected or tested work complies with Contract Document requirements.
 - l. Name and signature of laboratory inspector.
 - m. Recommendations on testing.

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2. Example reports covered by this paragraph include compaction tests and concrete, leakage, and disinfection tests.

I. Start-Up Documents (Not Applicable)

Start-Up Request. Start-up requests shall include the following:

- a. Qualifications of Manufacturer's Representative. See paragraph 2.3 E.
 - b. Field Test Procedures.
 - 1) List of materials and equipment necessary for testing.
 - 2) Calibration. Certification of calibration of all test instruments used.
 - 3) Test Form Report. Copy of testing results report form.
 - c. Proposed start-up schedule including all field testing.
2. Manufacturer's Representative's Reports.
- a. Each manufacturer's representative shall prepare a report on every site visit for each system or item of equipment inspected, adjusted, started up, or worked on.
 - b. If a manufacturer's representative visits the site for equipment specified in several specification sections, a separate report shall be filed for each specification section.
 - c. The report shall state:
 - 1) The purpose of the visit.
 - 2) The representative's observations and conclusions.
 - 3) Recommendations for further visits or action.
 - 4) A tabulation or log of the settings of all adjustable components.
 - a) Initial settings shall be recorded and submitted on the first visit.
 - b) During subsequent visits, the manufacturer's representative shall add the current or adjusted setting to the tabulation or log.
 - 5) Include manufacturer's certification that equipment being tested has been inspected with regard to conformance to the plans, specifications, and shop drawings and that it has been tested and is ready for operational demonstration.
 - 6) All test reports for all required field testing.

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J. Operational Demonstration Documents (Not Applicable)

Operational Demonstration Request. Include the following:

- a. Name, address, and telephone number of all representatives during the operational demonstration.
 - b. Sample operational demonstration log for Engineer/Architect review.
2. Operational Demonstration Log.
- a. An operational demonstration log is a continuous chronological record of operational status of the system and equipment.
 - b. Include all changes in status or system parameters, adjustments, and results of tests.
 - c. Make entries, noting the date and time, at the occurrence of each event.
 - d. Use acceptable operational demonstration log forms.

K. Special Warranties

1. There are two general types of warranties covered by this specification.
 - a. Manufacturer's Express Warranties.
 - 1) These are formal statements of certifications by manufacturers which warrant to the Owner that products and equipment are free from defects in material and workmanship.
 - 2) These are standard warranties issued with products and equipment which supplement the Contractor's warranty and may also extend coverage past the expiration of the Contractor's warranty.
 - 3) Include with the manufacturer's warranty data shall be a notification of the availability of an extension to the standard warranty including terms.
 - b. Special Express Warranties.
 - 1) The form, format, and conditions of special warranties are described in the various specification sections of the Contract Documents.
 - 2) These are formal warranties above and beyond the Contractor's warranty and manufacturer's standard warranties.
 - 3) These warranties may be based on performance, power consumption, maintenance projects, or other operating parameters.
 - 4) Extended warranties, service contracts, and performance bonds are also included under this category.
2. Term or Period. Unless otherwise established by individual sections in Divisions 2 through 44, all Contractor express warranties shall extend for 1 calendar year from the date of substantial completion of the project or acceptance date of the product or portion of work thereof, whichever is the later date.
3. Content of Warranty. The warranty shall contain, as applicable:

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- a. Effective starting date of the warranty period.
- b. Statement of the terms and conditions of the warranty, if any.

L. Project Record Documents

1. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings shall be available to the Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings shall be delivered to the Engineer for Owner.
2. Record Contract Drawings. Legibly mark contract drawings to record actual construction including:
 - a. Depths of various elements of foundation in relation to data.
 - b. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - d. Field changes of dimension and detail.
 - e. Changes made by change order or field order.

M. Extra Materials/Spare Parts

1. Coat or package extra materials to prevent corrosion or deterioration during long-term indoor storage.
2. Clearly label all packaging with:
 - a. Part name.
 - b. Part number.
 - c. Associated equipment name and number.
 - d. Manufacturer's name and address.
 - e. The required storage environment for the materials.

- N. Other.** These include special tools/repair parts list, photographs, videos, certificates, construction schedules, drawings, reports, meeting minutes, data, and information required by the Contract Documents which do not logically fall into the submittal types defined above.

PART 3 - EXECUTION

3.1 SUBMITTAL PREPARATION AND TRANSMITTAL

A. Coordination

1. Coordinate preparation and processing of submittals with performance of construction activities.

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2. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay and in accordance with the submittal schedule.
3. The General Contractor is responsible for resolving any disputes between Prime Contractors over submittals.

B. Verification

1. Verify the correctness and completeness of all submittals prior to forwarding same for review.
2. All submittals shall comply with the Contract Documents.

C. Package each submittal appropriately for transmittal and handling including a transmittal form.

D. The Prime General Contractor shall submit the minimum number of submittals as listed in paragraph 3.3 of this specification.

E. Submittals received from sources other than the Prime General Contractor will be returned without action.

F. Other Prime Contractors shall submit all submittals through the Prime General Contractor.

3.2 ENGINEER/ARCHITECT'S REVIEW AND ACTION

A. General

1. Except for submittals for record, information, or similar purposes where action and return is not required or requested, the Engineer/Architect will review each submittal, mark to indicate action taken, and return promptly.
2. Cost to review any submittal more than twice will be deducted from Contractor's monthly estimates and final payments.
3. The Engineer/Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Action Stamp. The Engineer/Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate action taken.

1. **Final Unrestricted Release.** Where submittals are marked "Approved," that part of the work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
2. **Final-but-Restricted Release.** When submittals are marked "Approved as Noted," that part of the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
3. **Returned for Resubmittal.**
 - a. When submittal is marked "Not Approved" and/or "Revise and Resubmit," do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity.

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- b. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
- c. Do not permit submittals marked "Not Approved" and/or "Revise and Resubmit" to be used at the project site or elsewhere where work is in progress.

3.3 MINIMUM NUMBER OF SUBMITTALS AND DISTRIBUTION

A. **After a submittal has been approved**, the Engineer/Architect will make the following distribution:

Submittal	Minimum No. of Submittals	Distribution		Engineer/ Architect
		Owner	Contractor	
1. Shop Drawings	7	1	4	2
2. Product Data	7	1	4	2
3. Samples/Mock-Ups	2	1	0	1
4. O&M Manuals	7	4	1	2
5. Personnel Qualifications	4	1	1	2
6. Training Documents	4	1	1	2
7. Source Quality Control Documents	4	1	1	2
8. Material Field Test Reports	4	1	1	2
9. Start-Up Documents	4	1	1	2
10. Operational Demonstration Documents	4	1	1	2
11. Special Warranties	4	1	1	2
12. Project Record Documents	1	1	0	0
13. Extra Materials	1	1	0	0
14. Others	4	1	1	2

B. Multiprime Contract Distribution.

- 1. The Engineer/Architect will forward all reviewed submittals to the Prime General Contractor only.
- 2. The Prime General Contractor is then responsible to send each submittal to every Prime Contractor that it affects for their use.

3.4 SPECIFIC SUBMITTAL-TYPE EXECUTION REQUIREMENTS

A. O&M Manuals (Not Used)

B. Sample Panels

- 1. Construct any required sample panels on-site for fascia, expansion joint, and flashing.
- 2. Construct sample panels only after the individual samples and components used in the sample panel have been approved.
- 3. If a sample panel does not conform to the Contract requirements, construct additional ones until conformance is achieved.

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- C. **Samples for Tests.** Furnish samples of material as may be required for examination and test.
Take all samples of materials for tests according to standard methods or as provided in the Contract Documents.

END OF SECTION

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SECTION 01 35 26

HEALTH AND SAFETY PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. **General.** Drawings and general provisions of the Contract apply to this section.

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide the labor, tools, equipment, and materials necessary to protect all persons on or near the premises from unreasonable risks of injury that arise during or as a result of this work in accordance with the drawings and as specified herein.

1.3 QUALITY ASSURANCE

- A. **Codes.** Perform all work in compliance with applicable requirements of governing agencies having jurisdiction and in accordance with the plans and as specified herein.

B. **Standards**

1. Manual of Accident Prevention in Construction published by Associated General Contractors of America.
2. Occupational Safety & Health Administration's (OSHA's) confined-space entry procedures.
3. Applicable state or federal occupational health and safety standards.
4. Other reasonable safety rules and practices established.

1.4 SUBMITTALS

Not used.

1.5 JOB CONDITIONS

Not used.

1.6 DELIVERY, STORAGE, AND HANDLING

Not used.

1.7 SPECIAL WARRANTY

Not used.

PART 2 - PRODUCTS

Not applicable.

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PART 3 – EXECUTION

- 3.1 **SAFETY COORDINATOR.** Contractor shall provide a person who, in addition to their other construction duties, will act as the safety coordinator for the work of this contract including but not limited to health and safety considerations associated with the work. The safety coordinator shall have experience in safety and health aspects of construction work, shall work on improving the safety and health of people involved in, and in the proximity of, the work of this Contract, and be on the job site during all normal work hours. The safety coordinator shall cooperate with the site Lead Safety Coordinator if one is designated by the Owner's Representative.
- 3.2 **SAFETY PROGRAM.** Contractor's safety coordinator shall establish a safety program for the job site, the safety program shall include:
- A. **A list of general and specific** safety guidelines for each trade.
 - B. **A training program for instructing each worker** to recognize and avoid unsafe conditions and to apply good safety and health practices.
 - C. **A system for ensuring that machinery and equipment** are operated only by qualified people.
 - D. **A system for tagging and removing** unsafe machinery, equipment, tools, and goods.
 - E. **A system for investigating each injury** and reporting its cause and the steps taken to prevent recurrence to the Owner.
 - F. **A system for implementing use** of personal protective equipment, as necessary.
- 3.3 **SAFETY PROGRAM REVIEW.** Contractor shall review the safety program with the Owner's Representative before commencement of any activity on the job site.
- 3.4 **CONFINED SPACE ENTRY.** Anyone entering storage tanks or similarly confined areas shall comply with OSHA's Confined Space Entry Regulations.

END OF SECTION

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SECTION 01 50 00

TEMPORARY CONSTRUCTION SERVICES AND FACILITIES

PART 1 - GENERAL

1.1 **RELATED DOCUMENTS.** Drawings and general provisions of each Prime Contract, including General and Supplementary Conditions and other Division 1 specification sections, apply to this section.

1.2 **DESCRIPTION OF WORK**

A. **General.** Provide the labor, tools, equipment, and material necessary to furnish, install, and maintain the temporary construction services and facilities in accordance with these plans and specifications. Temporary construction services and facilities include the following.

1. Temporary utilities required include, but are not limited to:
 - a. Water service and distribution.
 - b. Temporary electric power and light.
 - c. Telephone service.
 - d. Storm and sanitary sewer.
2. Temporary construction and support facilities required include, but are not limited to:
 - a. Hoists and temporary elevator use.
 - b. Temporary heat.
 - c. Field offices and storage sheds.
 - d. Temporary roads and paving.
 - e. Sanitary facilities, including drinking water.
 - f. Temporary enclosures.
 - g. Temporary project identification signs and bulletin boards.
 - h. Waste disposal services.
 - i. Construction aids and miscellaneous services and facilities.
 - j. Dewatering facilities and drains.
 - k. Rodent and pest control.
3. Security and protection facilities required include, but are not limited to:
 - a. Temporary fire protection.
 - b. Barricades, warning signs, lights.
 - c. Sidewalk bridge or enclosure fence for the site.
 - d. Environmental protection.

1.3 **QUALITY ASSURANCE**

A. **Regulations.** Comply with industry standards and with applicable laws and regulations of authorities having jurisdiction, including but not limited to:

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1. Building code requirements.
2. Health and safety regulations.
3. Utility company regulations.
4. Police, fire department, and rescue squad rules.
5. Environmental protection regulations.

B. Standards. Comply with National Fire Protection Association (NFPA) Code 241, "Building Construction and Demolition Operations"; American National Standards Institute (ANSI) A10 Series standards for "Safety Requirements for Construction and Demolition"; and National Electrical Contractors Association (NECA) Electrical Design Library "Temporary Electrical Facilities."

1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services" prepared jointly by Associate General Contractors of America (AGC) and Adhesive and Sealant Council, Inc. (ASC) for industry recommendations.
2. Electrical Service. Comply with National Electrical Manufacturers Association (NEMA), National Electrical Contractors Association (NECA), and Underwriters' Laboratories, Inc. (UL) standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NEC) (NFPA 70).

C. Inspections. Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits and keep on file for Owner review.

1.4 **SUBMITTALS** (Not used)

1.5 **JOB CONDITIONS**

A. Conditions of Use

1. Keep temporary services and facilities clean and neat in appearance.
2. Operate in a safe and efficient manner.
3. Take necessary fire-prevention measures.
4. Do not overload facilities.
5. Do not allow hazardous, nuisance, or unsanitary conditions to develop or persist on the site.
6. Do not permit facilities to interfere with progress.
7. The installer of each permanent service or facility shall assume responsibility for its operation, maintenance, and protection during its use as a construction service or facility prior to the Owner's acceptance, regardless of previously assigned responsibilities.
8. At the earliest feasible time, when acceptable to Owner, change over from use of the temporary service to use of the permanent service.

1.6 **DELIVERY, STORAGE, AND HANDLING** (Not used)

1.7 **SPECIAL WARRANTY** (Not used)

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1.8 DIVISION OF RESPONSIBILITIES

A. General

1. Each Prime Contractor is assigned specific responsibilities for certain temporary services and facilities used by other Prime Contractors and other entities at the site.
2. The General Contractor is responsible for providing temporary services and facilities that are:
 - a. Not normal construction activities of other Prime Contractors.
 - b. Not specifically assigned otherwise in the Contract Documents.
 - c. Listed as a responsibility for another Prime Contractor that does not exist on this project.

B. Each Contractor is responsible for:

1. Installation, operation, maintenance, and removal of each temporary service or facility usually considered as its own normal construction activity, as well as the costs and use charges associated with each such service or facility.
2. Plug-in electric power cords and extension cords, and supplementary plug-in task lighting and special lighting necessary exclusively for its own activities.
3. Its own field office, complete with necessary furniture, utilities, and telephone service.
4. Its own storage and fabrication sheds.
5. Temporary heat, ventilation, humidity control, and enclosure of the building where these utilities are necessary for its construction activity, but where these utilities have not yet been installed by the responsible Prime Contractor.
6. Special or unusual hoisting requirements, including hoisting loads in excess of 2 tons, hoisting material or equipment into spaces below grade, and hoisting requirements outside the building enclosure.
7. Collection and disposal of its own hazardous, dangerous, unsanitary, or other harmful waste material.
8. Secure lockup of its own tools, materials and equipment.
9. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

C. The Contractor is responsible for:

1. Temporary telephone service for General Construction.
2. Temporary roads and paving.
3. Temporary toilets, including disposable supplies.
4. Temporary wash facilities, including disposable supplies.
5. Containerized bottled water type drinking water units.
6. Temporary enclosure of the building.
7. Project identification and temporary signs.
8. General collection and disposal of wastes.
9. Barricades, warning signs, and lights.
10. Enclosure fence.
11. Security enclosure and lockup.
12. Environmental protection.

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- D. **The Plumbing Contractor** is responsible for: **(NOT APPLICABLE)**
1. Temporary telephone service for Plumbing Contractor.
 2. Temporary water service.
 3. Temporary gas service.
- E. **The Heating, Ventilating, and Air Conditioning (HVAC) Contractor** is responsible for: **(NOT APPLICABLE)**
1. Temporary telephone service for HVAC Contractor.
 2. Temporary heat, upon enclosure of the building.
 3. Temporary ventilation, upon enclosure of the building.
- F. **The Electrical Contractor** is responsible for: **(NOT APPLICABLE)**
1. Temporary telephone service for Electrical Contractor.
 2. Temporary electric power service and distribution.
 3. Temporary lighting.
 4. Connections for illuminated signs.

1.9 USE CHARGES

- A. **General.** Cost or use charges for temporary facilities for water and electric power only are not chargeable to the Owner or Engineer/Architect; Contractor's cost or use charges for temporary services or facilities will not be accepted as a basis of claim for an adjustment in the Contract Sum or Contract Time. Cost to install temporary panels, main disconnect switches, conduit, wiring, lighting, and controls shall be the responsibility of the Contractor.
- B. **Water Service.** Water from the Owner's existing water system, if available, shall be used without metering and without payment of use charges.
- C. **Electric Power Service.** The Electrical Contractor shall pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at the project site.
- D. **The costs of providing and using temporary services** and facilities, including use charges, are divided between all of the Prime Contractors and shall be totally included in the Contract Sums.
- E. **Other entities using temporary services** and facilities include, but are not limited to:
1. Other nonprime Contractors.
 2. The Owner's work forces.
 3. Occupants of the project.
 4. The Engineer/Architect.
 5. Testing agencies.
 6. Personnel of government agencies.
- F. **Gas Service.** The HVAC Contractor shall pay natural gas use charges, whether metered or otherwise, for natural gas used for temporary heat.

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PART 2 - PRODUCTS

2.1 MATERIALS

- A. **General.** Provide new or acceptable previously used materials. Provide materials suitable for the use intended.
- B. **Open Mesh Fencing.** Provide 11-gauge, galvanized 2-inch, chain-link fabric fencing 6 feet high with galvanized barbed wire top strand and galvanized steel pipe posts, 1-1/2-inch inside diameter (I.D.) for line posts, and 2-1/2-inch I.D. for corner posts.

2.2 EQUIPMENT

- A. **General.** Provide new or acceptable previously used equipment. Provide equipment suitable for the use intended.
- B. **Fire Extinguishers**
 - 1. Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces.
 - 2. In other locations provide hand-carried, portable, class "ABC" dry-chemical extinguishers, or a combination of extinguishers of NFPA recommended types for the exposures.
 - 3. Comply with NFPA 10 and 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. **Use qualified personnel** for installation of temporary facilities.
- B. **Location.** Coordinate location with Owner and Engineer/Architect. Locate facilities where they serve the project adequately and result in minimum interference with performance of construction activities. Relocate facilities as required.
- C. **Provide each facility ready for use** when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. **General.** Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.
 - 1. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.

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3. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
- B. Water Service.** Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use. Disinfect temporary water piping prior to use.
- C. Temporary Electric Power Service**
1. Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction.
 2. Include meters, transformers, overload protected disconnects, automatic ground fault interrupters, and main distribution switch gear.
 3. Power Distribution System. Install wiring overhead, and raise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125-Vac 20-ampere rating and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- D. Temporary Lighting**
1. Whenever an overhead floor or roof deck has been installed, install temporary lighting with local switching.
 2. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire lighting system, and will provide adequate illumination for construction operations and traffic conditions.
- E. Temporary Telephones**
1. Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period.
 2. Install telephone on a separate line for each temporary office and first aid station.
 3. At each telephone, post a list of important telephone numbers.
- F. Sewers and Drainage.**
1. If sewers are available, provide temporary connections to remove influent that can be discharged lawfully.
 2. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities.
 3. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off the site in a lawful manner.
 4. Filter out excessive amounts of soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
 5. Connect temporary sewers to the municipal system as directed by the sewer department officials.
 6. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.
- G. Provide earthen embankments and similar barriers** in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

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3.3 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

A. Temporary Heat

1. Provide temporary heat required by construction activities, for curing or drying of completed installations, or protection of installed construction from adverse effects of low temperatures or high humidity.
2. Select safe equipment that will not have a harmful effect on completed installations or elements being installed.
3. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
4. Provide properly vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.
5. Do not use gasoline-burning space heaters, or open-burning or salamander-type heating units.

B. Field Offices

1. Provide an insulated, weathertight, heated, or air-conditioned temporary office of sufficient size to accommodate required office personnel at the project site.
2. The General Contractor shall provide, either as a part of its field office or as a separate facility, a room of not less than 240 square feet (sf) for project meetings.
3. Furnish the room with a conference table, eight folding chairs, and a tackboard.
4. Keep the office clean and orderly.

C. Storage and Fabrication Sheds. Install storage and fabrication sheds, sized, furnished, and equipped to accommodate materials and equipment including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.

D. Sanitary facilities include temporary toilets, wash facilities, and drinking water fixtures.

1. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities.
2. Install where facilities will best serve the project's needs.
3. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
4. Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
5. Provide bottled-water-type drinking water units.
6. Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

E. Temporary Enclosures. Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations, and similar activities.

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1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
2. Install tarpaulins securely, with fire-treated wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
3. Close openings through floor or roof decks and horizontal surfaces with load bearing wood framed construction.

