

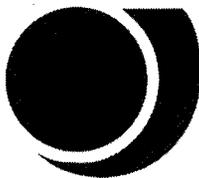
PROJECT MANUAL
CONSTRUCTION DOCUMENTS
FAÇADE RESTORATION

**TO YOUNGSTOWN CITY HALL ANNEX
FOR YOUNGSTOWN MUNICIPAL COURTS**

9 West Front Street
Youngstown, Ohio 44503

December 2015

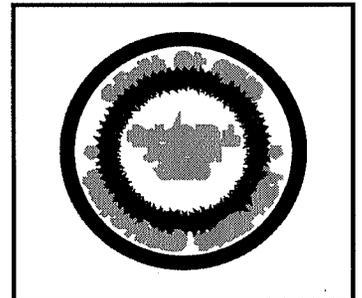
ARCHITECTS PROJECT NUMBER: 15-022



olsavsky
jaminet
ARCHITECTS, INC.

114 East Front Street, Suite 200
Youngstown, Ohio 44503

Bid Set No. _____



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ADVERTISEMENT FOR BIDS

The City of Youngstown is formally soliciting bids for:

FAÇADE RESTORATION TO YOUNGSTOWN CITY HALL ANNEX FOR YOUNGSTOWN MUNICIPAL COURTS

9 West Front Street
Youngstown, Ohio 44503

In the City of Youngstown, Mahoning County, Ohio, the Director of Finance will receive sealed bids for the above referenced project until 10:00 AM, Eastern Standard Time on **Tuesday, December 29, 2015** at the Office of the Director of Finance, Third Floor, City Hall, Youngstown, Ohio, and publicly opened and read aloud at Council Chambers, Sixth Floor, City Hall, Youngstown, Ohio, immediately thereafter for furnishing material and performing the labor for the execution of the above mentioned project.

Plans, specifications, and bidding forms are on file at the office of the CENTRAL PURCHASING, THIRD FLOOR, CITY HALL, where they may be obtained for a fee of Fifty (\$50.00) which is non-refundable.

The Board of Control reserves the right to reject any or all bids and to waive any informalities in bidding.

Prequalification of Contractors is required. Bidders may submit AIA Document A305-1986 Contractor's Qualification Statement to Olsavsky Jaminet Architects, Inc. at 114 East Front Street, Suite 200, Youngstown, Ohio 44503 or email at dabbatiello@olsjam.com prior to submission of bid. Prequalification form must be approved prior to award of the contract.

Each bidder will be required to complete and file with his/her bid, a Proposal Guaranty and Performance/Payment Bond (O.R.C. Section 153.571) contained in the contract documents, with a surety company executing the bond. The surety company must be listed on the Treasury Department's most current list (Circular 570 as amended), and must be authorized to transact business in the State of Ohio.

If the bid is accepted, the successful bidder shall enter into a contract with the City, and the Proposal Guaranty and Performance/Payment Bond shall provide the conditions in said bond, which include those as listed below:

A Bid Bond of (10%) of the total amount bid, as a guarantee that in the event the bid is accepted, and the contract awarded to the bidder, said Bond shall convert to a (100%) Performance/Payment Bond, assuring that the contractor will perform the work upon the terms proposed, within the time specified, in accordance with the plans and specifications; and conditioned for the payment by the contractor and all subcontractors for labor performed and materials furnished in connection with the Project.

Bids of corporations not chartered in Ohio must be accompanied by proper certification that the corporation is authorized to do business in Ohio.

The Bidders attention is also called to the conditions of construction, and the wage rates required to be paid under this contract. The successful Bidder is required to pay at least the pre-determined minimum wage rates as set forth in the contract documents.

This contract is subject to the provisions of the President's Executive Order 11246, to the City of Youngstown Ordinance numbers 547.21, 547.23, and 547.28, and the Governor's Executive Order of January 27, 1972.

A Bidder/Contractor will be deemed committed to the goals of the Youngstown Bid Conditions by submitting a properly signed bid. All bidders must fill in all of the blanks on the proposal forms in ink, or typewritten. The entire Contract Book must be submitted intact with the bid.