F. Project Identification and Temporary Signs

1. Project Identification Signs. See Section 01 58 13, "Project Sign," for additional requirements.
2. Temporary Signs. Prepare signs to provide directional information to construction personnel and visitors.
3. Support on posts or framing of preservative-treated wood or steel.
4. Do not permit installation of unauthorized signs.

G. Temporary Site Lighting. Install exterior yard and sign lights so that signs are visible when work is being performed.

H. Collection and Disposal of Waste. See Section 01 74 23, "Cleaning."

I. Stairs

1. Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
2. Cover finished permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.

J. Rodent and Pest Control

1. Before deep foundation work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests.
2. Employ this service to perform extermination and control procedures at regular intervals so the project will be relatively free of pests and their residues at Substantial Completion.
3. Perform control operations in a lawful manner using environmentally safe materials.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. General. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested.

B. Temporary Fire Protection

1. Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses.

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2. Comply with NFPA 10, "Standard for Portable Fire Extinguishers," and NFPA 241, "Standard for Safeguarding Construction, Alterations and Demolition Operations."
 3. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 4. Store combustible materials in containers in fire safe locations.
 5. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires.
 6. Prohibit smoking in hazardous fire exposure areas.
 7. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- C. **Permanent Fire Protection.** At the earliest feasible date in each area of the project, complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- D. **Barricades, Warning Signs, and Lights**
1. Comply with standards and code requirements for erection of structurally adequate barricades.
 2. Paint with appropriate colors, graphics, and warning signs to warn personnel and the public of the hazard.
 3. Where needed, provide lighting including flashing lights.
- E. **Enclosure Fence**
1. When excavation begins, install an enclosure fence with lockable entrance gates.
 2. Locate where indicated, or enclose the portion determined sufficient to accommodate construction operations.
 3. Install in a manner that will prevent people and animals from easily entering the site, except by the entrance gates.
 4. Provide open-mesh, chain-link fencing with posts set in a compacted mixture of gravel and earth.
- F. **Security Enclosure and Lockup**
1. Install substantial temporary enclosure of partially completed areas of construction.
 2. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
 3. Storage of Valuable Material. Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- G. **Environmental Protection**
1. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result.
 2. Avoid use of tools and equipment which produce harmful noise.

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3. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

A. Supervision. Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance

1. Maintain facilities in good operating condition until removal.
2. Protect from damage by freezing temperatures and similar elements.
3. Maintain operation of temporary construction services and facilities on a 24-hour-day basis where required to achieve indicated results and to avoid possibility of damage.
4. Prevent water filled piping from freezing. Maintain markers for underground lines.
5. Protect from damage during excavation operations.

C. Termination and Removal

1. Unless requested that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion.
2. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility.
3. Repair damaged work, clean exposed surfaces, and replace work which cannot be satisfactorily repaired.
4. Materials and facilities that constitute temporary facilities are property of each Prime Contractor. The Owner reserves the right to take possession of project identification signs.
5. Temporary Pavement.
 - a. Remove temporary paving that is not intended for or acceptable for integration into permanent paving.
 - b. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area.
 - c. Remove materials contaminated with road oil, asphalt and other petrochemical compounds and other substances which might impair growth of plant materials or lawns.
 - d. Repair or replace street paving, curbs, and sidewalks at the temporary entrances, as required by the governing authority.
6. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:
 - a. Replace air filters and clean inside of ductwork and housings.

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- b. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
- c. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION

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SECTION 01 60 00

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

- 1.1 **RELATED DOCUMENTS.** Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to this section.
- 1.2 **DESCRIPTION OF WORK.** Transport and handle materials and equipment in accordance with the manufacturer's recommendations and requirements of Contract Documents. Make all arrangements for transportation, delivery, storage, and handling of equipment and materials required for prosecution and completion of the work.
- 1.3 **QUALITY ASSURANCE** (Not used)
- 1.4 **SUBMITTALS** (Not used)
- 1.5 **JOB CONDITIONS** (Not used)
- 1.6 **DELIVERY, STORAGE, AND HANDLING**

A. Delivery

1. Deliver shipments of materials and equipment to the site only during regular working hours.
2. Shipments shall be addressed and consigned to the proper party giving name of Contract, street number, and city.
3. Shipments shall not be delivered to the Owner or Owner's Representative, except as otherwise directed.
4. Transportation shall be in accordance with Part 3 of this section.

B. Storage and Handling

1. Store, handle, and protect materials in accordance with the manufacturer's recommendations and the requirements of Part 3 of this section.
2. Maintain equipment in an undeteriorated and fully serviceable condition and as specified in Part 3 of this section.

- 1.7 **SPECIAL WARRANTY** (Not used)

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION

3.1 **TRANSPORTATION**

- A. **General.** Arrange deliveries of products in accordance with the construction schedule and in ample time to facilitate inspection prior to installation.

B. **Coordination**

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1. Coordinate deliveries to avoid conflict with work and conditions at site and to accommodate the following:
 - a. Work of other contractors.
 - b. Limitations of storage space.
 - c. Availability of equipment and personnel for handling products.
 - d. Owner's use of premises.
2. Do not have products delivered to project site until related shop drawings have been approved.
3. Do not have products delivered to site until required storage facilities have been provided.
4. Have products delivered to site in manufacturer's original, unopened, labeled containers. Keep Engineer/Architect informed of delivery of all equipment to be incorporated in the work.

C. Inspection. Immediately upon delivery, inspect shipment to ensure that:

1. Product complies with requirements of Contract Documents and reviewed submittals.
2. Quantities are correct.
3. Containers and packages are intact and labels are legible.
4. Products are properly protected and undamaged.
5. Damaged products are rejected and removed from the site.

3.2 HANDLING

A. Methods

1. Provide equipment and personnel necessary to handle products without soiling or damaging products or packaging.
2. Lift heavy components only at designated lifting points.
3. Handle materials and equipment at all times in a safe manner and as recommended by manufacturer or supplier so that no damage will occur to them.
4. Do not drop, roll, or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.
5. Keep interiors completely free of dirt and foreign matter.

3.3 STORAGE AND PROTECTION

A. General

1. Make all arrangements and provisions necessary for the storage of materials and equipment.
2. Place all excavated materials, construction equipment, and materials and equipment to be incorporated into the work so as not to damage anything.
3. Keep materials and equipment neatly and compactly stored in locations that will cause a minimum of inconvenience to other contractors, public travel, adjoining owners, tenants, and occupants.

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4. Arrange storage in a manner to provide easy access for inspection.

B. Storage Areas

1. Areas available on the construction site for storage of material and equipment shall be as shown or otherwise approved.
2. Store materials and equipment which are to become the property of the Owner in a way to facilitate their inspection and ensure preservation of the quality and fitness of the work, including proper protection against damage by freezing and moisture.
3. Lawns or other private property shall not be used for storage purposes without written permission of the Owner in control of such premises.
4. Restore all storage areas to their original condition.

C. Storage Methods

1. Do not open manufacturer's containers until the time of installation unless recommended by the manufacturer or otherwise specified.
2. Do not store products in the structures being constructed unless approved in writing.
3. The following types of materials may be stored out-of-doors and on wood blocking so there is no contact with the ground.
 - a. Masonry units.
 - b. Reinforcing steel.
 - c. Structural steel.
 - d. Piping.
 - e. Precast concrete items.
 - f. Castings.
 - g. Handrailing.
4. The following types of materials may be stored out-of-doors if covered with material impervious to water and sunlight. Store materials on wood blocking and tie down covers with rope and slope to prevent accumulation of water on covers.
 - a. Construction lumber.
 - b. Wood for formwork.
 - c. Fiberglass and plastic materials which are not ultraviolet (UV) protected.
5. Store all products not listed above in buildings or trailers which have a concrete or wooden floor, a roof, and fully closed walls on all sides.
6. Provide heated storage space for materials that would be damaged by freezing.
7. Protect mechanical and electrical equipment from contamination by dust, dirt, and moisture.
8. Maintain humidity at levels recommended by manufacturers for electrical and electronic equipment.

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D. Inspection

1. Regularly inspect stored products to ensure that:
 - a. State of storage facilities is adequate to provide required conditions.
 - b. Required environmental conditions are maintained on continuous basis.
 - c. Products exposed to elements are not adversely affected.
2. Be fully responsible for loss or damage to stored materials and equipment.

3.4 MAINTENANCE

A. Maintenance Log. Prepare a maintenance log for all equipment.

1. This log shall include a list of required maintenance services and inspections, as provided by the manufacturer.
2. The log shall include checklists for the periodic services and inspections required.
3. Initial and date the checklist upon completion of the individual servicing or inspection.
4. Locate the maintenance log in the field office and have it available for review until it is submitted for record purposes upon completion of the work and the start of the warranty period.

B. Preparation

1. Before removing an item from storage, review the installation location. Protection and services at the installed location must meet the equipment storage requirements.
2. Before moving equipment to the installed location, have materials available for temporary shelter or services required to establish the proper storage environment.

C. Performance of Maintenance

1. Perform all storage and preventive maintenance and inspections required by the manufacturer at the specified intervals from the time of delivery until completion of the work.
2. When notified by the Owner or Owner's Representative of a maintenance deficiency, perform corrective maintenance. Corrective maintenance will be performed per the manufacturer.
3. Reestablish storage maintenance in the event an item or equipment is removed from service.

END OF SECTION

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SECTION 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 **RELATED DOCUMENTS.** Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 specification sections, apply to this section.

1.2 **DESCRIPTION OF WORK**

- A. **General.** Provide the labor, tools, equipment, and materials necessary to construct the project in accordance with these plans and specifications.
- B. **This section specifies administrative** and procedural requirements for cutting and patching.
- C. **Refer to other sections** for specific requirements and limitations applicable to cutting and patching individual parts of the work.
 - 1. Requirements of this section apply to mechanical and electrical installations. Refer to Divisions 22, 23, and 26 for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.
- D. **Demolition of selected portions** of the building for alterations is included in section "Selective Demolition."

1.3 **QUALITY ASSURANCE**

- A. **Requirements for Structural Work.** Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load deflection ratio.
 - 1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
 - a. Foundation construction.
 - b. Bearing and retaining walls.
 - c. Structural concrete.
 - d. Structural steel.
 - e. Lintels.
 - f. Timber and primary wood framing.
 - g. Structural decking.
 - h. Stair systems.
 - i. Miscellaneous structural metals.
 - j. Exterior curtain wall construction.
 - k. Equipment supports.
 - l. Piping, ductwork, vessels and equipment.
 - m. Structural systems of special construction in Division 13.
- B. **Operational and Safety Limitations.** Do not cut and patch operating elements or safety-related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance or decreased operational life or safety.

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1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety-related systems:
 - a. Shoring, bracing, and sheeting.
 - b. Primary operational systems and equipment.
 - c. Air or smoke barriers.
 - d. Water, moisture, or vapor barriers.
 - e. Membranes and flashings.
 - f. Fire protection systems.
 - g. Noise and vibration control elements and systems.
 - h. Control systems.
 - i. Communication systems.
 - j. Conveying systems.
 - k. Electrical wiring systems.
 - l. Special construction specified by Division 13 sections.

C. Visual Requirements. Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Engineer/Architect's opinion, reduce the building's aesthetic qualities or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.

1. If possible retain the original installer or fabricator to cut and patch the following categories of exposed work, or if it is not possible to engage the original installer or fabricator, engage another recognized experienced and specialized firm.
 - a. Processed concrete finishes.
 - b. Stonework and stone masonry.
 - c. Ornamental metal.
 - d. Matched veneer woodwork.
 - e. Preformed metal panels.
 - f. Window wall system.
 - g. Stucco and ornamental plaster.
 - h. Acoustical ceilings.
 - i. Terrazzo.
 - j. Finished wood flooring.
 - k. Fluid applied flooring.
 - l. Carpeting.
 - m. Aggregate wall coating.
 - n. Wall covering.
 - o. Swimming pool finishes.
 - p. Heating, ventilating, and air conditioning (HVAC) enclosures, cabinets, or covers.

1.4 SUBMITTALS

- A. **General.** Submit all submittals in accordance with the Division 1 Submittal Requirements and the requirements within this specification section.
- B. **Submittal Package No. 1 – Cutting and Patching Proposal**

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1. Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal.
 - a. Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.
 - b. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
 - c. List products to be used and firms or entities that will perform work.
 - d. Indicate dates when cutting and patching are to be performed.
 - e. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
2. Approval to proceed with cutting and patching does not waive the right to later require complete removal and replacement of a part of the work found to be unsatisfactory.

1.5 **JOB CONDITIONS** (Not used)

1.6 **DELIVERY, STORAGE, AND HANDLING** (Not used)

1.7 **SPECIAL WARRANTY** (Not used)

PART 2 - PRODUCTS

- 2.1 **MATERIALS.** Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

- 3.1 **INSPECTION.** Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed. Take corrective action before proceeding if unsafe or unsatisfactory conditions are encountered.

3.2 **PREPARATION**

- A. **Temporary Support.** Provide temporary support of work to be cut.
- B. **Protection.** Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the project that might be exposed during cutting and patching operations.
- C. **Avoid interference** with use of adjoining areas or interruption of free passage to adjoining areas.
- D. **Take all precautions necessary** to avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

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3.3 PERFORMANCE

A. General

1. Employ skilled workmen to perform cutting and patching.
2. Proceed with cutting and patching at the earliest feasible time and complete without delay.
3. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

B. Cutting. Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.

1. In general where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
3. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
4. Comply with requirements of applicable sections of Division 31 where cutting and patching requires excavating and backfilling.
5. Bypass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated, or abandoned. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after bypassing and cutting.

C. Patching. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance.
4. Remove existing floor and wall coverings and replace with new materials if necessary to achieve uniform color and appearance.
5. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken containing the patch, after the patched area has received primer and second coat.
6. Patch, repair, or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

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- 3.4 **CLEANING.** Thoroughly clean areas and spaces where cutting and patching are performed or used as access. Remove completely paint, mortar, oils, putty, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

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SECTION 01 74 23

CLEANING

PART 1 - GENERAL

1.1 **RELATED DOCUMENTS.** Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to this section.

1.2 **DESCRIPTION OF WORK**

A. **Scope of Work.** Throughout the construction period, maintain all areas of existing buildings and site constructed or affected by the work of the Contract in a standard of cleanliness as described in this section.

B. **Related Work Described Elsewhere.** In addition to standards described in this section, comply with all requirements for cleaning up as described in various other sections of these specifications.

1.3 **QUALITY ASSURANCE**

A. **Inspection.** Conduct daily inspections, and more often if necessary, to verify that requirements of cleanliness are being met.

B. **Codes and Standards.** In addition to the standards described in this section, comply with all pertinent requirements of governmental agencies having jurisdiction and comply with Occupational Safety and Health Administration (OSHA) Housekeeping Standards, Subpart C, Section 1926.25.

1.4 **SUBMITTALS** (Not used)

1.5 **JOB CONDITIONS** (Not used)

1.6 **DELIVERY, STORAGE, AND HANDLING** (Not used)

1.7 **SPECIAL WARRANTY** (Not used)

PART 2 - PRODUCTS

2.1 **MATERIALS AND EQUIPMENT.** Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 **COMPATIBILITY.** Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

3.1 **EXAMINATION**

A. **General**

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1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of the work.
3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
4. Comply with OSHA Section 1926-252 of Subpart H of Part 1926, Disposal of Waste Materials.
5. Provide adequate storage for all items awaiting removal from job site, observing all requirements for fire protection and protection of the environment.
6. Do not bury waste materials within the project site.

B. Site

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material.
2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restack, tidy, or otherwise service all arrangements to meet the requirements of Paragraph 3.1 A of this section.
3. Maintain the site in a neat and orderly condition at all times and comply with OSHA Housekeeping Standards, Subpart C, Section 1926.25.

C. Structures

1. Weekly, and more often if necessary, inspect the structures, pick up all scrap, debris, and waste material.
2. Weekly, and more often if necessary, sweep all interior spaces clean. Interpret "Clean" (for the purpose of this subparagraph) as meaning free from dust and other material capable of being removed by use of reasonable effort and hand-held broom, except that vacuum cleaning shall also be employed if dust accumulates on surfaces above floor.
3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.
4. Following the installation of finish floor materials, clean finish floor daily (and more often if necessary) while work is being performed in the space. Interpret "clean" (for the purpose of this subparagraph) as meaning free from all foreign material which may be damaging to the finish floor material.

3.2 FINAL CLEANING

- A. **Definition.** Except as otherwise specifically provided, interpret "clean" (for the purpose of this paragraph) as meaning the level of cleanliness generally provided by skilled cleaners using commercial-quality building maintenance materials.
- B. **General.** Prior to completion of the work, remove from the job site all tools, surplus and testing materials, equipment, scrap, debris, temporary protection, and waste. Conduct final cleaning as described in paragraph 3.1 of this section.

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- C. **Site.** Unless otherwise directed, broom-clean all paved areas on the site and all public paved areas directly adjacent to the site. Completely remove all resultant debris.
- D. **Structures**
1. Exterior.
 - a. Visually inspect all exterior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter.
 - b. Remove all traces of splashed materials from adjacent surfaces.
 - c. If necessary to achieve a uniform degree of exterior cleanliness, hose and brush down the exterior of the structure.
 - d. In the event of stubborn stains not removable with water, lightly sandblast to remove the stain.
 2. Interior.
 - a. Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter.
 - b. Remove all traces of splashed materials from adjacent surfaces.
 - c. Remove all paint droppings, spots, stains, and dirt from finished surfaces.
 - d. Sweep, vacuum, and hand-dust all areas, including concealed surfaces and overhead spaces, to remove all dust.
 3. Glass. Clean all glass inside and outside.
 4. Polished surfaces. To all surfaces requiring the routine application of buffed polish, apply the polish recommended by the manufacturer of the material being polished.

END OF SECTION

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SECTION 02 41 00

DEMOLITION

PART 1 - GENERAL

- 1.1 **RELATED DOCUMENTS.** Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to this section.
- 1.2 **DESCRIPTION OF WORK.** Provide the labor, tools, and equipment necessary to remove and salvage or dispose of the structures or portions thereof in accordance with the plans and specifications.
- 1.3 **QUALITY ASSURANCE** (Not used)
- 1.4 **SUBMITTALS.** Submit the following submittal packages in accordance with the Division 1 Submittal Requirements and the requirements of this specification section.
- A. **Submittal Package No. 1 – Demolition Package**
1. Package Contents. A proposed schedule of demolition for the purposes of coordinating shutoff, capping, and continuation of utility services as required to operate the facility.
- B. **Submittal Package No. 2 – Photographs**
1. Package Contents. Photographs of adjacent areas and structures affected by this demolition in accordance with Section 01 32 33.
- 1.5 **JOB CONDITIONS**
- A. **Beginning Work.** Vacate structures to be demolished and discontinue their use prior to start of work.
- B. **Protection**
1. Structural. Prior to the removal of any wall, beam, or column, or cutting of any openings, examine the existing structure and, when required, protect the structure by shoring, bracing, or underpinning.
2. Equipment and Tanks. Protect all equipment and tanks from dust, dirt, debris, and damage by covering with planking and tarpaulins during demolition.
3. Ensure safe passage of persons and vehicles around area of demolition. Conduct operations to prevent damage to adjacent buildings, structures, and other facilities and injury to persons.
- C. **Explosives.** Do not use explosives.
- 1.6 **DELIVERY, STORAGE, AND HANDLING.** In accordance with Section 01 60 00.
- 1.7 **SPECIAL WARRANTY** (not used)

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION

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3.1 **EXAMINATION.** Verify the actual areas, structures or parts of structures, pipes, or other items to be demolished in the presence of the Owner and Engineer/Architect.

3.2 **PREPARATION**

- A. **Equipment and Manpower.** Have all required equipment and manpower available at the job site prior to beginning of demolition. This includes any special equipment to permit continued uninterrupted Owner operations as required.
- B. **Coordination.** Provide adequate but no less than 48 hours of notice when any Owner operations are affected by demolition.

3.3 **DEMOLITION**

- A. **Demolition Schedule.** Perform demolition work in accordance with the final approved schedule of demolition.
- B. **Salvage.** Remove with care, clean, and store all material and equipment designated to be salvaged in an approved area at the site.
- C. **Openings**
 - 1. Concrete. Close concrete openings using a nonshrink, nonmetallic grout.
 - 2. New. Neatly cut or drill new openings to prevent face chipping or spalling. Repair all damaged areas to a condition equivalent to that which existed prior to the start of work.
- D. **Patching Concrete**
 - 1. Repair all concrete that has been marred, damaged, or defaced as a result of demolition.
 - 2. Procedure. Repair concrete surfaces as follows:
 - a. Saw cut and remove concrete to a depth of not less than 1 inch.
 - b. Remove exposed reinforcing where noted.
 - c. Apply an approved bonding agent to the cut surface.
 - d. Patch with a nonshrink, nonmetallic grout finished to match the existing surface unless noted otherwise.
- E. **Anchors.** Cut all embedded anchors of removed items flush with the existing surface.
- F. **Pipe.** Plug all abandoned pipe at each end.
- G. **Cleanup.** Remove from the site all debris, rubble, unusable materials, and items not salvaged.

END OF SECTION

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SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

- 1.1 **RELATED DOCUMENTS.** Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to this section.
- 1.2 **DESCRIPTION OF WORK.** Provide the labor, tools, equipment, and materials necessary to perform selective demolition in accordance with the plans and specifications.
- A. **Removal and Disposal.** This section requires the selective removal and subsequent off-site disposal of the following:
1. Portions of existing building as shown and as required to accommodate new construction.
 2. Removal of interior partitions as shown.
 3. Removal of doors and frames indicated "remove."
 4. Removal of built-in casework indicated "remove."
 5. Removal of existing windows indicated to be bricked in.
 6. Removal and protection of existing fixtures, materials, and equipment items indicated "salvage."
- B. **Removal Work Specified Elsewhere**
1. Roofing and roof insulation removal is specified in Division 7.
 2. Cutting holes in roof deck for installation of new rooftop mechanical equipment.
- C. **Related Work Specified Elsewhere**
1. Patching is included within the respective sections of specifications, including removal of materials for reuse and incorporation into remodeling or new construction.
- 1.3 **QUALITY ASSURANCE** (Not used)
- 1.4 **SUBMITTALS.** Submit the following submittal packages in accordance with the Division 1 Submittal Requirements and the requirements within this specification section.
- A. **Submittal Package No. 1 – Demolition Schedule and Documentation**
1. Package Contents.
 - a. Schedule indicating proposed sequence of operations for selective demolition work to Owner's Representative for review prior to start of work. Include coordination for shutoff, capping, and continuation of utility services as required, together with details for dust and noise control protection.
 - 1) Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.

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- 2) Coordinate with Owner's continuing occupation of portions of existing building and with Owner's partial occupancy of completed new addition.
- b. Photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. Document location where each photograph is taken and date. File with Owner's Representative prior to start of work.
- c. Elevation control survey of existing adjacent structures.

1.5 JOB CONDITIONS

A. Occupancy

1. Owner will occupy portions of the building immediately adjacent to areas of selective demolition.
2. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations.
3. Provide minimum of 72 hours' advance notice to Owner of demolition activities that will affect Owner's normal operations.
4. Other restrictions related to the disruption to the Owner and restrictions on the Contractor's work are shown or listed below.

B. Condition of Structures

1. Owner assumes no responsibility for actual condition of items or structures to be demolished.
2. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable.
3. However, minor variations within structure may occur by Owner's removal and salvage operations prior to start of selective demolition work.

C. Partial Demolition and Removal

1. Remove items indicated to be removed but of salvageable value from structure as work progresses.
2. Transport salvaged items from site as they are removed.
3. Do not store or sell removed items on-site.

D. Protection. Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition work.

1. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to occupied portions of building.
2. Erect temporary covered passageways as required by authorities having jurisdiction.
3. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of adjacent facilities or work to remain, and uncontrolled collapse of structure or element to be demolished.

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4. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
5. Protect floors with suitable coverings when necessary.
6. Construct temporary insulated dustproof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dustproof doors and security locks.
7. Provide temporary weather protection between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
8. Remove protection at completion of work.

E. **Damage.** Promptly repair damage caused to adjacent facilities by demolition work.

F. **Traffic**

1. Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
2. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction.
3. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

G. **Flame Cutting.** Do not use cutting torches for removal until work area is cleared of flammable materials. At concealed spaces, such as interior of ducts and pipe spaces, verify condition of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

H. **Utility Services**

1. Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
2. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction.
3. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
4. Maintain fire protection services during selective demolition operations.

I. **Environmental Controls**

1. Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration.
2. Comply with governing regulations pertaining to environmental protection.
3. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

1.6 **DELIVERY, STORAGE, AND HANDLING** (Not used)

1.7 **SPECIAL WARRANTY** (Not used)

PART 2 - PRODUCTS (Not applicable)

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PART 3 - EXECUTION

3.1 PREPARATION

- A. **General.** Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of areas to be demolished and adjacent facilities to remain.
1. Cease operations and notify Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
 2. Cover and protect furniture, equipment, and fixtures from soilage or damage when demolition work is performed in areas where such items have not been removed.
 3. Erect and maintain dustproof partitions and closures as required to prevent spread of dust or fumes to occupied portions of the building.
 - a. Where selective demolition occurs immediately adjacent to occupied portions of the building, construct dustproof partitions of minimum 4-inch studs, 5/8-inch drywall (joints taped) on occupied side, 1/2-inch fire-retardant plywood on demolition side. Fill partition cavity with sound deadening insulation.
 - b. Provide weatherproof closures for exterior openings resulting from demolition work.
 4. Locate, identify, stub off, and disconnect utility services that are not indicated to remain.
 5. Provide bypass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours' advance notice to Owner if shutdown of service is necessary during changeover.

3.2 DEMOLITION

- A. **General.** Perform selective demolition work in a systematic manner. Use such methods as required to complete work shown in accordance with demolition schedule and governing regulations.
1. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.
 2. Promptly remove debris and locate demolition equipment to avoid imposing excessive loads on supporting walls, floors, or framing.
 3. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.
 4. Demolish foundation walls and belowgrade concrete slabs. Demolish and remove belowgrade wood or metal construction.
 5. Cut off piles 1 foot below finished grade.
 6. Remove all exposed reinforcing steel unless noted otherwise.
 7. For slabs, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible. Saw-cut a minimum of 3 inches deep around perimeter of portions of slabs to be removed.

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8. Completely fill belowgrade areas and voids resulting from demolition work as specified in Section 31 23 00 "Excavation, Backfill, and Embankment."

B. Miscellaneous

1. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict.
2. Submit report to Owner's Representative in written, accurate detail.
3. Pending receipt of directive from Owner's Representative, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

3.3 SALVAGED MATERIALS

A. Salvaged Items

1. Where shown as incorporated in new construction or "Salvage - Deliver to Owner," carefully remove indicated items, clean, package to prevent damage, store, and promptly turn over to Owner.
2. Obtain receipt.
3. Historic artifacts, including cornerstones and their contents, commemorative plaques and tablets, antiques, and other articles of historic significance, remain property of Owner.
4. Notify Owner's Representative if such items are encountered and obtain acceptance regarding method of removal and salvage for Owner.

3.4 DISPOSAL OF DEMOLISHED MATERIALS. Remove from building site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose of off-site.

- A. If hazardous materials are encountered** during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

- B. Do not burn** removed materials on project site.

3.5 CLEANUP AND REPAIR

A. General

1. Upon completion of demolition work, remove tools, equipment, and demolished materials from site.
2. Remove protections and leave interior areas broom clean.
3. Repair demolition performed in excess of that required.
4. Return elements of construction and surfaces to remain to condition existing prior to start of operations.
5. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION

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SECTION 03 01 30.73

CONCRETE REPAIR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. **General.** Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to this section.

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall furnish all labor, tools, equipment, and materials necessary to repair the spalled, deteriorated, and delaminated areas of existing concrete, concrete joints and necessary cleaning or replacement of reinforcing steel in accordance with the plans and as specified herein.
- B. **Safety Requirements**
1. The Contractor is responsible for providing all shoring required to insure the support, stability and integrity of the overall structure and its individual components.
 2. All work is to be done in accordance with all applicable safety standards.
- C. **Scope of Work**
1. Repair of existing exterior concrete hatches located on roofs of reservoirs.
- D. **Equipment**
1. Use maximum 30 pound chipping hammers to remove concrete. The use of jack hammers or hydraulic hoe-ram type hammers will not be permitted at any time on this project.
 2. Hydrodemolition is an acceptable alternative method of removing delaminated, deteriorated concrete on the walls and beams only.
 3. Use self-contained blasting equipment or equal to mechanically abrade all concrete surfaces to be coated with flexible epoxy coating system.

1.3 QUALITY ASSURANCE

- A. **Codes and Standards.** Comply with provisions of the following codes, specifications, standards and guides except where more stringent requirements are shown or specified:
1. American Concrete Institute (ACI) 546R-96 "Concrete Repair Guide."
 2. ICRI Technical Guideline No. 03730, "Guide for Surface Preparation for

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- the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion."
3. ICRI Technical Guideline No. 03733, "Guide for Selecting and Specifying Materials for Repair of Concrete Surfaces."
 4. ICRI Technical Guideline No. 03731, "Guide for Selecting Application Methods for the Repair of Concrete Surfaces."
 5. ACI 318 "Building Code Requirements for Structural Concrete."
 6. ACI 301 "Standard Specification for Structural Concrete."
 7. ACI 315 "Details and Detailing of Concrete Reinforcements."
 8. Concrete Reinforcing Steel Institute (CRSI) "Reinforcing Bar Detailing."
- B. **Experience.** Contractor and equipment manufacturer shall have a minimum of 5 years' experience in the successful completion of concrete restoration and repair projects.
1. Installation of flexible epoxy coating system shall be performed by an applicator having satisfactory experience in the application of these or similar materials or with on-site consultation by a qualified field service representative of product manufacturer.
- C. **Examination.** Authorized representatives of the Owner shall have access and the right to examine the work under this contract at all times.
- D. **Testing.** Materials and installed work may require testing and retesting at any time during progress of work.
1. Retesting of rejected materials for installed work, shall be done at Contractor's Expense.
- E. **Job Standard.** Prior to installation of flexible epoxy coating system, the contractor shall install, with the owner's approval, a mutually agreed upon test sample to show final color and appearance of the system. This test area shall serve as a job standard for the final installation.

1.4 **SUBMITTALS**

- A. **General.** Submit the following in accordance with conditions of contract and Division 1 specification sections.
1. Product data for proprietary materials and items, including reinforcement and forming accessories, bonding compounds, repair mortars, admixtures, patching compounds, waterstops, joint systems, curing compounds, sealers, flexible epoxy coating systems, and others as requested by Engineer.
 2. Installation details for flexible epoxy coating system.
 3. Concrete mix design.
- B. **Materials specified indicate a standard** of quality required on this project. Contractor may submit alternate materials to the Owner for approval. Alternate

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materials may not be used without approval from the Owner.

- C. **Colored Samples.** Prepare and provide samples of colored repair materials in place where patching materials are placed on wall surfaces exposed to view that do not receive an additional surface coating. Adjust manufacturer recommended coloring agents to simulate existing surface color. Owner, contractor, and manufacturer shall review and mutually agree upon color, grade, and final texture of flexible epoxy coating system before starting installation. The acceptance of a sample will constitute the job standard by which installation will proceed.

1.5 **JOB CONDITIONS**

Not Used.

1.6 **DELIVERY, STORAGE AND HANDLING**

- A. **Manufacturer's recommendations shall be followed** in the delivery, storage and handling of all materials.

- B. **Store materials only in areas approved** by the Owner.

1.7 **SPECIAL WARRANTY**

Not used.

PART 2 - PRODUCTS

2.1 **MATERIALS**

A. **General**

1. The types of repair materials shall be as noted below for each specific repair condition.

B. **Reinforcement**

6. Welded wire fabric shall conform to American Society for Testing and Materials (ASTM) A 185.
7. Deformed reinforcing bars shall conform to ASTM A 615, Grade 60.
8. All reinforcement shall be epoxy-coated per ASTM A 775.
- a. Provide epoxy touch-up paint of a different color to coat nicks, cuts, and ends of bars in field.
 - b. Use plastic or epoxy-coated bar supports and tie wire to prevent electrical coupling between bars.

C. **Bonding Agent/Corrosion Protection**

1. Corr-Bond bonding agent. Euclid Chemical Company.

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2. EMACO P-24 bonding agent. Master Builders Technologies.
3. Sika Armatec 110 bonding agent. Sika Corporation.

D. Vertical Surface Patch Repair Mortar

2. Verticoat Supreme, microsilica and latex modified one component nonsag repair mortar. Euclid Chemical Company.
2. EMACO S88-CI repairs mortar. Master Builders Technologies.
3. SikaTop 123 Plus, a two-component polymer-modified mortar for repairs from 1/8" to 1-1/2" with greater depths using 1-1/2" lifts. Sika Corporation.

E. Horizontal Surface Patch Repair Mortar

1. Eucocrete repair mortar. Euclid Chemical Company.
2. EMACO T430 rapid strength repair mortar. Master Builders Technologies.
3. SikaTop 122 Plus, polymer modified two component kit for repairs greater than 1/2 inch, but less than 7 inches. Sika Corporation.

F. Curing

1. Curing materials and methods shall be in strict accordance with manufacturer's recommendations for the specific materials used.
2. Wet cure horizontal repairs for a minimum of 7 days.

G. Flexible Epoxy Coating System components listed below are by Themec Company, Inc./Ohio Coating Consultants (1-800-890-7580). Equal system may be used with engineer approval.

1. Primer: Series 201 Epoxoprime, multipurpose penetrating polyamine cured epoxy primer.
2. Flexible Membrane: Series 206 Sub-Flex EP flexible epoxy.
3. Topcoat: Series 291 Endura-Shield, chemical resistant urethane finish.

H. Crack and Joint Sealant

1. Euclid Chemical Company.
 - a. Primer. Eucolastic/NEO Seal Primer.
 - b. Sealant. Euclastic.
2. Sika Corporation.
 - a. Primer. Sikaprime 429.
 - b. Sealant. Sikaflex 2c SL.
3. Sonneborn.

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- a. Primer. Primer 733.
- b. Sealant. NP1 or NP2.

PART 3 - EXECUTION

3.1 CONCRETE PREPARATION

- A. **In areas to be patched or poured** to a new surface, all loose, delaminated and disintegrated concrete, dirt, debris, impregnations, foreign materials, etc., shall be removed and the areas thoroughly cleaned by approved methods.
 - 1. The Contractor shall determine the location and extent of the repair areas. The surfaces shall be sounded by tapping with a rod, hammer, or chain drag method in the presence of the Owner. All unsound areas shall be marked by the contractor and removed as approved by the Owner.
 - 2. Saw-cut edges of repairs a minimum of 1 inch deep. Take special precautions not to cut or nick existing reinforcement. Provide square or rectangular areas of repair. Sound concrete is to be removed within the saw-cut areas as necessary.
 - 3. Removal shall be done by hand-chipping, water-blasting, or other method that will accomplish the work in a manner that will not damage or shatter the concrete that is to remain. Fine particles shall be removed by air and water operated at not less than 50 psi. Care shall be used in working around the existing reinforcing steel so as to not contact the steel directly with a pneumatic hammer or hand tool, which may cut the steel or shatter the concrete around and beyond the repair area. See Reinforcement Preparation below.
- B. **Areas of existing concrete to be coated with Flexible Epoxy Coating System** shall be mechanically abraded by means of self-contained blasting equipment or equal to remove all laitance and surface contaminants and provide a minimum profile similar to 40-60 grit sandpaper (Reference ASTM D 4259, ICRI CSP 3-5). After mechanically abrading, verify that all surfaces are clean, dry, and free of any contaminants which could adversely affect the adhesion of the flooring system.
- C. **Off-site disposal of all materials removed** shall be the responsibility of the Contractor.

3.2 REINFORCEMENT PREPARATION

- A. **Rusted reinforcing bars** and mesh exposed by the removal of spalled, delaminated, or unsound concrete shall have sufficient sound concrete removed to a minimum of 3/4 inch around the bar.
- B. **The total surface of exposed** reinforcing steel shall be cleaned of all rust and scale. Measure the average diameter of each piece of exposed reinforcing at its thinnest point. Where the area of steel remaining is less than 85 percent of its original nominal area, splice in new reinforcing. The size and length of the new

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reinforcing will be determined by the Owner, and will be based on the area of reinforcing remaining and on other factors.

3.3 SUBSTRATE ACCEPTANCE

- A. **After all deteriorated concrete has been removed** down to a sound substrate, all surfaces shall be inspected by the Owner or the authorized representative of the Owner for soundness. Subsequent areas identified as not being sound shall be removed. Approval by the Owner is required prior to the application of any repair materials.
- B. **Any repair material which is placed** by the Contractor without acceptance of the substrate by the Owner, or the authorized representative of the Owner, will be removed and replaced by the Contractor at no additional cost to the Owner.

3.4 TEMPERATURE

- A. **Hot and cold weather placement of concrete** shall be in accordance with ACI 305 and ACI 306.
- B. **Consult the manufacturer for mixing**, placing, and curing procedures of repair mortars when the ambient temperature is below 50 degrees Fahrenheit (° F.) or above 85° F.
- C. **Any day during which the curing temperature** falls below 45° F. shall not be counted as a curing day. If, at any time during the curing period, the curing temperature falls below 35° F. the work will be rejected and removed and replaced.
- D. **For flexible epoxy coating system**, surface and surrounding air temperatures must exceed 55° F but must be less than 90° F with materials at not less than 55° F during application.

3.5 GENERAL PATCHING PRECAUTIONS

- A. **A technical representative of each material supplier** shall review and approve the procedures prior to the use of their materials.
- B. **Presaturate all surfaces to be patched** as specified by the manufacturer's instructions.
- C. **For patches thicker than 1-1/2 inches** add 3/8-inch washed pea gravel.
- D. **Do not install patches** within 90 feet of any area where concrete is being removed.
- E. **Protect all patches from premature drying** and excessively hot or cold weather for the necessary period for the proper setting of the patch. Cure the patch per manufacturer's recommendations or for seven days, maintaining a temperature of

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50° F. or more.

- F. **Protect patches against rain and inclement weather** with tarpaulins or similar waterproof protection until the patch has set.

3.6 VERTICAL/HORIZONTAL SURFACE PATCH REPAIR

- A. **Follow concrete and reinforcement preparation** per 3.1 and 3.2 above.
- B. **Apply bonding agent to substrate** and exposed reinforcement. Alternatively, substrate may be coated with a scrub coat of patching material immediately prior to application of patching material.
- C. **Mixing and placing of repair mortars** shall be in accordance with manufacturer's instructions.
- D. **Finish surfaces to match existing.**
- E. **Properly cure and seal all repairs** per manufacturer's recommendations.

3.7 CRACK REPAIR

- B. **Identify** concrete crack locations.
- C. **Prepare surface** per manufacturer's recommendations.
- D. **Rout or saw-cut crack** to 1/4-inch by 1/4-inch minimum configuration.
- E. **Blow clean joint** with oil-free compressed air and mechanically clean crack surface per manufacturer's recommendations.
- F. **Mix and place repair materials** in accordance with the manufacturer's instructions.
- G. **Properly cure all repair materials** per manufacturer's recommendations.

3.8 **ACCEPTANCE.** The Owner or the authorized representative of the Owner shall review all areas and items repaired. Any work found to be defective or unsatisfactory shall be removed and replaced at no additional cost to the Owner.

3.9 **CLEANUP.** Remove all waste materials, rubbish, and debris and dispose of them at the owner's discretion.

4.0 **PROTECTION.** Protect the completed flexible epoxy coating system from water, airborne particles or other surface contaminants until cured for 24 hours. Protect from traffic, physical abuse, immersion and chemical exposure until the complete system has thoroughly cured for the minimum equivalent of 24 hours at 75°F. For different temperatures, consult the manufacturer's representative about curing times.

END OF SECTION

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SECTION 03 30 53

MISCELLANEOUS CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture.

1.4 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. Comply with the following sections of ACI 301 (ACI 301M) unless modified by requirements in the Contract Documents:
 - 1. "General Requirements."
 - 2. "Formwork and Formwork Accessories."
 - 3. "Reinforcement and Reinforcement Supports."
 - 4. "Concrete Mixtures."
 - 5. "Handling, Placing, and Constructing."
- B. Comply with ACI 117 (ACI 117M).

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2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

2.3 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
 - 1. Portland Cement: ASTM C 150/C 150M, Type I/II.
- C. Normal-Weight Aggregate: ASTM C 33/C 33M, 1-1/2-inch (38-mm) nominal maximum aggregate size.
- D. Air-Entraining Admixture: ASTM C 260/C 260M.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
- F. Water: ASTM C 94/C 94M.

2.4 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth or cotton mats.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.

2.5 CONCRETE MIXTURES

- A. Comply with ACI 301 (ACI 301M).
- B. Normal-Weight Concrete:
 - 1. Minimum Compressive Strength: 4000 psi (27.6 MPa) at 28 days.
 - 2. Maximum W/C Ratio: 0.45.
 - 3. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm).
 - 4. Air Content: Maintain within range permitted by ACI 301 (ACI 301M).

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2.6 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
 - 1. When air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, construct, erect, brace, and maintain formwork according to ACI 301 (ACI 301M).