Each Bidder must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

FOR THE CONVENIENCE OF PROSPECTIVE BIDDERS, A PRE-BID CONFERENCE WILL BE HELD AT 10:00 AM, ON TUESDAY, DECEMBER 15, 2015 AT THE YOUNGSTOWN CITY HALL ANNEX AT 9 W FRONT STREET, YOUNGSTOWN, OHIO 44503.

No bids may be withdrawn after the scheduled closing time for receipt of bids for at least Sixty (60) days.

THE CITY OF YOUNGSTOWN
DAVID BOZANICH
DIRECTOR OF FINANCE

ADVERTISE:

December 7, 2015
December 14, 2015



SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

1. THE WORK

- A. The name of the proposed project is:

**FAÇADE RESTORATION
To Youngstown City Hall Annex
For Youngstown Municipal Courts**

And is located at:

9 West Front Street
Youngstown, Ohio 44503

2. SECURING DOCUMENTS

- A. Copies of the Contract Documents may be obtained from:

**City of Youngstown
CENTRAL PURCHASING, THIRD FLOOR, CITY HALL
26 South Phelps Street
Youngstown, Ohio 44503**

- B. A non-refundable \$50.00 deposit will be required for obtaining the Bid Documents.

3. PROPOSALS

- A. Proposals will be due no later than **10:00 AM (Eastern Standard Time), Tuesday, December 29, 2015, at the City of Youngstown, Office of the Director of Finance at Third Floor, City Hall, 26 South Phelps Street, Youngstown, Ohio 44503.** They will be read aloud at Council Chambers, 6th Floor, City Hall, 26 South Phelps Street, Youngstown, Ohio 44503.

- B. **A single combined proposal** will be received for the following prime contracts:

General Construction

- C. The Bidder may be rejected as non-responsive if the following required submittals are not included with the Form of Proposal:
- a. **Equal Employment Opportunity Certification** (Document **00 45 36**).
 - b. **Non-Collusion Affidavit** (Document **00 45 19**).
 - c. **Declaration of Interested Parties** (Document **00 45 47**).
 - d. **Bidder's Affidavit Personal Property Tax Delinquency** (Document **00 45 48**).
 - e. **Bid Guaranty and Contract Performance Bond** (Document **00 61 13**).
 - f. **Affidavit in Compliance with Section 3517.13 of Ohio Revised Code** (Document **00 45 50**).
 - g. **Drug-Free Workplace Certification** (Document **00 45 52**).

4. PROJECT BID REQUIREMENTS

- A. By submitting a Bid, the Bidder understands and agrees that the Contract Sum, based on its Bid and as amended by Change Orders, shall cover all amounts due from the Owner resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees.

- B. The Bidder agrees that he will make no claim for additional compensation or mitigation of Liquidated Damages for any interference, disruption, hindrance, or delay, and will accept as full satisfaction an extension of time which may be provided by the Owner. This provision is intended to be, and shall be construed to be, consistent with, and not in conflict with, Section 4113.62, Ohio Revised Code, to the fullest extent permitted.

5. CONTRACTOR PREQUALIFICATION

- A. Prequalification of Contractors is required. Unless stipulated by addendum or in the contract documents, subcontractors are not required to be prequalified, but must be approved prior to the commencement of work. An incomplete or pending application may cause rejection of a bid.
- B. For prequalification, Contractors are to submit AIA Document A305-1986 Contractor's Qualification Statement, included as Exhibit D.
- C. Prequalification must be approved prior to contract award.
- D. (INTENTIONALLY LEFT BLANK)
- E. (INTENTIONALLY LEFT BLANK)

6. EXAMINATION OF DOCUMENTS AND SITE OF WORK

- A. Before submitting a proposal, examine the Drawings and specifications for all divisions of Work, noting particularly all requirements which will affect the Bidder's Work in any way, and visit the site of the Work.
- B. Fully inform himself prior to bidding as to existing conditions and limitations under which the Work is to be performed, and include in his proposal a sum to cover the cost of all items necessary to perform the Work as set forth in the Contract Documents.
- C. Failure of a Bidder to be acquainted with the extent and nature of Work required to complete any applicable portion of the Work, in conformity with all requirements of the Project as a whole wherever set forth in the Contract Documents, will not be considered as a basis for additional compensation.
- D. Evaluate the Project site and related Project conditions where the Work will be performed, including without limitation the following:
 - 1. The condition, layout, and nature of the Project site and surrounding area.
 - 2. The availability and cost of labor.
 - 3. The availability and cost of materials, supplies, and equipment.
 - 4. The cost of temporary utilities required in the Bid.
 - 5. The cost of any permit or license required by authorities having jurisdiction over the Project.
 - 6. The generally prevailing climatic conditions.
 - 7. Conditions bearing upon transportation, disposal, handling, and storage of materials and equipment.