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 STEEL REINFORCEMENT INSTALLATION

- A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.4 CONCRETE PLACEMENT

- A. Comply with ACI 301 (ACI 301M) for placing concrete.
- B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M).
- C. Consolidate concrete with mechanical vibrating equipment according to ACI 301 (ACI 301M).

3.5 FINISHING FORMED SURFACES

- A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch (3 mm).
- B. Rubbed Finish: Apply the following rubbed finish, defined in ACI 301 (ACI 301M), to smooth-formed-finished as-cast concrete where indicated:
 - 1. Smooth-rubbed finish.

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- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.6 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with ACI 301 (ACI 301M) for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.

3.7 FIELD QUALITY CONTROL

- A. Tests: Perform according to ACI 301 (ACI 301M).
 - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.

END OF SECTION

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SECTION 05 50 00

METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Metal manhole steps.
- 2. Aluminum plates at existing covers.

B. Related Requirements:

- 1. Section 03 30 53 "Miscellaneous Cast-in-Place Concrete" for installing items cast into concrete.

1.3 COORDINATION

- A. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.4 ACTION SUBMITTALS

A. Product Data: For the following:

- 1. Metal manhole steps.
- 2. Aluminum plates at existing covers.

1.5 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

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PART 2 - PRODUCTS

2.1 MANHOLE STEPS

- A. Cast iron manhole steps with 10” wide textured tread.
- B. Subject to compliance with the requirements, provide products by one of the following manufacturers.
 - 1. American Step Co.
 - 2. Crescent Foundry Co.
 - 3. Neenah Foundry (Basis of Design: R-1980-T).
 - 4. U.S. Foundry.

2.2 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners complying with ASTM B 633. Select fasteners for type, grade, and class required.
- B. Post-Installed Anchors: Torque-controlled expansion anchors.
 - 1. Material: Alloy Group 1 (A1) stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction.

3.2 INSTALLING MANHOLE STEPS

- A. Anchor manhole steps into concrete with expansion anchors at least 4” into concrete.

3.3 INSTALLING COVER PLATES

- A. Install insect cover plates into existing wall vents.

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END OF SECTION

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SECTION 06 10 53

MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Wood blocking and nailers.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

1.4 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
 - 1. Preservative-treated wood.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

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PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWWPA U1; Use Category UC3b for exterior construction not in contact with ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all miscellaneous carpentry unless otherwise indicated.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Mixed southern pine or southern pine; SPIB.
 - 3. Spruce-pine-fir; NLGA.
 - 4. Hem-fir; WCLIB or WWPA.
 - 5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
- C. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

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2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01, ICC-ES AC58, ICC-ES AC193, or ICC-ES AC308 as appropriate for the substrate.
 - 1. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- C. Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use copper naphthenate for items not continuously protected from liquid water.
- D. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 2. ICC-ES evaluation report for fastener.
- E. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

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3.2 WOOD BLOCKING AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

END OF SECTION

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SECTION 07 53 23

ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Adhered ethylene-propylene-diene-monomer (EPDM) roofing system.
2. Vapor retarder.
3. Roof insulation.

B. Related Requirements:

1. Section 06 10 53 "Miscellaneous Rough Carpentry" for wood nailers and blocking.
2. Section 07 71 29 "Manufactured Roof Expansion Joints" for manufactured roof expansion-joint assemblies.

1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, Engineer/Architect, Owner's insurer if applicable, testing and inspecting agency representative, Contractor, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.

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6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work, including:
 1. Base flashings and membrane terminations.
 2. Roof plan showing orientation of roof deck and orientation of roofing.
 3. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 1. Submit evidence of complying with performance requirements.
- C. Product Test Reports: For components of roofing system, tests performed by manufacturer and witnessed by a qualified testing agency.
- D. Research/Evaluation Reports: For components of roofing system, from ICC-ES.
- E. Field quality-control reports.
- F. Sample Warranties: For manufacturer's special warranties.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is capable of producing a roofing system identical to that used for this Project.

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- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

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

1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
 - 1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, cover boards, roofing accessories, walkway products and other components of roofing system.
 - 2. Warranty Period: 20 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, and walkway products, for the following warranty period:
 - 1. Warranty Period: Two years from date of Substantial Completion.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain components including roof insulation and fasteners for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
 2. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. FM Global Listing: Roofing, base flashings, and component materials shall comply with requirements in FM Global 4450 or FM Global 4470 as part of a roofing system, and shall be listed in FM Global's "RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Global markings.
1. Fire/Windstorm Classification: Class 1A-90.
 2. Hail-Resistance Rating: SH.
- D. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

2.3 EPDM ROOFING

- A. EPDM: ASTM D 4637, Type I, nonreinforced, uniform, flexible EPDM sheet.
1. Subject to compliance with the requirements, provide products by one of the following manufacturers.
 - a. Carlisle SynTec
 - b. Firestone Building Products
 - c. Johns Manville (Basis of Design)
 - d. Mule-Hide Products

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2. Thickness: 60 mils (1.5 mm), nominal.
3. Exposed Face Color: Black.

2.4 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing.
 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: 60-mil- (1.5-mm-) thick EPDM, partially cured or cured, according to application.
- C. Bonding Adhesive: Manufacturer's standard.
- D. Seaming Material: Single-component, butyl splicing adhesive and splice cleaner or manufacturer's standard, synthetic-rubber polymer primer and 3-inch- (75-mm-) wide minimum, butyl splice tape with release film.
- E. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing].
- F. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- G. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- H. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch thick (25 mm wide by 1.3 mm thick), prepunched.
- I. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening membrane to substrate, and acceptable to roofing system manufacturer.
- J. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

2.5 VAPOR RETARDER

- A. Self-Adhering-Sheet Vapor Retarder: ASTM D 1970, polyethylene film laminated to layer of rubberized asphalt adhesive, minimum 40-mil- (1.0-mm-) total thickness; maximum permeance rating of 0.1 perm (6 ng/Pa x s x sq. m); cold applied, with slip-resisting surface and release paper backing. Provide primer when recommended by vapor-retarder manufacturer.

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2.6 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by EPDM roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.
- C. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

2.7 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.

2.8 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, solid-rubber, slip-resisting, surface-textured walkway pads or rolls, approximately 3/16 inch (5 mm) thick and acceptable to roofing system manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:
 - 1. Verify that roof openings and penetrations are in place and curbs are set and braced.
 - 2. Verify that wood blocking and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 - 3. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
 - 4. Verify that compounds that will impair adhesion of roofing components to roof deck have been removed.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

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3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from spilling or migrating onto surfaces of other construction.

3.3 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.4 VAPOR-RETARDER INSTALLATION

- A. Self-Adhering-Sheet Vapor Retarder: Prime substrate if required by manufacturer. Install self-adhering-sheet vapor retarder over area to receive vapor retarder, side and end lapping each sheet a minimum of 3-1/2 inches (90 mm) and 6 inches (150 mm), respectively. Seal laps by rolling.
- B. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into roofing system.

3.5 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches (68 mm) or greater, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.
- D. Trim surface of insulation where necessary so completed surface is flush and does not restrict flow of water.
- E. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
 - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.

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- F. Mechanically Fastened and Adhered Insulation: Install insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type and set insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
 - 1. Fasten and adhere insulation according to requirements in FM Global's "RoofNav" for specified Windstorm Resistance Classification.

3.6 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Adhere roofing over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll membrane roofing and allow to relax before installing.
- B. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- C. Accurately align roofing, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- D. Bonding Adhesive: Apply to substrate and underside of roofing at rate required by manufacturer, and allow to partially dry before installing roofing. Do not apply to splice area of roofing.
- E. In addition to adhering, mechanically fasten roofing securely at terminations, penetrations, and perimeters.
- F. Apply roofing with side laps shingled with slope of roof deck where possible.
- G. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement, and firmly roll side and end laps of overlapping roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of roofing terminations.
 - 1. Apply a continuous bead of in-seam sealant before closing splice if required by roofing system manufacturer.
- H. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape, and firmly roll side and end laps of overlapping roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of roofing terminations.
- I. Repair tears, voids, and lapped seams in roofing that do not comply with requirements.
- J. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal membrane roofing in place with clamping ring.

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3.7 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.8 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to inspect substrate conditions, surface preparation, membrane application, flashings, protection, and drainage components, and to furnish reports to Architect.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
- C. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.10 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates, and repair or reinstall membrane roofing system to a condition

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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.

3.11 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

- 1. Owner:
- 2. Address:
- 3. Building Name/Type:
- 4. Address:
- 5. Area of Work:
- 6. Acceptance Date: _____.
- 7. Warranty Period:
- 8. Expiration Date: _____.

- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

- D. This Warranty is made subject to the following terms and conditions:

- 1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 105 mph;
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

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2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

END OF SECTION

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SECTION 07 71 00

ROOF SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Roof-edge specialties.
- 2. Reglets and counterflashings.

B. Related Requirements:

- 1. Section 06 10 53 "Miscellaneous Rough Carpentry" for wood nailers and blocking.
- 2. Section 07 72 00 "Roof Accessories" for set-on-type roof hatches.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

- 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For roof specialties.

- 1. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.
- 2. Include details for expansion and contraction; locations of expansion joints, including direction of expansion and contraction.
- 3. Indicate profile and pattern of seams and layout of fasteners, cleats, clips, and other attachments.
- 4. Detail termination points and assemblies, including fixed points.
- 5. Include details of special conditions.

C. Samples for Initial Selection: For each type of roof specialty indicated with factory-applied color finishes.

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1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.
- B. Product Certificates: For each type of roof specialty.
- C. Product Test Reports: For roof-edge flashings, for tests performed by a qualified testing agency.
- D. Sample Warranty: For manufacturer's special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing specialties to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer offering products meeting requirements that are FM Approvals listed for specified class.
- B. Source Limitations: Obtain roof specialties approved by manufacturer providing roofing-system warranty specified in Section 07 53 23 "EPDM Roofing".

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.
- B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof-specialty installation.

1.8 FIELD CONDITIONS

- A. Field Measurements: Verify profiles and tolerances of roof-specialty substrates by field measurements before fabrication, and indicate measurements on Shop Drawings.
- B. Coordination: Coordinate roof specialties with flashing, trim, and construction of parapets, roof deck, roof and wall panels, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.9 WARRANTY

- A. Roofing-System Warranty: Roof specialties are included in warranty provisions in Section 07 53 23 "EPDM Roofing".

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- B. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof specialties shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. FM Approvals' Listing: Manufacture and install roof-edge specialties that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-90. Identify materials with FM Approvals' markings.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 ROOF-EDGE SPECIALTIES

- A. Roof-Edge Fascia: Manufactured, roof-edge fascia consisting of metal fascia cover in section lengths not exceeding 12 feet (3.6 m) and a continuous drip-edge cleat to engage fascia cover and secure single-ply roof membrane. Provide matching corner units.
 - 1. Formed Aluminum Sheet Fascia Covers: Aluminum sheet, 0.040 inch (1.02 mm) thick.
 - a. Surface: Embossed finish.
 - b. Finish: Two-coat fluoropolymer.
 - c. Color: As selected by Architect from manufacturer's full range.
 - 2. Splice Plates: Concealed, of same material, finish, and shape as fascia cover.

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2.3 REGLETS AND COUNTERFLASHINGS

- A. Reglets: Existing reglets shall remain in place.
- B. Counterflashings: Manufactured units of heights to overlap top edges of base flashings by 4 inches (100 mm) and in lengths not exceeding 12 feet (3.6 m) designed to snap into reglets and compress against base flashings with joints lapped, from the following exposed metal:
 - 1. Formed Aluminum: 0.024 inch (0.61 mm) thick.
- C. Accessories:
 - 1. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing lower edge.
- D. Aluminum Finish: Two-coat fluoropolymer.
 - 1. Color: As selected by Architect from manufacturer's full range.

2.4 MATERIALS

- A. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.

2.5 MISCELLANEOUS MATERIALS

- A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
 - 1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
 - 2. Fasteners for Aluminum: Aluminum or Series 300 stainless steel.
- B. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.

2.6 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

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- D. Coil-Coated Aluminum Sheet Finishes:
1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - b. Concealed Surface Finish: Apply pretreatment and manufacturer's standard acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage where applicable, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, sealants, and other miscellaneous items as required to complete roof-specialty systems.
 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
 3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
 4. Torch cutting of roof specialties is not permitted.
 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
 1. Coat concealed side of uncoated aluminum roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.

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2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
1. Space movement joints at a maximum of 12 feet (3.6 m) with no joints within 18 inches (450 mm) of corners or intersections unless otherwise indicated on Drawings.
 2. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Fastener Sizes: Use fasteners of sizes that penetrate [wood blocking or sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
- E. Seal concealed joints with sealant as required by roofing-specialty manufacturer.
- F. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F (4 deg C).

3.3 ROOF-EDGE SPECIALITIES INSTALLATION

- A. Install cleats and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

3.4 REGLET AND COUNTERFLASHING INSTALLATION

- A. General: Coordinate installation of counterflashings with installation of base flashings.
- B. Counterflashings: Insert counterflashings into existing reglets; ensure that counterflashings overlap 4 inches (100 mm) over top edge of base flashings. Lap counterflashing joints a minimum of 4 inches (100 mm) and bed with butyl sealant. Fit counterflashings tightly to base flashings.

3.5 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.
- B. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION

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SECTION 07 71 29

MANUFACTURED ROOF EXPANSION JOINTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Bellows-type roof expansion joints.

B. Related Requirements:

- 1. Section 06 10 53 "Miscellaneous Rough Carpentry" for wooden curbs or cants for mounting roof expansion joints.
- 2. Section 07 53 23 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing" for roofing system.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Sample Warranties: For special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Installer of roofing membrane.

1.6 WARRANTY

- A. Special Warranty: Manufacturer and Installer agree to repair or replace roof expansion joints and components that leak, deteriorate beyond normal weathering, or otherwise fail in materials or workmanship within specified warranty period.

- 1. Warranty Period: Two years from date of Substantial Completion.

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PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Roof expansion joints shall withstand exposure to weather, remain watertight, and resist the movements indicated without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint seals, failure of connections, and other detrimental effects.
 - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 BELLOWS-TYPE ROOF EXPANSION JOINTS

- A. Source Limitations: Obtain bellows-type roof expansion joints approved by roofing manufacturer and that are part of roofing membrane warranty.
- B. Flanged Bellows Roof Expansion Joint: Manufactured, continuous, waterproof, joint-cover assembly, consisting of exposed membrane bellows, laminated to flexible, closed-cell support foam, and secured along each edge to a 3- to 4-inch- (76- to 100-mm-) wide metal flange for nailing to substrate. Provide each size and type indicated, splicing units, adhesives, and other components as recommended by roof-expansion-joint manufacturer for complete installation. Fabricate each assembly specifically for installation configuration indicated on Drawings.
 - 1. Joint Movement Capability: Plus and minus 50 percent of joint size.
 - 2. Bellows: EPDM flexible membrane, nominal 60 mils (1.5 mm) thick.
 - a. Color: Black.
 - 3. Flanges: Stainless steel, 0.019 inch (0.48 mm) thick.
 - a. Form: Flat to fit cants as indicated on Drawings.
 - 4. Secondary Seal: Continuous, waterproof membrane within joint and attached to substrate on sides of joint below the primary bellows assembly.
 - a. Thermal Insulation: Fill space above secondary seal with manufacturer's standard, factory-installed glass-fiber insulation; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84.

2.3 MATERIALS

- A. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304.
- B. EPDM Membrane: ASTM D 4637, Type standard with manufacturer for application.

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- C. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to withstand design loads.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine roof-joint openings, inside surfaces of parapets, and expansion-control joint systems that interface with roof expansion joints, for suitable conditions where roof expansion joints will be installed.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Comply with manufacturer's written instructions for handling and installing roof expansion joints.
 - 1. Anchor roof expansion joints securely in place, with provisions for required movement. Use fasteners, protective coatings, sealants, and miscellaneous items as required to complete roof expansion joints.
 - 2. Install roof expansion joints true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
 - 3. Provide for linear thermal expansion of roof expansion joint materials.
 - 4. Provide uniform profile of roof expansion joint throughout its length; do not stretch or squeeze membranes.
 - 5. Provide uniform, neat seams.
 - 6. Install roof expansion joints to fit substrates and to result in watertight performance.
 - 7. Torch cutting of roof expansion joints is not permitted.
- B. Splices: Splice roof expansion joints with materials provided by roof-expansion-joint manufacturer for this purpose, to provide continuous, uninterrupted, and waterproof joints.
 - 1. Install waterproof splices and prefabricated end dams to prevent leakage of secondary-seal membrane.

3.3 PROTECTION

- A. Protect roof expansion joints from foot traffic, displacement, or other damage.
- B. Remove and replace roof expansion joints and components that become damaged by moisture or otherwise.

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END OF SECTION

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SECTION 07 72 00

ROOF ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Roof hatches.

- B. Related Sections:

- 1. Section 05 50 00 "Metal Fabrications" for metal steps.
- 2. Section 07 71 00 "Roof Specialties" for manufactured fasciae, copings, gravel stops, gutters and downspouts, and counterflashing.
- 3. Section 07 71 29 "Manufactured Roof Expansion Joints" for manufactured roof expansion-joint covers.

1.3 COORDINATION

- A. Coordinate layout and installation of roof accessories with interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
- B. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of roof accessory.

- 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

- B. Shop Drawings: For roof accessories.

- 1. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.

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1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following:
1. Size and location of roof accessories specified in this Section.
 2. Method of attaching roof accessories to roof or building structure.
 3. Required clearances.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For roof accessories to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof accessories shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

2.2 ROOF HATCH

- A. Roof Hatches: Metal roof-hatch units with lids welded or mechanically fastened and sealed corner joints, continuous counterflashing and weathertight perimeter gasketing, and integrally formed deck-mounting flange at perimeter bottom. Subject to compliance with the requirements, provide products by one of the following manufacturers.
1. Babcock-Davis
 2. The Bilco Company
 3. Milcor
 4. The Pate Company
 5. USF Fabrication (Basis of Design: SRR-E)
- B. Type and Size: Single-leaf lid, sizes as indicated on the drawings.
- C. Loads: Minimum 150-lbf/sq. ft. (7.125-kPa) external live load and 20-lbf/sq. ft. (0.95-kPa) internal uplift load.
- D. Hatch Material: Aluminum sheet.
1. Thickness: 0.1875 inch (4.75 mm).
 2. Finish: Mill.
- E. Construction:

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1. Hatch Lid: Opaque.
 2. Fabricate frame to minimum height of 4 inches (100 mm) with 2 inches (50 mm) cover lip on all sides.
- F. Hardware: Gas shock operators, hold-open arm, latch with turn handles, butt- or pintle-type hinge system, and padlock hasps outside.

2.3 METAL MATERIALS

- A. Aluminum Sheet: ASTM B 209 (ASTM B 209M), manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.
1. Mill Finish: As manufactured.
- B. Aluminum Extrusions and Tubes: ASTM B 221 (ASTM B 221M), manufacturer's standard alloy and temper for type of use, finished to match assembly where used; otherwise mill finished.

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
1. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:
 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, or silicone or a flat design of foam rubber, sponge neoprene, or cork.
- D. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

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- C. Verify dimensions of roof openings for roof accessories.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install roof accessories according to manufacturer's written instructions.
 - 1. Install roof accessories level; plumb; true to line and elevation; and without warping, jogs in alignment, buckling, or tool marks.
 - 2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
 - 3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
 - 4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
 - 1. Coat concealed side of uncoated aluminum roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
- C. Roof-Hatch Installation:
 - 1. Verify that roof hatch operates properly. Clean, lubricate, and adjust operating mechanism and hardware.
- D. Seal joints with elastomeric sealant as required by roof accessory manufacturer.

3.3 REPAIR AND CLEANING

- A. Clean exposed surfaces according to manufacturer's written instructions.
- B. Clean off excess sealants.
- C. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION

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SECTION 32 31 13

CHAIN-LINK FENCES AND GATES

PART 1 - GENERAL

- 1.1 **RELATED DOCUMENTS.** Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to this section.
- 1.2 **DESCRIPTION OF WORK.** Provide the labor, tools, equipment, and materials necessary to construct the chain-link fence and gates in accordance with the drawings and the specifications.
- 1.3 **QUALITY ASSURANCE**
- A. **Standards.** Conform materials and workmanship with the following standards referenced herein:
1. ASTM - American Society for Testing and Materials.
- B. **Source.** Provide chain-link fence and gates as complete units controlled by a single source including necessary erection accessories, fittings, and fasteners.
- 1.4 **SUBMITTALS.** Submit all submittals in accordance with the Division 1 Submittal Requirements and the requirements within this specification section.
- A. **Submittal Package No. 1 – Shop Drawings and Product Data**
1. Product Data. Manufacturer's specifications and published data including all information required to substantiate that materials comply with the specifications.
2. Shop Drawings showing size, gauge, weight, and finish of all materials, method of anchorage, gate details, hardware, and plan layout. Include a list of materials and product warranty.
3. Warranty. Written warranty called for in paragraph 1.7 of this section.
4. Samples.
- a. A 1-foot-square section of fence fabric.
- b. A 1-foot-long section of post and rail.
- c. A 1-foot-long sample of the barbed wire.
- 1.5 **JOB CONDITIONS** (Not used)
- 1.6 **DELIVERY, STORAGE, AND HANDLING.** In accordance with Section 01 60 00, "Materials and Equipment."
- 1.7 **SPECIAL WARRANTY.** The manufacturer shall provide a 15-year warranty against rust and corrosion of the fence.

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PART 2 - PRODUCTS

2.1 MATERIALS

A. Fabric

1. The fence fabric shall be galvanized steel wire, 2-inch mesh chain-link.
 - a. 6 feet high and over shall have the selvage edges twisted and barbed.
 - b. 5 feet high and under shall be over knuckled at the top and twisted and barbed at the bottom.
2. Wire.
 - a. Commercial quality
 - b. Medium high carbon 9 gauge steel wire
 - c. Hot dipped galvanized
 - d. Minimum tensile strength of 100,000 pounds per square inch (psi).
3. Galvanizing. After fabrication, hot-dip-galvanize fabric in accordance with ASTM A 392 or ASTM A 817 Class 2.

B. Framing

1. Galvanizing.
 - a. All steel framing parts inside and outside.
 - b. In accordance with ASTM F 1083.
 - c. Minimum of 1.8 ounces per square foot of the total coated surface.
2. Post and rail specific requirements. Dimensions listed are inside diameters.
 - a. Top Rail.
 - 1) 1-1/4-inch Schedule 40 at 2.27 pounds per foot or SS-40 at 1.83 pounds per foot.
 - 2) Provide means of attaching securely to each gate, cover, and post and adjacent line post.
 - b. Bottom Rail. 1-1/4-inch Schedule 40 at 2.27 pounds per foot or SS-40 at 1.83 pounds per foot.
 - c. Tension Wire. 6-gauge, galvanized, high-carbon steel coil spring wire.
 - d. Line Posts. Line posts shall be C-Section as stated in Table 710.03-1, ODOT Construction Specification Manual. End/Corner posts shall be Grade 1 pipe.
 - e. Terminal and Straining Posts. 2-1/2 inch Schedule 40 at 5.79 pounds per foot or SS-40 at 4.64 pounds per foot.

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f. Gate Posts. Size gate posts to meet the following:

Gate Width	Gate Post Minimum Requirements
Up to 6 feet wide	2-1/2-inch Schedule 40 at 5.79 pounds per foot or SS-40 at 4.64 pounds per foot
6 feet to 13 feet wide	3-1/2-inch at 9.11 pounds per foot
13 feet to 18 feet wide	6-inch at 18.97 pounds per foot
Over 18 feet wide	8-inch at 24.70 pounds per foot

g. Post Brace. 1-1/4-inch Schedule 40 at 2.27 pounds per foot or SS-40 at 1.83 pounds per foot.

h. Truss Rod. 3/8-inch steel rod complete with turnbuckle.

i. Gate Frames. 1-1/2-inch Schedule 40 at 2.72 pounds per foot or SS-40 at 2.281 pounds per foot, adequately braced, with all corners electrically welded.

C. **Barbed Wire.** Fit fence posts and gates with galvanized barbed wire arms for carrying three strands of barbed wire at a 45-degree angle. Barbed wire shall be maximum-security type of two-strand 12-gauge wires with four-point aluminum barbs, 5 inches apart.

D. Hardware

1. Fence shall come complete with all necessary hardware, fittings, and accessories such as tension bars, tension bands, brace bands, end clamps, gate post caps, nuts, and bolts.
2. Gate hardware shall consist of bottom corner pivot hinge, upper hinge, latch fork with lock keeper and guide, fork catch, stop and hold open, and plunger bar and catch for double leaf units.
3. Galvanize all hardware.

E. **Concrete.** Concrete for setting posts in the ground shall be Design Mix Class A in accordance with Section 03 30 53, "Cast-in-Place Concrete."

PART 3 – EXECUTION

3.1 EXAMINATION

A. Site Verification of Conditions

1. Verify that site conditions are satisfactory for a successful fence installation.
2. Correct any unsatisfactory conditions before installation.
3. Notify Engineer/Architect of any conditions that cannot be corrected.

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4. Confirm final locations and property lines.

3.2 **PREPARATION.** Perform clearing and grubbing to construct the fence to the required alignment. Grade to provide a reasonably smooth ground profile at the fence line.

3.3 **INSTALLATION**

A. Posts

1. **Ground Installation.** Place posts at least 34 inches below finished grade. Encase posts in concrete a minimum of 36 inches below finished grade with 6 inches around the post and a 1-inch crown.
2. **Concrete Installation.** Place posts in concrete slabs, walls, or floors in preformed holes, minimum 8 inches deep with the inside diameter 1 inch greater than the outside diameter of the post. Fill the annular space with nonshrink grout and crown to 1 inch at post.
3. **Spacing.** Install line posts at maximum 10-foot centers.
4. Install all posts vertically straight.

B. Fabric

1. Erect the fabric a minimum of 7 days after setting the posts in concrete.
2. Fasten the fabric to the line posts with clips or bands spaced at approximately 14 inches apart and to the top and bottom rails with bands or tie wires at approximately 24- inch intervals.
3. Fasten the fabric to terminal posts using a tension bar with tension bands spaced 12 inches apart.
4. Fabric shall be rigid and taut.

C. Horizontal Deflection. At points of deflection where the fence changes alignment by more than 5 degrees, provide a post brace and truss rod in each fence panel adjacent to the post located at the angle point.

D. Post Braces. Support each gate, straining, and terminal post with a post brace and truss rod. Extend the brace from the line post back to the gate, straining, or terminal post.

E. Bottom Rail or Tension Wire. When a bottom rail is not shown, reinforce the bottom of the fabric by a tension wire stretched through the fabric and tied to the posts with the fabric.

F. Gates.

1. Gates shall be same height and fabric as the fence and capable of 180 degree swing.
2. All gates shall be plumb, level, and secure.
3. Adjust all hardware for smooth operation.

G. Barbed Wire. Pull and anchor three strands of barbed wire to the arms. Alternate location of barbs in each strand a maximum of 2-1/2 inches on center in alternate layers.

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3.4 DEMONSTRATION

- A. **Visual.** Verify that all fencing has been installed in accordance with the Contract Documents by walking the entire fence line and showing the Owner and/or Engineer/Architect that:
1. All corner and gate posts are braced.
 2. All posts are set in concrete with 1-inch crown.
 3. Fabric is tight and properly anchored.
 4. All gates operate freely and latch and unlatch easily.

END OF SECTION

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Section VIII: Signature and Proposal Pages

Signature Page
53rd Street Reservoirs Reroofing Project

To the Director of Public Service of the City of Canton:

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to furnish all the labor and materials required to complete the **53rd Street Reservoirs Reroofing Project** in accordance with the specifications on file, including any and all work and materials that may be necessary to complete the project in a proper and workmanlike manner, and in accordance with the instructions in the bid packet and under the direction of and to the satisfaction of the Director of Public Service of said City.

The bidder hereby agrees that the Director of Public Service has the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

The bidder hereby certifies that the undersigned _____ is the only person interested in the bid and the bidder herewith certifies that no officer or employee of the City of Canton is in any manner interested therein.

The bidder herewith encloses a _____ **(BID BOND, CERTIFIED/CASHIER'S CHECK)** in the sum of \$ _____ dollars made payable to the CITY OF CANTON as a guaranty that if awarded the contract for the work included in the proposal, _____ will enter into contract therefore, with sureties satisfactory to the Service Director, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or checks shall become the property of said City, as liquidated damages of the failure on the bidder's part to do said contract within the specified time.

The bidder acknowledges receipt of Addenda Numbers: _____.

SIGNATURE OF BIDDER: _____.

NOTE: If bidder is a corporation, set forth the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

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BID FORM – BID PROPOSAL SCOPE OF WORK

ITEM 1 RESERVOIR RE-ROOFING, COMPLETE

The lump sum bid for this item shall include all reservoir re-roofing work including but not limited to demolition and tear off of existing roof, new EDPM roofing system, metal edge fascia, expansion joints, metal base flashing, hatch and vent curbs, hatches, blanking off existing louver vents, isolation valve hatch repair, new roof-mounted safety vents, and repair of altitude valve hatch curb in accordance with the Contract Documents. Price shall include price for cleaning up debris that falls from construction of the new roofs/hatches.

The price bid shall include the Bid Allowance specified; all construction materials necessary to mobilize; and temporary facilities required during construction. The successful bidder will be required to furnish a breakdown of the lump sum Bid as required for estimating purposes.

ITEM 2 CONCRETE REPAIR, BID ALLOWANCE

The unit price stipulated for this item shall include labor, tools and equipment necessary to patch or repair existing concrete surfaces on the reservoir roofs as specified in section 03 01 30.73 “Concrete Repair”

Measurement for payment will be made on the actual number of square feet of concrete repair performed assuming a nominal 4-inch partial depth removal/repair of the existing concrete surface, complete as authorized by the ENGINEER/ARCHITECT.

ITEM 3 MISCELLANEOUS REPAIR AND RENOVATION, BID ALLOWANCE

This item shall include a lump sum allowance of \$50,000 for payment as required for repairs and renovations due to changes in conditions or revisions based on actual field conditions. This item is over and above what is described in the Contract Documents and must be based on written proposals approved by the OWNER and/or the ENGINEER/ARCHITECT.

The allowance shall be adjusted by Change Order if the final cost is more or less than the allowance.

ITEM 4 CHAIN LINK FENCE COMPLETE (ADD ALTERNATE)

This item shall include an ADD amount to the base bid for furnishing and installing all fencing materials, gates, hardware, posts, and anchor concrete; removal of existing fence once new fence is installed; and all else required to complete the chain link fence installation in accordance with the contract documents.

**53rd Street Reservoirs Reroofing Project
The City of Canton Water Department**

BID PROPOSAL SHEET

53RD STREET RESERVOIRS REROOFING PROJECT

Re-Roofing and Site Work Installation: Measurement and Payment – Bid Proposal Sheet:

The undersigned BIDDER agrees to perform all work described in the Contract Documents for the following unit prices.

Note that this section MUST be completed and signed. Each Bid Proposal Sheet included completing the work for the following prices:

(1)	(2)	(3)	(4)	(5)	(6)	(7=5 + 6)	(8 = 3 x 7)
Item	Description	Quantity	Unit	Labor Unit Price	Material Unit Price	Total Unit Price (Sum of Labor and Material)	Total Extended Price Informal Price in Figures
	RESERVOIR TANK RE-ROOFING						
1	Reservoir Re-Roofing Complete	1	Lump Sum				
2	Concrete Repair, BID ALLOWANCE	40	Square Feet				
3	Miscellaneous Repair and Renovation, BID ALLOWANCE	1	Lump Sum			\$50,000	\$50,000
4	BID ALTERNATE 1: Chain Link Fence Complete (ADD ALTERNATE)	1	Lump Sum				

**53rd Street Reservoirs Reroofing Project
The City of Canton Water Department**

Informal Total of Bid Items 1 through 3 Inclusive: \$ _____

Informal Total of Bid Items 1 through 4 Inclusive: \$ _____

Respectfully submitted:

Name of Bidder

Address

Address

Signature

Date

Title

Phone Number

(Seal - if Bid is by a corporation)

Attest _____

Appendix A: Project Labor Agreement

Note: This project requires the contractor to assent to a project labor agreement (PLA). The applicable PLA for this project is contained on the following pages. **Failure to sign and return the “Letter of Assent to the Project Labor Agreement” (page 29 of the following PLA) with your bid may result in your bid being disqualified.**

**PROJECT LABOR AGREEMENT
FOR THE
53RD STREET RESERVOIRS AND REROOFING PROJECT
ENTERED INTO BETWEEN
CITY OF CANTON
AND
EAST CENTRAL OHIO BUILDING AND CONSTRUCTION
TRADES COUNCIL AFL-CIO
AND
SIGNATORY LOCAL UNIONS**

Effective _____

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ARTICLE I

INTENT AND DURATION

Section 1. Intent And Duration. This Project Labor Agreement (the "Agreement") is entered into between the City of Canton (collectively the "Owner"); the East Central Ohio Building and Construction Trades Council, AFL-CIO ("ECOB & CTC" or "Council"); and the Signatory Unions (the "Unions"), and applies exclusively to the construction work within the scope of this Agreement to be performed on the 53rd Street Reservoirs and Reroofing Project (the "Project"). The purpose of this Agreement is to promote efficiency and cost-savings in the construction and refurbishment that is a part of the Project and to provide for the peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. This Agreement shall expire and be of no further force or effect upon the completion of the Project.

Upon execution of this Agreement by all parties, all construction, refurbishing and renovation work covered by this Agreement on the Project shall be contracted exclusively to Contractors, of whatever tier, who agree to execute and be bound by the terms of this Agreement. The Unions agree that Contractors may execute the Agreement, or the Letter of Assent attached as Appendix I, for purposes of performing such work. The Owner (or its permitted designee) shall monitor compliance with this Agreement by all contractors and subcontractors. For purposes of the Agreement, the term "Contractor" shall be deemed to include all construction contractors and subcontractors of whatever tier engaged in on-site construction, refurbishment and renovation work on the Project. The Owner, the Unions and all signatory Contractors agree to abide by the terms and conditions contained in the Agreement. This Agreement represents the complete understanding of all parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work coming within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union, which conflicts with any provisions in this Agreement, will be binding on any other party unless endorsed in writing by the Owner.

Section 2. Limitation Of Agreement To Project. The Unions agree that this

Agreement will be made available to, and will fully apply to, any successful bidder for work on the Project, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any union. The Unions further agree that this Agreement applies only to this Project. Nothing in this agreement is intended to, or shall, interfere with, or negate, any existing contractual relationship or collective bargaining agreement between the Union and any contractor or subcontractor that may execute this Agreement.

ARTICLE II

PURPOSE

Section 1. Purpose. The parties to this Agreement understand and acknowledge the fact that the timely construction of the Project is critical to the economic stability and development of the City of Canton. The 53rd Street Reservoirs are critical to the water supply needs of the City of Canton and its residents. The present roof on the reservoirs are in a state of disrepair and a breach in that roof could jeopardize the structural integrity of the reservoir. This Project includes the replacement of the roof on the reservoirs, and the renovation and replacement of hatches, vents, concrete repair of the structure, the installation of new fencing and landscaping. The cost of this Project is approximately \$646,000.00. Because of the nature of this Project, it must be let out for bid prior to the end of calendar year 2015 in order for work to begin in early Spring, 2016. The parties signatory to this Agreement accordingly pledge their complete good faith and trust to work towards an on-time and efficient completion of the Project.

Section 2. Time Is Of The Essence. The parties to this Agreement understand and agree that time is of the essence for this Project. The parties understand and agree that the Owner has a critical need for timely completion of the Project and that timely completion of the Project is therefore vital. The parties understand and agree that timely completion of the Project will require the use of substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are essential to the Project. The Unions pledge that they have members who are competent, skilled, and qualified to perform the required construction work. The parties also understand that on-budget completion of the Project is most critical; it is

therefore essential that construction work on the Project be done in an efficient, economical manner with optimum productivity and with no delays. In recognition of those special needs of the Project, the Unions signatory hereto and their members agree not to initiate, authorize, sanction, participate in or condone, or permit their members to engage in, any strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project or other operations of the City of Canton. Contractors agree not to engage in any lockouts.

ARTICLE III

BENEFITS OF THE AGREEMENT

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

- (a) reducing and/or eliminating the tension and potential disagreements that might otherwise exist between Union and non-union workers on the Project;
- (b) avoiding the costly delays of strikes, sympathy strikes, jurisdictional strikes, slowdowns, walkouts, picketing, handbilling and any other disruptions or interference with work, and promoting labor harmony and peace for the duration of the Project;
- (c) standardizing terms and conditions governing the employment of labor on the Project;
- (d) permitting flexibility in work scheduling and shift hours and times;
- (e) achieving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (f) providing comprehensive and standardized mechanisms for the settlement of work disputes;
- (g) ensuring a reliable source of skilled and experienced labor; and
- (h) furthering public policy objectives, to the extent lawful, as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry. Mindful of the economic

condition and unemployment rate in Stark County, the Owner anticipates and expects that all construction workers and employees on this Project will be residents of Stark County. In view of the very technical and specialized work that is inherent in the construction industry, all parties acknowledge that this expectation by the Owner is a goal, not a mandate. To this end, all Contractors working under this Agreement pledge that they will make a good-faith effort to reach this goal expressed by the Owner.

ARTICLE IV

SCOPE OF AGREEMENT

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

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

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.
- (b) Equipment and machinery owned or controlled and operated by the Owner.
- (c) All off-site manufacture, fabrication or handling of materials, equipment or machinery (except at dedicated lay-down or storage areas and except as provided in Article IV, Section 10), and all deliveries of any type to and from the Project site (except on-site pouring of concrete).
- (d) All employees of the Owner, the Construction Supervisor, design team or any environmental, engineering or other consultant when such employees do not perform labor coming within the scope of this Agreement.
- (e) Any work performed on or near or leading to or onto the site of work on

the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.

- (f) Off-site maintenance of leased equipment and on-site supervision of all such maintenance work.
- (g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, or work performed by supervisors or technicians employed by the manufacturer or vendor to oversee the testing of equipment once installed to insure that the equipment is fully operational.
- (h) Laboratory work for specialty testing or inspections not ordinarily done by the signatory local unions.
- (i) All work done by employees of any State agency, authority or entity or employees of any municipality or other public employer.

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

Section 3. Contract Award and Consent to Agreement.

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

Section 4. Stand-Alone Agreement. This Agreement is a stand-alone Agreement. While this Agreement expressly does not incorporate any local area collective bargaining agreements, such local area collective bargaining agreements may be referenced for the limited purposes as hereinafter set forth in this Agreement. However, to the extent, if any, that any provisions of this Agreement conflict with any provision of a local area collective bargaining agreement, the provisions of this Agreement shall control, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles VII, VIII and X of this Agreement, which shall apply to such work.

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

Section 6. Subcontracting. The Owner agrees that neither it nor any of its contractors or subcontractors will subcontract any work covered by this Agreement to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. Contractors who are signatory to local collective bargaining agreements shall be bound by the terms of their respective local collective bargaining agreements on subcontracting to the extent such terms are consistent with Article IV, Section 2 of this Agreement. Disputes concerning compliance with such local subcontracting provisions for this Project shall be subject to all of the dispute resolution provisions of this Agreement.

Section 7. Security. All employees covered by this Agreement in the employ

of the Contractors shall remain members in the applicable signatory Union during the term of this Agreement, and all workers hereinafter employed by the Contractors shall become members of the applicable signatory Union seven (7) days after the date of their employment and shall remain members of the Union during the term of this Agreement. (This clause shall be applied to the extent permitted by law). A Contractor shall not discharge any employee for non-membership in the Union if: (a) he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

Section 8. Liability. It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Construction Supervisor and/or any Contractor, and neither the Owner nor Construction Supervisor shall assume any liabilities of the Contractors.

Section 9. Abatement of Agreement. As areas of covered work on the Project are accepted by the Owner, this Agreement shall have no further force or effect on such areas except where the Contractor is directed by the Owner to engage in repairs or punch list modifications.

Section 10. Miscellaneous. Notwithstanding any other provision of this Agreement, this Agreement applies and is limited to the recognized and accepted historical definition of demolition and new construction work under the direction of and performed by the contractor(s), of whatever tier who have contracts awarded for such work on the project. Such work shall include site preparation work and dedicated off-site work except for the contractors and subcontractors specifically excluded in the agreement. Any off-site prefabrication of any building materials, systems and/or components traditionally performed on site shall be performed by the appropriate craft signatory to this agreement and approved by the Owner.

ARTICLE V
LABOR/MANAGEMENT COOPERATION
JOINT ADMINISTRATIVE COMMITTEE

Section 1. The parties to this Agreement shall establish a Project Joint Administrative Committee ("Committee"). This Committee will be a two-person committee comprised of one member each appointed by the Owner (or its designee) and the Unions, with an alternate appointee Union member available to replace the regular appointee when a problem or grievance concerns the regular appointee's Union. Each member of the Committee shall designate an alternate who shall serve in the absence of the member for any purpose contemplated by this Agreement.