7. PROJECT SCHEDULING AND COORDINATION

- A. **General Contractor:** Responsible for scheduling the Project, coordinating the work, and providing other services identified in the Contract Documents.

- B. The Contractor agrees that the Work will be prosecuted in a reasonable, efficient and economical sequence, in cooperation with the other Contractors and in the order and time as provided in the Construction Schedule.
- C. The Contractor shall perform the Work so as not to interfere, disturb, hinder or delay the Work of subcontractors and material suppliers.
- D. The Contractor shall submit Weekly Certified Pay Rolls (CPR) to the City of Youngstown.
- E. Refer to Supplementary Conditions, Document **00 70 00**, for extensions to the Construction Time, and for applicable Liquidated Damages.

12. BID GUARANTY AND CONTRACT PERFORMANCE BOND

- A. Each proposal shall be accompanied by the **Bid Guaranty and Contract Performance Bond** (Document **00 61 13**) in conformance to Section 153.54, Divisions (A1) and (B) of the Ohio Revised Code. A copy of the form for the bond is bound herein.
- B. The Bid Guarantee shall serve as an assurance that the Bidder, upon acceptance of the bid, will comply with all conditions precedent for contract execution, and within the time specified in the Contract Documents.
- C. If the Bidder fails to enter into a Contract, and the Owner awards the Contract to the next lowest responsive and responsible Bidder, the Bidder who failed to enter into a contract shall be liable to the Owner for the difference such bid and the next lowest bid, or for a penal sum not to exceed ten (10) percent of the bid amount, whichever is less.
- D. If the Owner does not award the Contract to the next responsible Bidder but instead resubmits the Project for bidding, the Bidder failing to enter into the Contract shall be liable to the Owner for a penal sum not to exceed ten (10) percent of such Bidder's bid amount or the costs in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less.
- E. Bid Guaranties will be returned to all unsuccessful Bidders 90 days after the bid opening. If used, a certified check, cashier's check, or letter of credit will be returned to the successful Bidder upon providing the Bond specified herein.

13. PERFORMANCE BOND

- A. In the event that the alternative forms of bid guaranty are used in lieu of the Bid Guaranty Bond and Contract Performance Bond (described in previous paragraph), the successful bidder shall furnish a 100% Performance Bond in accordance to Section 153.54 to 153.571, ORC. The cost of the bond shall be borne by the contractor.
- B. The Bond shall be for the full amount of the Contract to indemnify the Owner against all direct and consequential damages suffered by failure of the Contractor to perform according to the provisions of the Contract and in accordance with the plans, details, specifications, and bills of material therefore, and to pay all lawful claims of Subcontractors, material suppliers, and workmen in carrying forward, performing, or completing the Contract.
- C. The Form of Performance Bond shall conform to the requirements of this State. The Surety Company shall be listed on the Federal Registry, and shall have an "A" rating or better as listed in Best's Guide.
- D. The Bond shall be supported by a Power of Attorney of the Agent signing for the Surety. The Bond shall be supported by a current and signed Certificate of Compliance of Authority required under Section 9.311, ORC, issued by the Department of Insurance, indicating that the Surety is licensed to do business in Ohio.

- E. If, any time after execution and approval of this contract and the performance bond required by the contract documents, the City of Youngstown shall deem any of the sureties upon such bond to be unsatisfactory, or if, for any reason, such bond shall cease to be adequate security for the City of Youngstown, the contractor shall, within ten (10) days after written notice of the City of Youngstown to do so, furnish a new or additional bond in form, sum and signed by such sureties as shall be satisfactory to the City of Youngstown. No further payment shall be deemed due nor shall any further payment be made to the contractor unless and until such new or additional bond shall be furnished and approved. The premium on such bonds shall be paid by the contractor.

14. FORM OF PROPOSAL

- A. Make bids upon the **Form of Proposal (Document 00 41 00)** provided, with all relevant blank spaces completed by ink or typewritten and not in pencil, and properly signed. Do not add words or change the wording of the Form of Proposal. Unauthorized conditions, or provisions attached to the proposal will be cause for rejection of the bid.
- B. Each bidder must submit a bid for each and every item of the proposal submitted, the amounts to be typed or printed clearly in words and in figures, and failure to do so will render his bid irregular and subject to rejection. Conditions, limitations or provisions attached by the bidder to the proposal may also cause its rejection. If a bidder enters a unit price of ZERO dollars for any bid item, then the bid will be considered unbalanced and will be withdrawn from consideration.
- C. When an alternate is listed on the bid form, fill in the applicable space with an increased or decreased amount, or indicate "No Change". The Owner reserves the right to accept or reject any or all alternate bids, in whole or in part, and in any order. Voluntary alternates will be prohibited from the basis of a contract award. Failure to make an entry or indicating "No Bid," or "N/A," or similar entry may cause the Bidder to be rejected only if that Alternate is selected.
- D. Proposals must be submitted on the prescribed form. Proposals shall not be removed from the Construction Documents Book. All applicable blank spaces must be printed in ink or typed. If pages are removed for typing, they should be properly replaced.
- E. Submit Proposals in entire Construction Documents Book, in sealed envelopes bearing on the outside, the name of the bidder, his address, the name of the project and number of the contract for which the bid is submitted. Bid deposits and Surety Bid Letters accompanying bids shall be sealed in the Bid Envelope.
- F. No Fax or telegraphic bid or modification of a proposal will be considered. No proposals received after the time fixed for receiving them will be considered.
- G. Before award is made to a bidder not a resident of the state of Ohio, such bidder shall designate a proper agent in the State of Ohio on whom service can be made in event of litigation.
- H. **Delivery of Bids:**
1. It is the sole responsibility of the Bidder to submit the bid to the Owner at the designated location prior to the time scheduled for bid opening.
 2. If the bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be clearly marked as containing a bid with the Project name, the Contract being bid upon, and the date of the bid opening shown on the envelope.
 3. No bid shall be considered if it arrives after the time set for the bid opening as determined by the agent of the Owner designated to open the bids.

15. BID OPENING

- A. Sealed bids will be received at the office designated in the Notice to Bidders until the time stated when all bids will be publicly opened, read aloud, and tabulated.

- B. The opening will be public and reading of bids is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted
16. WITHDRAWAL OF BIDS
- A. A bidder may withdraw his proposal at any time prior to the scheduled time for opening bids.
 - B. No bidder may withdraw his proposal for a period of **sixty (60) calendar days** after the date set for opening thereof, and proposals shall be subject to acceptance by the owner during this period.
 - C. However, within two (2) business days after the bid opening, a bidder may withdraw a bid from consideration (in writing to the Owner) if the bid amount was substantially lower than the amounts of other bids, providing the bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor or material made directly in the compilation of the bid amount.
 - D. If a bid is withdrawn under the above circumstances, the Owner may accept the next lowest responsible bid, or reject all bids, or re-bid the project again. The withdrawing Bidder, or Bid Bond Surety, shall pay all costs in connection with re-bidding including printing of new contract documents, advertising, mailing, etc.
 - E. Bidder may withdraw his bid at any time after 60 days without penalty upon written notice to the Owner.
17. AWARD OR REJECTION OF BIDS
- A. The Owner reserves the right to accept or reject any bid and to award the Contract to any remaining Bidder the Owner determines to be the lowest responsive and responsible Bidder. The Owner reserves the right to accept or reject any or all Alternates, in whole or in part, and the right to reject any Alternate or Alternates and to accept any remaining Alternate or Alternates. Alternates will be accepted in the order they appear in the Form of Proposal.
 - B. The total of the accepted Alternate Bid(s) will be added to the Base Bid for the purpose of determining the lowest Bidder.
 - C. The Owner reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure a minor irregularity or technical deficiency in a bid, provided the irregularity or deficiency does not affect the bid amount or otherwise give the Bidder a competitive advantage. Noncompliance with any requirement of the Contract Documents may cause a Bidder to be rejected.
 - D. The Architect shall obtain from the lowest Bidder, and such other Bidders as deemed to be appropriate, any information to the consideration of factors showing responsibility. Bidder may be rejected as not responsible for one of the following factors, without limitation:
 - 1. Whether the bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents, which would affect the amount of the Bid or otherwise give the Bidder a competitive advantage.
 - 2. Preferences required by Law.
 - 3. Experience of the Bidder.
 - 4. Financial condition of the Bidder, Certified financial statement and bank references.
 - 5. Conduct or performance of the Bidder on previous contracts.
 - 6. Facilities of the Bidder.
 - 7. Management Skills of the Bidder.
 - 8. Ability of Bidder to execute the Contract properly.
 - 9. Complete list of major Subcontractors, which the Bidder proposes to employ on the Project.
 - 10. Complete listing of any public or private construction projects for which the Bidder has been declared in default.