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

ARTICLE VI
UNION RECOGNITION AND EMPLOYMENT

Section 1. Pre-Hire Recognition. Each Contractor and subcontractor recognizes the Unions as the sole and exclusive bargaining representatives of all craft and trade employees within their respective jurisdictions working on the Project under the Agreement.

Section 2. Contractor's Right of Selection. Each Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off. To the extent any training or vendor education is required to fill any position, said training shall be undertaken at no cost or expense to Owner.

Section 3. Union Referral. For local Unions having a job referral system, each Contractor agrees to comply with such system, and the referral system shall be used exclusively by such Contractor, except as modified by this Article. Such job referral

system will be operated in a non-discriminatory manner and in full compliance with Federal, state, and local laws and regulations requiring equal employment opportunities and nondiscrimination, and referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. The Union shall indemnify and hold each Contractor harmless with respect to any claim arising out of how the Union operates and administers its referral system. All hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations. The Contractor may reject any referral and request another, different referral; provided, however, the Contractor shall furnish, upon request from the Union, a written explanation for the rejection.

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

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

Section 6. Union Best Efforts. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of each Contractor, including calls to local unions in other geographic areas when its referral lists have been exhausted. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area of the Project. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified residents as journeymen, apprentices and trainees on the Project.

ARTICLE VII

GRIEVANCE ARBITRATION PROCEDURE

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

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

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

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the Local Union may, within forty-eight (48) hours thereafter, pursue Step 2 of the

Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description hereof, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated.

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

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

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

Section 4. Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. Failure of the Contractor to adhere to the

time limits established herein shall result in the grievance being sustained. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 5. The Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VIII

JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be the responsibility of the Contractor performing the work involved and such work assignments will be in accordance with decisions issued under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan"), or any successor Plan, adopted by the National Building and Construction Trades Department.

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

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

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

ARTICLE IX

MANAGEMENT'S RIGHTS

Section 1. Exclusive Owner - Workforce. Except as otherwise provided in

this Agreement, the Owner (or its designee) and the Contractors retain the authority for the management of their operations and workforces.

Section 2. Materials, Design, Machinery, Equipment. There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery packaging, pre-cast, pre-fabricated, pre-finish, or pre-assembled materials, tools or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction of such work; provided, however, that installation of specialty items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, in circumstances requiring special knowledge of the particular items.

Section 3. New Technology, Equipment. The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by any Contractor from time to time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods.

Section 4. Disputes. If there is any disagreement between any Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

ARTICLE X

WORK STOPPAGES

Section 1. No Strikes or Work Disruptions. There shall be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. The applicable local union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activity which violates this Article. Any employee who participates in or encourages

any activity which violates this Article shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days. Further, if the Local Union is unable to provide qualified replacements for those employees who are in violation of this Article by the beginning of the next shift, the Employer is free to hire from any source.

Section 2. Union Responsibilities. The Local Union shall not be liable for acts of employees for which it has no responsibility. The principal officers of the Local Union will immediately instruct, order and use their best efforts to cause the members of the Local Union they represent to cease any violations of this Article. If it complies with this obligation, the Local Union shall not be responsible for unauthorized acts of employees it represents.

ARTICLE XI

WAGES AND BENEFITS

Section 1(A). Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid 100% of the wages and 100% of the benefits as established in the respective Craft's Collective Bargaining Agreement and any subsequent modifications thereto. The Contractor, upon request, shall provide the Unions and Owner with substantiation that wages and benefits are being paid on the Project. The Unions shall provide the Owner, and any Contractor or subcontractor that is party to this Agreement, with wage, fringe benefit and dues reporting forms.

Section 1(B). Wage Premiums and Additives. The Council and the signatory unions agree that no PLA-specific wage increases, premiums or additives appearing in any local collective bargaining agreement shall have any application to the wage rates appearing in Section 1(A) above.

Section 2. Payment of Benefits/Contributions. Each Contractor will also pay all required contributions in the amounts required by Section 1 of this Article to the established employee benefit funds that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds). With respect to contributions required in this Section to Employer-Union jointly trusted funds, the Contractor adopts and agrees to be bound by the written terms of

the legally established trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by Contractor.

Section 3. Non-Affiliated Labor Organizations. The Contractor shall deduct from each employee's wages all uniform dues and working assessments set forth in the Employee's Local Collective Bargaining Agreement. If a labor organization is not affiliated with the Council, and supplies its members or referrals for work on the Project, such labor organization shall pay to the Council the dues and assessments it would owe the Council if affiliated, for all periods during which the labor organization has members or referrals working on the Project. Any disputes under this paragraph shall be resolved exclusively between the labor organization and the Council by using the grievance procedure appearing in Article VII, as provided herein. All grievances shall be reduced to writing within thirty (30) days of the date on which the aggrieved party discovered the dispute. The grievance shall be initiated at Article VII, Section 3, Step 3.

ARTICLE XII

LOCAL UNION NEGOTIATIONS DURING THE PENDENCY OF THE AGREEMENT

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

negotiations, the affected Union and all of its members will observe and fully comply with the provisions of this Agreement. Should any Local Union fail or refuse to provide and/or refer qualified employees for work on the Project during an economic strike, any affected Contractor shall be permitted to utilize the procedures appearing in Article VI, Section 5 of this Agreement.

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

ARTICLE XIII

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY

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

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

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

Section 4. Shifts.

- (a) Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the Union and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period. Any third shift shall consist of seven (7) hours of continuous work exclusive of one-half (½) hour non-paid lunch period for eight (8) hours pay. A premium of \$.25 per hour shall be paid for work on the second shift and \$.50 per hour for work on the third shift.
- (b) The Contractor may establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half (½) hour unpaid lunch, approximately midway through the shift) between Monday through Thursday.

Section 5. Minimum Pay. An employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2)

hours at the applicable hourly rate, provided the employee at the employer's discretion remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than two (2) hours. It will not be a violation of this agreement when the employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above where the employer requests employees to remain available for work, the employees will be compensation for such time. If a project is shut down because of weather, employees, who report for work, shall be paid actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference. The provisions of this section are not applicable where the employee voluntarily quits or lays off.

Section 6. Holidays. Holidays shall be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. A holiday falling on Saturday shall be observed on the preceding Friday. A holiday falling on Sunday shall be observed on the following Monday.

Section 7. Meal Period. The Contractor will schedule a meal period of not more than one-half hour duration at the work location at approximately the mid-point of the scheduled work shift (4 hours in a five day work week, 5 hours in a four-day work week), consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through his meal period, he shall be compensated for the time worked at the applicable overtime rate and the employee shall, when work permits, eat his lunch "on the fly".

Section 8. No Organized Work Breaks. There will be one (1) break during the first four (4) hours of a shift which shall be taken at the employee's work station. Individual nonalcoholic beverage containers will be permitted at the employee's work station.

Section 9. Helmets to Hardhats.

(a) The Employers and the Unions recognize a desire to facilitate the entry into

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

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

ARTICLE XIV

APPRENTICES

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

Section 2. Ratios. The Union agrees to cooperate with the Contractor in furnishing qualified apprentices as requested and if available. Apprentices shall perform the work of their craft in accordance with the ratios and terms in their governing collective bargaining agreements. To the extent requested by Owner, the Contractor(s) may use the maximum number of apprentices permitted by local collective bargaining agreements.

ARTICLE XV

DRUG AND ALCOHOL POLICY

Section 1. Drug and Alcohol Policy. All parties understand and agree that a drug and alcohol policy, approved by the Council, will be in force for all work performed under the Agreement. The drug and alcohol policy will prohibit the use, sale, transfer,

purchase and/or possession of a controlled substance, alcohol and/or firearms while on the Project's premises and will require testing of employees. The drug and alcohol policy, attached hereto as Appendix 2, is incorporated into and made part of this Agreement and is implemented for all Contractors and employees working on the Project.

ARTICLE XVI

NON-DISCRIMINATION

Section 1. Policy. It is the continuing policy of the Owner, the Contractors and the Unions that the provisions of this Agreement shall be applied without discrimination because of age, race, sex, color, religion, creed, national origin, sexual orientation or any other basis prohibited by applicable law.

ARTICLE XVII

SOLE AND COMPLETE AGREEMENT

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

ARTICLE XVIII

SEPARABILITY AND SAVINGS CLAUSE

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

Section 2. Force of Agreement. The parties recognize the right of the Owner to withdraw, at its absolute discretion, the utilization of this Agreement as part of any

bid specification should a court of competent jurisdiction issue any order which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the Owner, or such court order, the parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible. It is hereby agreed that this Agreement covers all of the signatory local unions listed below.

Section 3. Delegation. The Owner, in its sole and absolute discretion has the right to delegate its duties hereunder to a representative and/or designee who may be either an employee of Owner or a third party with whom Owner has contracted for contractor services.

OWNER
CITY OF CANTON

William Berto
Director of Public Services

EAST CENTRAL OHIO BUILDING &
CONSTRUCTION TRADES COUNCIL,
AFL-CIO

Dave Kirwin
PRESIDENT

APPROVED AS TO FORM

[Signature]
CANTON LAW DIRECTOR

BRICKLAYERS LOCAL 6

By: _____
Name: _____
Title: _____
Date: _____

ELECTRICIANS LOCAL NO. 540

By: Philip Williams
Name: Philip D. Williams
Title: Bus. Mngr / FINAN-Secy
Date: 11/17/15

GENERAL TRUCK DRIVERS &
HELPERS UNION LOCAL NO. 92

By: _____
Name: _____
Title: _____
Date: _____

GLAZIERS LOCAL NO. 1162

By: _____

Name: _____

Title: _____

Date: _____

**HEAT & FROST INSULATORS AND
ASBESTOS WORKERS LOCAL
NO. 84**

By: _____

Name: _____

Title: _____

Date: _____

**INDIANA/KENTUCKY/OHIO
REGIONAL COUNCIL OF
CARPENTERS**

By: _____

Name: _____

Title: _____

Date: _____

IRONWORKERS LOCAL NO. 550

By: William V. Sherer II
Name: William V. Sherer II
Title: Business Manager
Date: 11-18-15

LABORERS LOCAL NO. 1015

By: Jacob H. Craston
Name: Jacob H. Craston
Title: Business Manager
Date: 1/22/16

**OPERATIVE PLASTERERS' AND
CEMENT MASONS LOCAL NO. 109**

By: GREG DANIELS
Name: Greg Daniels
Title: B M
Date: 11-17-15

PAINTERS LOCAL NO. 603

By: _____

Name: _____

Title: _____

Date: _____

PLUMBERS, PIPEFITTERS AND REFRIGERATION LOCAL NO. 94

By: _____

Name: _____

Title: _____

Date: _____

ROOFERS, LOCAL UNION NO. 88

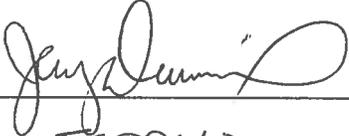
By: Tim Mazzotta

Name: TIM MAZZOTTA

Title: BM

Date: 11-18-15

**SHEET METAL WORKERS LOCAL
NO. 33**

By: 
Name: JERRY DURIEX
Title: BUSINESS AGENT
Date: 11-16-15

**SPRINKLER FITTERS LOCAL
NO. 669**

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX 1
LETTER OF ASSENT TO THE PROJECT LABOR AGREEMENT

FOR THE 53RD STREET RESERVOIRS AND REROOFING PROJECT

Pursuant to Article I, Section 1 of the Project Labor Agreement (the "Agreement") for the 53rd Street Reservoirs and Reroofing Project, the undersigned party hereby agrees that it will comply with and be bound by all of the terms and conditions of the Agreement and agrees to all approved amendments or revisions thereto.

This Letter of Assent shall ONLY apply to the above-referenced Project and shall remain in effect for the duration of the above-referenced Project, after which this understanding will automatically terminate without further notice.

For the Contractor (or Subcontractor of whatever tier):

Name of Contractor/Subcontractor: _____

Name and Signature of Authorized Person:

(Print Name) _____

(Title) _____

(Signature) _____

(Phone #) _____

(Date) _____

APPENDIX 2
EMPLOYEE DRUG AND ALCOHOL TESTING POLICY
SPECIFICATIONS

The Owner is committed to providing a safe workplace for the workers assigned the Project, promoting high standards of employment health, and fostering productivity that satisfies its quality expectations. Consistent with the intent and spirit of this commitment, the Owner and ECOB & CTC have established a substance abuse testing specification for the Project with the goal of maintaining a work environment that is free from the effects of the use of illegal drugs and alcohol. The Owner will implement the terms of this policy.

This specification is not intended as a substitute for the Contractors' complete written substance abuse policy. Normally, such policies include other important features, including, but not limited to, an employee education and awareness Program, a supervisor training program and an employee assistance program.

The policy for this Project requires that any construction employee entering the project site will comply with the substance abuse testing requirements as outlined in this section. The Owner reserves the right to amend this specification upon written notice to the Contractor and the Unions on the Project. The parties to this agreement shall recognize the Drug Free Work Site Program as implemented through participating Unions and/or Contractors as administered by the contractor, or for contractors who are not signatory to agreements with signatory unions belonging to ECOB & CTC, and their core employees, an equivalent program that meets the specifications, contractual requirements, and testing requirements as set forth in this Appendix 1.

CONTRACTUAL REQUIREMENTS

All Contractors must have and enforce a written Substance Abuse Program incorporating the testing requirements, term, and conditions set forth in this specification. This specification is applicable to all employees, current and prospective, in order to be eligible to perform work at the Project. The Contractors must comply with the specification. Suppliers, vendors, and visitors are subject to confirmation of their abstinence from the possession or use of substances indicated in this specification. A copy of each contractor's substance abuse program must be

submitted to the Owner for approval prior to commencement of any work on the Project site.

The substance abuse program must apply to all employees working on the Project and subcontractors' of any of tier working on the Project site. This includes workers, new hires, replacement workers, and supervisory personnel. No employee or prospective employee of a Contractor shall be permitted to work on the Project site unless such employee has submitted to testing by this specification and unless the results of such testing are negative as hereinafter defined. The Contractor must provide the Owner with a Monthly Summary Report of the Substance Abuse Program compliance.

All Contractors must train their respective employees in methods that will allow them to recognize substance abusers. Supervisory Employees of the Owner or its subcontractor shall be trained to take action, and to confront a substance abuser in a manner consistent with generally accepted safety-training procedures.

The cost of implementing the Substance Abuse program shall be borne by each respective Contractor affected by this specification.

Suppliers, vendors, and visitors must become signatory to the terms of this specification and their abstinence from substance abuse, and their continued avoidance of violations of the specification at the project site. Furthermore, in the event of an incident and/or accident occurrences involving suppliers, vendors, and/or visitors, the same agrees to submit to the substance abuse testing when requested. Refusal to comply would be grounds to have the supplier, vendor, or visitor permanently barred from the Project site by regulators.

TESTING REQUIREMENTS

The Project requires:

- Post-offer/Pre-engagement drug and alcohol testing.
- Testing for reasonable suspicion of illegal drug use or alcohol use.
- Post accident and post incident drug and alcohol testing upon reasonable suspicion.
- Drug testing following discovery of illegal or unauthorized drugs or paraphernalia as creating reasonable suspicion.

All Prime Contractors must perform post-offer/pre-engagement, and post

accident/incident testing upon reasonable suspicion, as follows:

- a. All drug testing must be conducted by a National Institute of Drug Abuse (NIDA) certified laboratory with test results interpreted by a licensed medical review officer (MRO).
- b. The initial screen tests for alcohol shall be performed by using either a saliva test or breathalyzer test comparable to the type used by state or local law enforcement officials. Furthermore, alcohol confirmatory tests shall be performed by using either blood alcohol test or a Breathalyzer test comparable to the type used by state or local law enforcement officials.
- c. Evidence of the negative test results of individual employees required by this specification shall be furnished to the Owner prior to the commencement of work by the individual employee and promptly after performance of any subsequent testing required by this specification. Acceptable negative test result format.
 - A certificate signed by the testing laboratory, setting forth the nature and results of performed; or
 - An identification card signed by the respective Prime Contractor and issued to the individual employee, setting forth as reported on a certificate issued by the testing laboratory. The name of the testing laboratory shall also appear on the identification card; provided the affected employee authorizes the issuance of such identification card.

COMPLIANCE PROCEDURE

The Owner reserves the right to audit any substance abuse program required by this specification to verify compliance results within twenty-four (24) hours of notification of the intent to audit. The Owner shall have free right of access to all relevant records of the Prime Contractor and their subcontractors and supplies for this purpose, provided such record disclosures are within the scope of the States guidelines pertaining to confidentiality of employee records.

The Contractor's pre-engagement employees who receive a positive test result shall immediately leave the Project Site. Transportation of employees receiving the positive test result is the direct responsibility of the employing Prime Contractor, including employees of its subcontractors. Furthermore, pre-engagement employees

receiving a positive test shall not be permitted to return to the Project Site earlier than 90 days from the date of the positive test. At this time the employee may begin the process outlined by this specification again.

DEFINITIONS/ CONFIDENTIALITY/RULES- DISCIPLINARY ACTIONS-
GRIEVANCE PROCEDURES

1. DEFINITIONS:

- (a) Company Premises - the term "Company Premises" as used in this policy includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used by the Contractor on the Project. Construction job sites for which the Contractor has responsibility are included.
- (b) Prohibited Items & Substances - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs, alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.
- (c) Employee - Individuals, who perform work for the Contractor, including, but not limited to management, supervision, engineering, craft workers and clerical personnel.
- (d) Accident - Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.
- (e) Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.
- (f) Reasonable Cause - Reasonable cause shall be defined as tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

2. CONFIDENTIALITY

- (a) All parties to this policy and program have only the interests of employees in mind; therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the Contractor

will make every reasonable effort to return you to work upon your recovery. The Contractor will also take action to assure that your illness is handled in a confidential manner.

- (b) All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know."
- (c) When a test is required, the specimen will be identified with a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly label and made tamper proof. The donor must witness this procedure.
- (d) Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- (e) The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

3. RULES - all employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

- (a) Use, possess, dispense or receive prohibited substances on or at the Project job site; or
- (b) Report to work at or on the Project with any measurable amount of prohibited substances in their system.

4. DISCIPLINE - When the Contractor has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall return to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

- (a) Applicants testing positive for drug use will not be hired.
- (b) Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
- (c) Employees who refuse to cooperate with testing procedures will be terminated.
- (d) Employees found in possession of drugs or drug paraphernalia will be terminated.

(e) Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

5. PRESCRIPTION DRUGS - Employees using a prescribed medication which, in their physician's opinion, may impair the performance of their duties, either mental or motor functions, must immediately inform the supervisor of such prescription drug use if instructed by their physician to do so. For the safety of all employees, the Contractor will consult with you and your physician to determine if a reassignment of duties is necessary. The Contractor will attempt to accommodate your needs by making an appropriate reassignment. However, if a reassignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

Appendix B: Prevailing Wage Requirements and Rates

OVERVIEW

This project will utilize Ohio Prevailing Wage Rates. All contractors and subcontractors are required to comply with all Prevailing Wage Requirements in the Ohio Revised Code. The documents outlined below are contained in the following pages and will be utilized to comply with these requirements.

DOCUMENTATION REQUIREMENTS

The successful bidder will be required to submit all required documentation and certified weekly payrolls per the requirements stipulated in Ohio Revised Code Chapter 4115 as work progresses to the City of Canton Prevailing Wage Coordinator.

PREVAILING WAGE AFFIDAVIT OF COMPLIANCE

This affidavit must be submitted to the Prevailing Wage Coordinator before the surety is released or final payment is made.

PREVAILING WAGE RATES

Attached are the State of Ohio Prevailing Wage Rates as of the posting date of this bid. Actual rates due to workers will be those in affect at the time of work.

Weekly Payrolls

Each week as work progresses, the Contractor must submit to the Prevailing Wage Coordinator **original, certified, signed weekly payrolls** containing the following information:

- A) Name of each employee
- B) Employees' social security numbers
- C) Specific classification of employees (same as shown on wage determination or provisional approval).
- D) Rate of pay not less than that shown on the wage determination.
- E) Allowable fringe benefits paid to the employee.
- F) Hours worked each day and total hours worked for each week for each employee.
- G) Gross amount paid to each employee.
- H) Itemized deductions for each employee.
- I) Net amount paid to each employee.
- J) The following certification:

"I certify that the payroll is correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the Wage Determination decision of the Department of Industrial Relations, Prevailing Wage Rate Division, State of Ohio, and that the classifications set forth for each laborer or mechanic conform with the work he performs."