11. Bidder's bid is more than 25% below the median of all higher bids, subject to review of the bid by the Architect and the notification and subsequent approval of the Bidder's surety.
 - E. **Rejection of Lowest Bid:** If the Owner determines that the lowest Bidder is not responsible, the Owner may reject the Bidder and notify the Bidder in writing by certified mail indicating the finding and reasons for the finding. The Owner may reject all Bids for one or more bid packages, prior to, during or after evaluation of Bidders, and may advertise for other Bids, using the original estimate or an amended estimate, for such time, in such form that the Owner may determine in accordance with Applicable Law.
 - F. **Notice of Intent to Award:** The Owner shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for execution of the Contract Form, within the time specified, the Bidder will be awarded the Contract.
18. BID EVALUATION CRITERIA
- A. Pursuant to Resolution Number 01-16, the Board of Control of the City of Youngstown will consider the following factors when making a determination as to whether a bid is submitted by the lowest and best bidder who is responsible in City public improvement contracts:
 1. Whether the bidder's work force is drawn mainly from area residents;
 2. Experience and continuity of the bidder's work force;
 3. Whether the bidder participates in an apprenticeship or training program, and the time length of the bidder's participation therein;
 4. The bidder's financial condition;
 5. The bidder's resources;
 6. The number of years the bidder has been in the construction business;
 7. Bidder's familiarity with the project;
 8. Bidder's record on similar construction projects;
 9. Bidder's conduct, past performance, and work on past City Contracts;
 10. Bidder's compliance with completion deadlines;
 11. Whether bidder generally experiences cost overruns, or change orders, and the reason for the overrun or change order;
 12. Bidder's bonding record;
 13. Bidder's compliance with unemployment and worker's compensation laws;
 14. Bidder's compliance with federal and state prevailing wage laws;
 15. Bidder's compliance with the Fair Labor Standards Act; and
 16. Bidder's compliance with fringe benefit contribution requirements, as applicable.
 - B. No single factor set forth above shall be controlling in determining whether a bid is or is not the best most responsible bid. The bidder must also satisfy any other conditions, certification requirements and other provisions as set forth in the project specifications and contract documents.
19. EXECUTION OF AGREEMENT
- A. The form of Agreement, which the successful bidder will be required to execute, is **attached as Exhibit A** and incorporated herein.
 - B. The bidder to whom the Contract is awarded shall within seven (7) calendar days after notice of award and receipt of Agreement forms from the Architect/Owner, sign and deliver designated copies to the Architect/Owner.
 - C. At or prior to delivery of the signed Agreement, the bidder to whom the Contract is awarded shall deliver to the Architect/Owner the Performance Bond and Certificates of Insurance required by the Contract Documents.

- D. The Owner shall approve the Bond and Certificates of Insurance before the successful bidder may proceed with the Work.