Prevailing Wage Affidavit of Compliance

I _____, _____,
(Name of person signing affidavit) (Title)

Do hereby certify that the wages paid to all employees of _____
(Company Name)

for all hours worked on the _____
(Project and Location)

project, during the period from _____ to _____
(Project Dates)

are in compliance with State prevailing wage requirements.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 20____.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or Subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

Prevailing Wage Determination Cover Letter

County: STARK
Determination Date: 01/29/2016
Expiration Date: 04/29/2016

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)

wh1500

Details :

Mechanic's assistants shall do all the handling, of sand, cement, lime, tile, marble, terrazzo and other materials used by the mechanics upon being delivered to the building or at the job. Hand rubbing, rolling, mixing, formulating, grinding, grouting, and cleaning of all marble, tile, mosaic, and terrazzo floors, and wainscoting, and such other work as is required in helping a mechanic as is the established custom of the trade. No limit to the tools, equipment or machinery used.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 8 Zone 2 Tile Setters & Finishers

Change # : LCN1-2015fbLoc6

Craft : Bricklayer Effective Date : 06/01/2015 Last Posted : 05/27/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Bricklayer Tile Setter	\$24.19	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$34.96	\$47.06
Marble Mason	\$24.19	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$34.96	\$47.06
Terrazzo worker	\$24.19	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$34.96	\$47.06
Finisher Support	\$21.61	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$32.35	\$43.16
APPRENTICE Finisher Support Only											
1st 30 days	\$12.91	\$5.40	\$4.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.13	\$29.58
30 days ro 6 months	\$12.91	\$5.40	\$4.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.13	\$29.58
2ND 6 months	\$15.06	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$25.80	\$33.33
3RD 6 months	\$16.14	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$26.88	\$34.95
4TH 6 months	\$17.22	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$27.96	\$36.57
5TH 6 months	\$18.29	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$29.03	\$38.18
6TH 6 months	\$19.37	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$30.11	\$39.80
7TH 6 months	\$20.44	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$31.18	\$41.40
8TH 6 months	\$20.44	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$31.18	\$41.40
Apprentice	Percent										
1st 30 Days	60.00	\$14.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.51	\$21.77
31st day thru 1st 6 months	60.00	\$14.51	\$5.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.91	\$27.17
2nd 6 months	70.00	\$16.93	\$5.40	\$4.82	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$27.70	\$36.17
3rd 6 months	75.00	\$18.14	\$5.40	\$4.82	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$28.91	\$37.98
4th 6 months	80.00	\$19.35	\$5.40	\$4.82	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$30.12	\$39.80
5th 6 months	85.00	\$20.56	\$5.40	\$4.82	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$31.33	\$41.61
6th 6 months	90.00	\$21.77	\$5.40	\$4.82	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$32.54	\$43.43
7th 6 months	95.00	\$22.98	\$5.40	\$4.82	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$33.75	\$45.24
8th 4 months	95.00	\$22.98	\$5.40	\$4.82	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$33.75	\$45.24

Special Calculation Note : Other \$0.35 is for Internatioanl Masonry training. Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

4 Journeymen to 1 Apprentice
6 Journeymen to 1 Apprentice (Thereafter)

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, COLUMBIANA, COLUMBIANA*, STARK,
TUSCARAWAS

Special Jurisdictional Note : Tile Setter Work for Townships of Butler, Hanover, Knox, and West in Columbiana County

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 8 Zone 2 Tile Setters & Finishers

Change # : LCN1-2015fbLoc6

Craft : Bricklayer Effective Date : 06/01/2015 Last Posted : 05/27/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Bricklayer Tile Setter	\$24.19	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$34.96	\$47.06
Marble Mason	\$24.19	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$34.96	\$47.06
Terrazzo worker	\$24.19	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$34.96	\$47.06
Finisher Support	\$21.61	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$32.35	\$43.16
APPRENTICE Finisher Support Only											
1st 30 days	\$12.91	\$5.40	\$4.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.13	\$29.58
30 days ro 6 months	\$12.91	\$5.40	\$4.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.13	\$29.58
2ND 6 months	\$15.06	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$25.80	\$33.33
3RD 6 months	\$16.14	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$26.88	\$34.95
4TH 6 months	\$17.22	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$27.96	\$36.57
5TH 6 months	\$18.29	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$29.03	\$38.18
6TH 6 months	\$19.37	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$30.11	\$39.80
7TH 6 months	\$20.44	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$31.18	\$41.40
8TH 6 months	\$20.44	\$5.40	\$4.82	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$31.18	\$41.40
Apprentice	Percent										
1st 30 Days	60.00	\$14.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.51	\$21.77
31st day thru 1st 6 months	60.00	\$14.51	\$5.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.91	\$27.17
2nd 6 months	70.00	\$16.93	\$5.40	\$4.82	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$27.70	\$36.17
3rd 6 months	75.00	\$18.14	\$5.40	\$4.82	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$28.91	\$37.98
4th 6 months	80.00	\$19.35	\$5.40	\$4.82	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$30.12	\$39.80
5th 6 months	85.00	\$20.56	\$5.40	\$4.82	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$31.33	\$41.61
6th 6 months	90.00	\$21.77	\$5.40	\$4.82	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$32.54	\$43.43
7th 6 months	95.00	\$22.98	\$5.40	\$4.82	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$33.75	\$45.24
8th 4 months	95.00	\$22.98	\$5.40	\$4.82	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$33.75	\$45.24

Special Calculation Note : Other \$0.35 is for Internatioanl Masonry training. Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

Ratio :
4 Journeymen to 1 Apprentice
6 Journeymen to 1 Apprentice (Thereafter)

Jurisdiction (* denotes special jurisdictional note) :
CARROLL, COLUMBIANA, COLUMBIANA*, STARK,
TUSCARAWAS

Special Jurisdictional Note : Tile Setter Work for Townships of Butler, Hanover, Knox, and West in Columbiana County

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Commercial NE District C

Change # : LCN01-2015fbLocNEdistCantonC

Craft : Carpenter Effective Date : 10/07/2015 Last Posted : 10/07/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$25.56		\$6.45	\$7.30	\$0.45	\$0.00	\$0.34	\$0.00	\$0.00	\$0.00	\$40.10	\$52.88
Apprentice	Percent											
1st 3 Months	40.00	\$10.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.22	\$15.34
2nd 3 Months	45.00	\$11.50	\$6.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.40	\$24.15
2nd 6 Months is 1st year	50.00	\$12.78	\$6.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.68	\$26.07
3rd 6 Months	55.00	\$14.06	\$6.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.96	\$27.99
4th 6 Months is 2nd year	60.00	\$15.34	\$6.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.24	\$29.90
5th 6 Months	70.00	\$17.89	\$6.45	\$5.11	\$0.45	\$0.00	\$0.24	\$0.00	\$0.00	\$0.00	\$30.14	\$39.09
6th 6 Months is 3rd year	75.01	\$19.17	\$6.45	\$5.48	\$0.45	\$0.00	\$0.26	\$0.00	\$0.00	\$0.00	\$31.81	\$41.40
7th 6 Months	80.00	\$20.45	\$6.45	\$5.84	\$0.45	\$0.00	\$0.27	\$0.00	\$0.00	\$0.00	\$33.46	\$43.68
8th 6 Months is 4th year	85.00	\$21.73	\$6.45	\$6.21	\$0.45	\$0.00	\$0.29	\$0.00	\$0.00	\$0.00	\$35.13	\$45.99

Special Calculation Note :

Ratio :
3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hoists; dumb waiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing. The handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes and cables. The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trial run of any equipment or machinery installed by the Millwrights. It is agreed the Millwrights shall use the layout tools and optic equipment necessary to perform their work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter NE District Industrial Dock & Door

Change # : LCN01-2014fbCarpNEStatewide

Craft : Carpenter Effective Date : 03/05/2014 Last Posted : 03/05/2014

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)		
Classification											
Carpenter	\$19.70	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.90	\$35.75
Trainee	Percent										
1st Year	60.00	\$11.82	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$18.02	\$23.93
2nd Year	80.20	\$15.80	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$29.90

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :
1 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :
 ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS,
 AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL,
 CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA,
 COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE,
 DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON,
 GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON,
 HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND,
 HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX,
 LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS,
 MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER,
 MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW,
 MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY,
 PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND,
 ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK,
 SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT,
 VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS,
 WOOD, WYANDOT

Special Jurisdictional Note : Industrial Dock and Door is the installation of overhead doors, roll up doors and dock leveling equipment

Details :
10/27/10 New Contract jc

fabrication and installation of floating docks. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite, loading, unloading, erecting, framing, dismantling, moving and handling of pile driving equipment piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams and erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline, work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic and ceiling installers, drywall installers, pile drivers and floorlayers.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Statewide Office Systems

Change # : LCR02-2010jcJurSTWIDEOfficeSystems

Craft : Carpenter Effective Date : 07/28/2010 Last Posted : 07/28/2010

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Installers	\$16.00		\$5.47	\$1.00	\$0.08	\$0.00	\$0.00	\$0.00			\$22.55	\$30.55
Helper	\$9.50		\$5.47	\$0.00	\$0.08	\$0.00	\$0.00	\$0.00			\$15.05	\$19.80
Installer Trainee	Percent											
1st 6 months	59.40	\$9.50	\$5.47	\$0.00	\$0.08	\$0.00	\$0.00	\$0.00			\$15.05	\$19.81
2nd 6 Months	62.00	\$9.92	\$5.47	\$0.00	\$0.08	\$0.00	\$0.00	\$0.00			\$15.47	\$20.43
3rd 6 Months	65.00	\$10.40	\$5.47	\$0.00	\$0.08	\$0.00	\$0.00	\$0.00			\$15.95	\$21.15
4th 6 Months	67.95	\$10.87	\$5.47	\$0.79	\$0.08	\$0.00	\$0.00	\$0.00			\$17.21	\$22.65
5th 6 months	70.95	\$11.35	\$5.47	\$0.83	\$0.08	\$0.00	\$0.00	\$0.00			\$17.73	\$23.41
6th 6 Months	73.90	\$11.82	\$5.47	\$0.86	\$0.08	\$0.00	\$0.00	\$0.00			\$18.23	\$24.15
7th 6 Months	76.90	\$12.30	\$5.47	\$0.90	\$0.08	\$0.00	\$0.00	\$0.00			\$18.75	\$24.91
8th 6 Months	79.85	\$12.78	\$5.47	\$0.93	\$0.08	\$0.00	\$0.00	\$0.00			\$19.26	\$25.64
9th 6 months	82.80	\$13.25	\$5.47	\$1.00	\$0.08	\$0.00	\$0.00	\$0.00			\$19.80	\$26.42

Special Calculation Note : Helper H&W after 90 days probationary period

Ratio :
1 Installer to 1 Trainee or 1 Helper

Jurisdiction (* denotes special jurisdictional note) :
 ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT,

Special Jurisdictional Note :

Details :

Office systems is defined as modular systems with demountable units such as desks, partitions and shelving. All work in connection with the assembly, reconfiguration and repair of all work in the office system field.

INSTALLER: is defined as a qualified office systems mechanic capable of laying out, estimating and installing various office system manufactured products.

INSTALL TRAINEE: is defined as a person training in the estimating, layout and installation in all facets of the office systems industry. An installer trainee will work to assist an installer or lead installer in all installations. He is NOT permitted to work without the assistance of lead installer

INSTALL HELPER: is defined as a person who assists in the delivery, staging and clean up of related office system work. He is NOT to be involved with the installation or layout of work related to office systems.

Receiving, unloading, unpacking, & removal of rubbish shall be done by install helpers.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy A

Change # : LCN01-2015fbHvyHwy

Craft : Bricklayer Effective Date : 06/03/2015 Last Posted : 06/03/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Treatment A	\$28.49		\$7.45	\$4.75	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.10	\$55.35
Apprentice	Percent											
1st year	50.00	\$14.25	\$7.45	\$4.75	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.85	\$33.98
2nd year	70.00	\$19.94	\$7.45	\$4.75	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.55	\$42.52
3rd year	90.00	\$25.64	\$7.45	\$4.75	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.25	\$51.07

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :
 3 Journeymen to 1 Apprentice
 6 Journeymen to 2 Apprentice
 9 Journeymen to 3 Apprentice
 12 Journeymen to 4 Apprentice
 15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
 ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :
 (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.
 (B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Columbiana County: Knox Township only.

Mahoning County: Smith Township only.

Tuscarawas County: That portion North of Auburn, Clay, Rush and York Townships.

Wayne County: That portion south of Baughman, Chester, Green, Wayne and Wooster Townships.

The scope of work for the light commercial agreement shall apply to the following small medical clinics, stand-alone doctor and dentist offices with up to 600 amp service (not attached to a hospital), gas stations/convenience stores, fast food restaurants and franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurants facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless other wise covered under this agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) Lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures.

Details :

- * - Installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 feet.
- * - Fire Alarm work on all new construction sites or wherever the fire alarm system is installed in conduit.
- * - All HVAC control work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 High Tension Pipe Type Cable

Change # : LCN01-2015fbLoc7

Craft : Lineman Effective Date : 03/11/2015 Last Posted : 03/11/2015

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$39.19		\$5.00	\$1.18	\$0.39	\$0.00	\$8.62	\$0.30	\$0.00	\$0.00	\$54.68	\$74.28
Certified Lineman Welder	\$39.19		\$5.00	\$1.18	\$0.39	\$0.00	\$8.62	\$0.30	\$0.00	\$0.00	\$54.68	\$74.28
Certified Cable Splicer	\$39.19		\$5.00	\$1.18	\$0.39	\$0.00	\$8.62	\$0.30	\$0.00	\$0.00	\$54.68	\$74.28
Operator A	\$31.27		\$5.00	\$0.94	\$0.31	\$0.00	\$6.88	\$0.30	\$0.00	\$0.00	\$44.70	\$60.34
Operator B	\$28.31		\$5.00	\$0.85	\$0.28	\$0.00	\$6.23	\$0.30	\$0.00	\$0.00	\$40.97	\$55.13
Operator C	\$25.34		\$5.00	\$0.76	\$0.25	\$0.00	\$5.57	\$0.30	\$0.00	\$0.00	\$37.22	\$49.89
Groundman 0-12 months Exp	\$19.60		\$5.00	\$0.59	\$0.20	\$0.00	\$4.31	\$0.30	\$0.00	\$0.00	\$30.00	\$39.80
Groundman 0-12 months Exp w/CDL	\$21.55		\$5.00	\$0.65	\$0.22	\$0.00	\$4.74	\$0.30	\$0.00	\$0.00	\$32.46	\$43.24
Groundman 1 yr or more	\$21.55		\$5.00	\$0.65	\$0.22	\$0.00	\$4.74	\$0.30	\$0.00	\$0.00	\$32.46	\$43.24
Groundman 1 yr or more w/CDL	\$25.47		\$5.00	\$0.76	\$0.25	\$0.00	\$5.50	\$0.30	\$0.00	\$0.00	\$37.28	\$50.01
Equipment Mechanic A	\$31.27		\$5.00	\$0.94	\$0.31	\$0.00	\$6.88	\$0.30	\$0.00	\$0.00	\$44.70	\$60.34
Equipment Mechanic B	\$28.31		\$5.00	\$0.85	\$0.28	\$0.00	\$6.23	\$0.30	\$0.00	\$0.00	\$40.97	\$55.13
Equipment Mechanic C	\$25.34		\$5.00	\$0.76	\$0.25	\$0.00	\$5.57	\$0.30	\$0.00	\$0.00	\$37.22	\$49.89
X-Ray Technician	\$39.19		\$5.00	\$1.18	\$0.39	\$0.00	\$8.62	\$0.30	\$0.00	\$0.00	\$54.68	\$74.28
Apprentice	Percent											
1st 1000 hrs	60.00	\$23.51	\$5.00	\$0.71	\$0.24	\$0.00	\$5.17	\$0.30	\$0.00	\$0.00	\$34.93	\$46.69
2nd 1000 hrs	65.00	\$25.47	\$5.00	\$0.76	\$0.25	\$0.00	\$5.60	\$0.30	\$0.00	\$0.00	\$37.38	\$50.12
3rd 1000 hrs	70.00	\$27.43	\$5.00	\$0.82	\$0.27	\$0.00	\$6.03	\$0.30	\$0.00	\$0.00	\$39.85	\$53.57
4th 1000 hrs	75.00	\$29.39	\$5.00	\$0.88	\$0.29	\$0.00	\$6.47	\$0.30	\$0.00	\$0.00	\$42.33	\$57.03
5th 1000 hrs	80.00	\$31.35	\$5.00	\$0.94	\$0.31	\$0.00	\$6.90	\$0.30	\$0.00	\$0.00	\$44.80	\$60.48

6th 1000 hrs	85.00	\$33.31	\$5.00	\$1.00	\$0.33	\$0.00	\$7.33	\$0.30	\$0.00	\$0.00	\$47.27	\$63.93
7th 1000 hrs	90.00	\$35.27	\$5.00	\$1.06	\$0.35	\$0.00	\$7.76	\$0.30	\$0.00	\$0.00	\$49.74	\$67.38

Special Calculation Note : Other is Health Retirement Account

Operator "A"

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. \$0.30 is for Health Retirement Account.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Change # : LCN01-2015fbLoc7

Craft : Lineman Effective Date : 03/11/2015 Last Posted : 03/11/2015

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Electrical Lineman	\$37.17	\$5.00	\$1.12	\$0.37	\$0.00	\$8.18	\$0.30	\$0.00	\$0.00	\$52.14	\$70.72	
Substation Technician	\$37.17	\$5.00	\$1.12	\$0.37	\$0.00	\$8.18	\$0.30	\$0.00	\$0.00	\$52.14	\$70.72	
Cable Splicer	\$38.89	\$5.00	\$1.17	\$0.39	\$0.00	\$8.56	\$0.30	\$0.00	\$0.00	\$54.31	\$73.75	
Operator A	\$33.42	\$5.00	\$1.00	\$0.33	\$0.00	\$7.35	\$0.30	\$0.00	\$0.00	\$47.40	\$64.11	
Operator B	\$29.65	\$5.00	\$0.89	\$0.30	\$0.00	\$6.52	\$0.30	\$0.00	\$0.00	\$42.66	\$57.48	
Operator C	\$24.01	\$5.00	\$0.72	\$0.24	\$0.00	\$5.28	\$0.30	\$0.00	\$0.00	\$35.55	\$47.56	
Groundman 0-12 months Exp	\$18.59	\$5.00	\$0.56	\$0.19	\$0.00	\$4.09	\$0.30	\$0.00	\$0.00	\$28.73	\$38.02	
Groundman 0-12 months Exp w/CDL	\$20.44	\$5.00	\$0.61	\$0.20	\$0.00	\$4.50	\$0.30	\$0.00	\$0.00	\$31.05	\$41.27	
Groundman 1 yr or more	\$20.44	\$5.00	\$0.61	\$0.20	\$0.00	\$4.50	\$0.30	\$0.00	\$0.00	\$31.05	\$41.27	
Groundman 1 yr or more w/CDL	\$24.16	\$5.00	\$0.72	\$0.24	\$0.00	\$5.32	\$0.30	\$0.00	\$0.00	\$35.74	\$47.82	
Equipment Mechanic A	\$29.65	\$5.00	\$0.89	\$0.30	\$0.00	\$6.52	\$0.30	\$0.00	\$0.00	\$42.66	\$57.48	
Equipment Mechanic B	\$26.84	\$5.00	\$0.81	\$0.27	\$0.00	\$5.90	\$0.30	\$0.00	\$0.00	\$39.12	\$52.54	
Equipment Mechanic C	\$24.01	\$5.00	\$0.72	\$0.24	\$0.00	\$5.28	\$0.30	\$0.00	\$0.00	\$35.55	\$47.56	
Line Truck w/uuger	\$26.45	\$5.00	\$0.79	\$0.26	\$0.00	\$5.82	\$0.30	\$0.00	\$0.00	\$38.62	\$51.84	
Apprentice	Percent											
1st 1000 hrs	60.00	\$22.30	\$5.00	\$0.67	\$0.22	\$0.00	\$4.91	\$0.30	\$0.00	\$0.00	\$33.40	\$44.55
2nd 1000 hrs	65.00	\$24.16	\$5.00	\$0.72	\$0.24	\$0.00	\$5.32	\$0.30	\$0.00	\$0.00	\$35.74	\$47.82
3rd 1000 hrs	70.00	\$26.02	\$5.00	\$0.78	\$0.26	\$0.00	\$5.72	\$0.30	\$0.00	\$0.00	\$38.08	\$51.09
4th 1000 hrs	75.00	\$27.88	\$5.00	\$0.84	\$0.28	\$0.00	\$6.13	\$0.30	\$0.00	\$0.00	\$40.43	\$54.37
5th 1000 hrs	80.00	\$29.74	\$5.00	\$0.89	\$0.30	\$0.00	\$6.54	\$0.30	\$0.00	\$0.00	\$42.77	\$57.63

6th 1000 hrs	85.00	\$31.59	\$5.00	\$0.95	\$0.33	\$0.00	\$6.95	\$0.30	\$0.00	\$0.00	\$45.12	\$60.92
7th 1000 hrs	90.00	\$33.45	\$5.00	\$1.00	\$0.33	\$0.00	\$7.36	\$0.30	\$0.00	\$0.00	\$47.44	\$64.17

Special Calculation Note : Other is Health Retirement Account

Operator "A"

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note : 0.30 is for Health Retirement Account.