20. GIVING NOTICE

- A. Whenever any provision of the Contract Documents requires the giving of notice, such notice shall be deemed to have been validly given if delivered personally to the individual or to a member of the entity for whom the notice is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address of such individual or entity known to the giver of the notice.
- B. Any notice required to be given by the Contract Documents shall be effective if provided by facsimile transmission, but such notice shall not be considered official until the original signed document is delivered in person or by registered or certified mail.
- C. Withdrawal of a bid by facsimile transmission will be ineffective unless an original signed document is received by the Owner by registered or certified mail within two (2) days of receipt of the facsimile transmission.

21. PROJECT COMPLETION

- A. All bidders shall comply with Resolution 78-98 passed in city Council of Youngstown, Ohio dated July 13, 1978, whereas Bid Proposals contain additional language other than as now provided by the Youngstown Home Rule Charter and ordinances.
- B. Section 1 of this Ordinance reads as follows: That all bid proposals from the City of Youngstown provide language wherein a contractor, as the successful bidder on a project, shall not be awarded a second contract based on a low bid until adequate performance is guaranteed by the bidder so that the project is completed on a date certain, and further that no project shall be neglected in favor of another project subject to a successful bid, and further that, in addition to the bid bonds as presently required by the Home Rule Charter and bid proposals, a liquidated damage clause be included to protect the City for any delay caused by a contractor in the responsibility to perform in a good workmanlike manner on any project for which he has been the successful bidder.

22. WARRANTY

- A. Unless otherwise noted, all work shall be warranted for a period of **one year** as defined and described in **Paragraph 3.5** of the General Conditions.
- B. This provision is not intended to limit the guarantees of other materials or workmanship, which are specified to be for longer periods of time, and as described in the individual specification sections.

23. DISPUTES

- A. Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's Department of Public Works. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Deputy Director of Public Works. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Deputy Director of Public Works shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B. Performance during dispute: Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

24. NON-DISCRIMINATION CLAUSE (AFFIRMATIVE ACTION)

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, or national origin. The bidder is required to complete and include with his proposal, the **E.E.O. Certification Clause**, Document **00 45 36**.
- B. Such action shall include, but not be 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 by the Contractor Officer setting forth the provisions of this non-discrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contract, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

25. DRUG-FREE WORKPLACE

- A. Provide evidence of enrollment in good standing in the Ohio Bureau of Workers' Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or an equivalent OBWC-approved DFWP in accordance with ORC Sections 153.03 through 153.031, inclusive, including placement of its employees in a pool with a random drug testing rate of at least 5%.

26. EQUAL EMPLOYMENT OPPORTUNITY / MFBE PARTICIPATION

- A. Attached as Exhibit B and incorporated herein.

27. SALES TAX

- A. Material purchased for use or consumption in connection with the work will be exempt from State of Ohio Sales Tax as provided for in the Ohio Revised Code and State of Ohio Use Tax. The owner will furnish tax exemption certificates upon request.

28. CITY OF YOUNGSTOWN INCOME TAX:

- A. The Contractor shall be responsible for deducting City of Youngstown income taxes from the salaries, wages and other compensation of all employees hired by him to perform the duties covered by this contract. The Contractor shall also be responsible for filing the reports and making payment to the Director of Finance of the City of Youngstown, Ohio, such income taxes withheld, in accordance with the City of Youngstown Income Tax Rules and Regulations.
- B. The Contractor shall submit to the City of Youngstown, Ohio, his records, for auditing purposes, upon the request of the Director of Finance of the City of Youngstown, Ohio, and the Contractor shall be responsible for paying the City Income Tax based on the portion attributable to Youngstown of the net profits earned from sales made, work done or services performed or rendered under this contract, whether or not the Contractor has an office or place of business in Youngstown.
- C. The Contractor shall comply with all other applicable provisions of the City of Youngstown Income Tax Ordinance and Rules and Regulations issued thereunder.
- D. The Director of Finance is hereby authorized to withhold payment of any amount due under the terms of this contract until the applicable provision of the City Income Tax Ordinance and Rules and Regulations issued thereunder have been properly complied with.

29. WAGE RATES

- A. The Contractor shall not engage in any conduct defined as unfair employment practice in Section 39.3 of the Revised Ordinance of the City of Youngstown 1952 (formerly Section 3 of Ordinance No. 51948) and the Contractor shall insert a similar provision in all of his subcontracts.
- B. Insofar as possible, local labor shall be employed on this work.
- C. Prevailing Wage Rate Requirements: Attached as Exhibit C and incorporated herein.