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside (North Central Ohio)

Change # : LCN01-2015fbLoc71CentralOhio

Craft : Lineman Effective Date : 03/11/2015 Last Posted : 03/11/2015

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$35.02		\$5.00	\$1.05	\$0.35	\$0.00	\$6.30	\$0.06	\$0.00	\$0.00	\$47.78	\$65.29
Traffic Signal & Lighting Journeyman	\$33.72		\$5.00	\$1.01	\$0.34	\$0.00	\$6.07	\$0.06	\$0.00	\$0.00	\$46.20	\$63.06
Equipment Operator	\$31.52		\$5.00	\$0.95	\$0.32	\$0.00	\$5.67	\$0.06	\$0.00	\$0.00	\$43.52	\$59.28
Groundman 0-12 months	\$19.26		\$5.00	\$0.58	\$0.19	\$0.00	\$3.47	\$0.06	\$0.00	\$0.00	\$28.56	\$38.19
Groundman 1 year plus	\$22.76		\$5.00	\$0.68	\$0.23	\$0.00	\$4.10	\$0.06	\$0.00	\$0.00	\$32.83	\$44.21
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Traffic Signal Apprentices												
1st 1,000 hours	\$20.23		\$5.00	\$0.61	\$0.20	\$0.00	\$3.64	\$0.06	\$0.00	\$0.00	\$29.74	\$39.86
2nd 1,000 hours	\$21.92		\$5.00	\$0.66	\$0.22	\$0.00	\$3.95	\$0.06	\$0.00	\$0.00	\$31.81	\$42.77
3rd 1,000 hours	\$23.60		\$5.00	\$0.71	\$0.24	\$0.00	\$4.25	\$0.06	\$0.00	\$0.00	\$33.86	\$45.66
4th 1,000 hours	\$25.29		\$5.00	\$0.76	\$0.25	\$0.00	\$4.55	\$0.06	\$0.00	\$0.00	\$35.91	\$48.56
5th 1,000 hours	\$26.98		\$5.00	\$0.81	\$0.27	\$0.00	\$4.86	\$0.06	\$0.00	\$0.00	\$37.98	\$51.47
6th 1,000 hours	\$30.35		\$5.00	\$0.91	\$0.30	\$0.00	\$5.46	\$0.06	\$0.00	\$0.00	\$42.08	\$57.26
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Apprentice Lineman	Percent											
1st 1,000 Hours	60.00	\$21.01	\$5.00	\$0.63	\$0.21	\$0.00	\$3.78	\$0.06	\$0.00	\$0.00	\$30.69	\$41.20
2nd 1,000 Hours	65.00	\$22.76	\$5.00	\$0.68	\$0.23	\$0.00	\$4.10	\$0.06	\$0.00	\$0.00	\$32.83	\$44.21
3rd 1,000 Hours	70.00	\$24.51	\$5.00	\$0.74	\$0.25	\$0.00	\$4.41	\$0.06	\$0.00	\$0.00	\$34.97	\$47.23
4th 1,000 Hours	75.00	\$26.26	\$5.00	\$0.79	\$0.26	\$0.00	\$4.73	\$0.06	\$0.00	\$0.00	\$37.11	\$50.24
5th 1,000 Hours	80.00	\$28.02	\$5.00	\$0.84	\$0.28	\$0.00	\$5.04	\$0.06	\$0.00	\$0.00	\$39.24	\$53.24
6th 1,000 Hours	85.00	\$29.77	\$5.00	\$0.89	\$0.30	\$0.00	\$5.36	\$0.06	\$0.00	\$0.00	\$41.38	\$56.26
7th 1,000 Hours	90.00	\$31.52	\$5.00	\$0.95	\$0.32	\$0.00	\$5.67	\$0.06	\$0.00	\$0.00	\$43.52	\$59.28
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Special Calculation Note : Other is National Electrical Benefit Fund (NEBF) and Safety & Education Fund.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON,
MEDINA, PORTAGE, STARK, SUMMIT, WAYNE

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeyman in the performance of his/her work on the ground, including the use of hand tools. A Groundman under no circumstances shall climb poles, towers, ladders, or work from an elevated platform or bucket truck.

No more than three (3) Groundmen shall work alone. Jobs with more than three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman, Journeyman Traffic Signal Technician or an Equipment Operator.

Scope of Work: installation and maintenance of highway and street lighting, highway and street sign lighting, electronic message boards and traffic control systems, camera systems, traffic signal work, substation and line construction including overhead and underground projects for private and industrial work as in accordance with the IBEW Constitution. This Agreement includes the operation of all tools and equipment necessary for the installation of the above projects.

members of the Laborers' International Union of North America."

Group 2

Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C)

***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3

Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4

Miner, Welder, Gunitite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.

The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Group 5
Watchman

Details :

****Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if required to have CDL**

Class 1 - Barrier Moving Machine; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types) Derricks (all types); Draglines Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators; hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use): Hydraulic Gantry (lift system); Laser Finishing Machines; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Mechanic and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms, Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all) used on caissons for foundations and sub-structure work; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Tug Boats. Horizontal Directional Drill, Rough Terrain Fork-lift with Winch/Hoist, Laser Screed, and Like equipment; Compact Cranes, track or rubber over 4,000 pound capacity, self-erecting cranes: stationary, track or truck (all configurations) bucket trench machines (over 24 " wide).

Class 2 - Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs. Bulldozers; CMI type Equipment; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Vermeer Type Concrete Saw; All rotomills, grinders & planers of all types. Articulating/end dumps (minus \$4.00/hour from Class 2 rate)

Class 3 - A Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or skid steer loader with or without attachments; Boilers (15 lbs pressure and over); All concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drillers - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled); Man lifts; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie Inserter/Remover; Rotator (Lime-Soil Stabilizer); Submersible Pumps (4 inches and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24 inches and under); Utility Operators; Material hoist/elevators.

Class 4 - Ballast Re-locator; Backfillers and Tampers; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Spreader; Conveyors, used for handling building materials; Concrete Mixers, one bag capacity (side loader); Concrete Mixers, capacity more than one bag; Crushers; Deck Hands; Drum Fireman (in Asphalt Plant); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators: Gunite Machines; Hydro-Seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2 inch discharge); Road Widening Trenchers; Rollers (except asphalt); All Concrete pumps (without Boom with 4 inch or smaller systems); Self-Propelled Power Spreaders; Concrete Spreaders; Self-Propelled Sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepfoot rollers or graders; VAC/ALLS; Vibratory Compactors, with integral power; Welder Operators.

Class 5 - Boilers (less than 15 lbs. pressure); Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen, Submersible Pumps (under 4 inch discharge). Directional Drill Locator and Allen Screed Concrete Paver. Fueling and greasing (plus \$3.00), compact cranes; track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Boom & Jib 150 - 180 feet

Class 8 - Boom & Jib 180 - 249 feet

Class 9 - Boom & Jib 250 - or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy II

Change # : LCN01-2015fbLoc18hevhwyl

Craft : Operating Engineer Effective Date : 05/20/2015 Last Posted : 05/20/2015

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class 1	\$33.34		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.59	\$64.26
Class 2	\$33.22		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.47	\$64.08
Class 3	\$32.18		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$46.43	\$62.52
Class 4	\$31.00		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$45.25	\$60.75
Class 5	\$25.54		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$39.79	\$52.56
Class 6	\$33.59		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.84	\$64.64
Class 7	\$33.59		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.84	\$64.64
Class 8	\$33.84		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.09	\$65.01
Great Lakes Floating Agreement												
Class 1	\$39.70		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$53.25	\$73.10
Class 2A	\$38.20		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$51.75	\$70.85
Class 2B	\$38.20		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$51.75	\$70.85
Class 3	\$34.00		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$47.55	\$64.55
Class 4	\$28.30		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$41.85	\$56.00
Apprentice	Percent											
1st Year	50.00	\$16.67	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$30.92	\$39.26
2nd Year	60.00	\$20.00	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$34.25	\$44.26
3rd Year	70.00	\$23.34	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$37.59	\$49.26
4th Year	80.00	\$26.67	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$40.92	\$54.26
Field Mech Trainee Class 2												
1st year	49.82	\$16.61	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$30.86	\$39.16
2nd year	59.78	\$19.93	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$34.18	\$44.15
3rd year	69.73	\$23.25	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$37.50	\$49.12
4th year	79.73	\$26.58	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$40.83	\$54.12

Special Calculation Note : Other: Education & Safety Fund is \$0.09 per hour.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company , there may be employed (1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII paragraph 65, will not be subject the apprenticeship ratios in this collective bargaining agreement. On jobs where maintenance engineers are to be employed, for every (2) Class 2 Mechanics there may be (1) Mechanic Trainee & so fourth. Mechanic Trainee rate is a percentage of Class 2 rate.

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA,

PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM,
 RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY,
 STARK, TUSCARAWAS, UNION, VAN WERT, VINTON,
 WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD,
 WYANDOT

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if they are required to have CDL.

Class 1 - Air Compressors on Steel Erection; Barrier Moving Machine; Boiler Operators, on Compressors or Generators, when mounted on a rig; Cableways, Combination Concrete mixers & Towers; Concrete Pumps; Concrete Plants (over 4 yd capacity); Cranes (all types, including Boom Trucks, Cherry Pickers); Derricks; Draglines, Dredgers (dipper, clam or suction); Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls, Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial - Type Tractors; Jet Engine Dryers (D8 or D9), Diesel Tractors; Locomotives (standard gage); Maintenance Operators (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Side Booms; Slip Form Pavers; Tower Dericks; Tree Shredders; Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Rough Terrain Fork-lift with Winch/Hoist; Compact Cranes, track rubber over 4,000 pound capacity, self-erecting cranes; stationary, track or truck (all configurations) Bucket trench machines (over 24 inches wide).

Class 2 - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or skid steer loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Endloaders; Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Maintenance Operators, Class B (Portage and Summit Counties only); Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Trench Machines (24inch wide and under); Vermeer Type Concrete saw. Material Transfer Equipment (Shuttle buggy) Asphalt; All rotomills,grinders and planers of all types. Horizontal Directional Drill (Over 50,000 ft.lbs.thrust and over)

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); Asphalt Plant Engineers; Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Rollers, asphalt; Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rotator (lime-soil Stabilizer), Switch & Tie Tampers (without lifting and aligning device); Locomotives (narrow gage); Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines; Material hoist/elevators. Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

Class 4 -Ballast Re-locator; Backfillers, Batch Plants; Bar and Joint Installing Machines; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yd and under); Conveyors (highway); Concrete Saws (multiple); Crushers; Deckhands; Farm type tractors, with attachments (highway), except masonry; Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway); Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers; Plant Mixers; Post Drivers; Post Hole Diggers (power auger); Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Tractors, pulling sheepsfoot rollers or graders; Steam Firemen; Vibratory Compactors, with integral power.

Class 5 - Compressors (portable, Sewer, Heavy and Highway); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters; Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen; Drum Fireman (in Asphalt Plant); Oil Heaters (Asphalt Plant); Tire Repairmen; VAC/ALLS; Fueling and greasing (plus \$3.00), compact cranes: track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Crane Boom 150 ft - 180 ft

Class 8 - Crane Boom over 180 ft .

GREAT LAKES FLOATING AGREEMENT:

Class 1 - Diver,Wet Tender, Engineer, (Hyd.Dredge), Craft Foreman (Master Mechanic)

Class 2A - Crane Backhoe Operator,Mechanic/Welder,Assistant Engineer (Hyd. Dredge), Leverman (Hyd Dredge) Diver Tender, Tug Operator (Tug 70T and over)

Class 2B - Friction Crane, Lattice Boom or any Crane Certification.

Class 3 - Deck Equipment Operator, (Machineryman), Maint. of Crane, Tug/Launch Operator, Loader/Dozer on Barge, Deck Machinery, Maintenance of Crane (over 50T capacity), or Backhoe (115,000lbs or more) Loaders/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock Scow.

Class4 - Deck Equipment Operator, (Machineryman/Fireman)(4 equipment Units or more), Deck Hand, Tug Engineer, Crane Maintenance, 50T and under/Backhoe 115,000lbs or less, Assistant Tug Operator, add off Road Truck.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 603

Change # : LCN01-2012fbLoc603Com.

Craft : Drywall Finisher Effective Date : 06/06/2012 Last Posted : 06/06/2012

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Drywall Finisher	\$20.10		\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$31.10	\$41.15
Drywall Taping	\$20.10		\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$31.10	\$41.15
Taping and Finishing with Automatic Tools	\$20.45		\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$31.45	\$41.67
Apprentice	Percent											
1st 6 months	40.00	\$8.04	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$19.04	\$23.06
2nd 6 months	50.00	\$10.05	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$21.05	\$26.08
3rd 6 months	60.00	\$12.06	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$23.06	\$29.09
4rd 6 months	70.00	\$14.07	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$25.07	\$32.11
5th 6 months	80.00	\$16.08	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$27.08	\$35.12
6th 6 months	90.00	\$18.09	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$29.09	\$38.14

Special Calculation Note : Apprentice pay based on percentage of above appropriate classification.

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :
 Journeymen and apprentices using coal tar, vinyl's, epoxies or any product using hot or special thinner, shall be paid an additional \$0.50 per hour for (class 3) and an additional \$.50 for (class 4) of each classification. This does not apply to water based epoxies.
 When concrete block is filled by spray application, Roller men shall be paid \$0.25 per hour in addition to the Brush and Roll rate.
 Drywall Finisher: both wipe down man and finisher, when using Journeyman's own stilts or automatic tools add .80 per hour worked to the classification above. Drywall Finishers: both wipe down man and taper/finisher, swing stage, ladder jack, or window jack add \$.30 per hour worked to the above classification.

Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces

Class A Workers: Less than 1 Year of Service.

Class B Workers: More than 1 and less than 8 Years of Service.

Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

Swing State Rate: All work on scaffold 4 sections or higher, including any boom lifts and swing stage scaffolds including the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work, ADD \$1.50 per hour.

processes of screen process work: tube bending and display work such as creating, building and finishing of all display matter and its related operations used for advertising purposes, including all lettering whether it be done by hand, mechanical or computer aided or by any other method or process pertaining to same: the construction, erection and maintenance of all billboards and all communication advertising.

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 88

Change # : LCN01-2015fbLoc88

Craft : Roofer Effective Date : 09/03/2015 Last Posted : 09/03/2015

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Roofer	\$24.80		\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$39.86	\$52.26
HELPERS												
1st year Helper - 500 1st 6 months	\$12.00		\$2.25	\$0.00	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$14.49	\$20.49
1st year Helper - 500 w/12 months	\$12.40		\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$27.46	\$33.66
2nd year Helper - w/12 months	\$13.89		\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$28.95	\$35.89
3rd year Helper - w/12 months	\$15.38		\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$30.44	\$38.13
4th year Helper - w/12 months	\$16.86		\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$31.92	\$40.35
5th year Helper - w/12 months	\$18.35		\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$33.41	\$42.58
6th year Helper	\$19.84		\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$34.90	\$44.82
Apprentice	Percent											
1st 6 months w/500 hrs	50.00	\$12.40	\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$27.46	\$33.66
2nd 6 months w/500 hrs	56.00	\$13.89	\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$28.95	\$35.89
3rd 6 months w/500 hrs	62.00	\$15.38	\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$30.44	\$38.12
4th 6 months w/500 hrs	68.00	\$16.86	\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$31.92	\$40.36
5th 6 months w/500 hrs	74.00	\$18.35	\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$33.41	\$42.59
6th 6 months w/500 hrs	80.00	\$19.84	\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$34.90	\$44.82

7th 6 months w/500 hrs	86.00	\$21.33	\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$36.39	\$47.05
8th 6 months w/500 hrs	92.00	\$22.82	\$8.21	\$6.61	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$37.88	\$49.28

Special Calculation Note : Roofers working in any form of coal tar pitch, whether hot or cold, installing and/or removing will be paid \$.25 more per hour. Other \$0.12 is for C.I.D.B.

Ratio :

No helper shall be used on any one job unless 1 Journeymen, and 1 Apprentices are working on said job .One (1) Journeymen to One (1) Apprentice to One (1) Helper

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, CARROLL, COSHOCTON, CRAWFORD, HOLMES, HURON, LORAIN*, MEDINA, PORTAGE, RICHLAND, SENECA, STARK, SUMMIT, TUSCARAWAS, WAYNE

Special Jurisdictional Note : In Lorain County (South of the Turnpike)

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 33 (Akron) Decking

Change # : CN01-2009Loc33(Akron)Deck

Craft : Sheet Metal Worker Effective Date : 09/24/2009 Last Posted : 09/24/2009

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker Decking & Siding	\$20.06		\$6.31	\$6.35	\$0.38	\$0.00	\$0.00	\$0.98			\$34.08	\$44.11
Decking & Siding Specialty Trainees	Percent											
1st 30 days	64.25	\$12.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$12.89	\$19.33
2nd thru 6th months	64.25	\$12.89	\$6.31	\$6.35	\$0.00	\$0.00	\$0.00	\$0.00			\$25.55	\$31.99
7th thru 12th months	64.28	\$12.89	\$6.31	\$6.35	\$0.38	\$0.00	\$0.00	\$0.98			\$26.91	\$33.36
2nd year	78.56	\$15.76	\$6.31	\$6.35	\$0.38	\$0.00	\$0.00	\$0.98			\$29.78	\$37.66

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :
3 Journeymen To 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHLAND, CARROLL, COSHOCTON, CRAWFORD, HOLMES, MEDINA, PORTAGE, RICHLAND, STARK, SUMMIT, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :
Work but not limited to:Exterior application of manufactured and/or job site fabricated metal decking, siding and exterior appurtenances thereto. The erection of pre-engineered metal buildings, pre-manufactured gas stations and appurtenances thereto. The installation of metal roofs and appurtenances. The erection and/or job site fabrication of draft or fire curtains and appurtenances thereto.

Prevailing Wage Rate Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Change # : LCN02-2015fbLoc669

Craft : Sprinkler Fitter Effective Date : 07/29/2015 Last Posted : 07/29/2015

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Sprinkler Fitter	\$33.83		\$8.52	\$5.90	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$53.42	\$70.34
Indentured prior to April 2010												
45%	\$16.92		\$7.45	\$0.00	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$25.07	\$33.53
50%	\$16.92		\$7.45	\$0.00	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$25.07	\$33.53
55%	\$18.61		\$8.52	\$5.90	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$33.73	\$43.04
60%	\$20.30		\$8.52	\$5.90	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$35.42	\$45.57
65%	\$21.99		\$8.52	\$5.90	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$41.58	\$52.57
70%	\$23.68		\$8.52	\$5.90	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$43.27	\$55.11
75%	\$25.37		\$8.52	\$5.90	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$44.96	\$57.65
80%	\$27.06		\$8.52	\$5.90	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$46.65	\$60.18
85%	\$28.76		\$8.52	\$5.90	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$48.35	\$62.73
90%	\$30.45		\$8.52	\$5.90	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$50.04	\$65.26
Apprentice Indentured on or after April 2010	Percent											
CLASS 1	45.00	\$15.22	\$7.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.12	\$30.74
CLASS 2	50.00	\$16.91	\$7.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.81	\$33.27
CLASS 3	55.00	\$18.61	\$8.52	\$5.90	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$33.73	\$43.03
CLASS 4	60.00	\$20.30	\$8.52	\$5.90	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$35.42	\$45.57
CLASS 5	65.00	\$21.99	\$8.52	\$5.90	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$37.36	\$48.35
CLASS 6	70.00	\$23.68	\$8.52	\$5.90	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$39.05	\$50.89
CLASS 7	75.00	\$25.37	\$8.52	\$5.90	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$40.74	\$53.43
CLASS 8	80.00	\$27.06	\$8.52	\$5.90	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$42.43	\$55.97
CLASS 9	85.00	\$28.76	\$8.52	\$5.90	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$44.13	\$58.50
CLASS 10	90.00	\$30.45	\$8.52	\$5.90	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$45.82	\$61.04

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :
1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
 ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA,

PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,
PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA,
SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS,
UNION, VAN WERT, VINTON, WARREN, WASHINGTON,
WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Sprinkler Fitter work shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems used in connection with sprinkler and alarm systems. Also all tanks and pumps connected thereto, also included shall be CO-2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems.

TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN,
WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

** Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

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