30. NOTICE OF COMMENCEMENT

- A. The Owner shall prepare a **Notice of Commencement** identifying the Owner, the Project, the Project number, the name, address and trade of all Contractors, the date of execution of the Contracts, and the name and address of the Surety for each Contractor,
- B. The Notice of Commencement shall be made readily available to the public upon request.

END OF SECTION 00 21 13

SECTION 00 41 00 - FORM OF PROPOSAL

INSTRUCTIONS

1. The wording of this Proposal shall be retained throughout, without change, alterations, or addition. Any change in the wording may cause the Proposal to be rejected.
2. The Form of Proposal shall be accompanied by:
 - a. Equal Employment Opportunity Certification (Document **00 45 36**).
 - b. Non-Collusion Affidavit (Document **00 45 19**).
 - c. Declaration of Interested Parties (Document **00 45 47**).
 - d. Bidder's Affidavit Personal Property Tax Delinquency (Document **00 45 48**).
 - e. Bid Guaranty and Contract Performance Bond (Document **00 61 13**).
 - f. Affidavit in Compliance with Section 3517.13 of Ohio Revised Code (Document **00 45 50**).
 - g. Drug-Free Workplace Certification (Document **00 45 52**).
3. All forms shall be properly completed. Non-compliance with the above submittals may be cause for rejection of this proposal.

PROPOSAL

Date: _____

To: The City of Youngstown
26 South Phelps Street
Youngstown, Ohio 44503

Having read the specifications and examined the drawings entitled:

FAÇADE RESTORATION
To Youngstown City Hall Annex
For Youngstown Municipal Courts
9 West Front Street, Youngstown, Ohio 44503

Prepared by Olsavsky Laminat Architects, Inc. 114 East Front Street, Inc. Suite 200, Youngstown, Ohio 44503, for the construction of said project in Mahoning County, Ohio, and having also received, read and taken into account Addendum Numbers:

- ADDENDUM NO. _____ DATED _____ RECEIVED _____ (Date)
- ADDENDUM NO. _____ DATED _____ RECEIVED _____ (Date)
- ADDENDUM NO. _____ DATED _____ RECEIVED _____ (Date)
- ADDENDUM NO. _____ DATED _____ RECEIVED _____ (Date)

and likewise having inspected the site of and the conditions affecting and governing the construction of said project, the undersigned hereby proposes to furnish all material and to perform all labor, as specified and described in the Specifications and as shown in the Contract Drawings, for the following sums.

GENERAL CONTRACT - BASE BID

UNIT PRICES: Include the subtotal of Unit Price extensions in the Base Bid below. Unit prices shall be used solely for the purpose of determining the adjustment to the Contract Sum for differences between the estimated quantities on the Bid Form and the actual quantities provided. Unit prices shall include all costs to provide, install and/or repair work item including but not limited to, labor, material, equipment, supervision, overhead, profits, etc.

Description	Estimated Quantity	Unit Price	/	Unit of Measure	Extension
Stone Tuck-Pointing	19,000 LF	\$ _____	/	LF	\$ _____
Stone Patching	200 SF	\$ _____	/	SF	\$ _____
Stone Replacement (Entrance)	2 EA	\$ _____	/	EA	\$ _____
Stone Replacement (East Parapet)	15 EA	\$ _____	/	EA	\$ _____
Stone Resetting (Miscellaneous Locations)	10 EA	\$ _____	/	EA	\$ _____
Brick Tuck-Pointing (West & South Elevations)	500 SF	\$ _____	/	SF	\$ _____
Brick Tuck-Pointing (Penthouses)	720 SF	\$ _____	/	SF	\$ _____
Brick Tuck-Pointing (Light Wells)	1,350 SF	\$ _____	/	SF	\$ _____
Brick Tuck-Pointing (Interior Parapet Elevation)	800 SF	\$ _____	/	SF	\$ _____
Brick Rebuild (Penthouses)	40 SF	\$ _____	/	SF	\$ _____
Brick Crack Repair (Penthouses)	100 LF	\$ _____	/	LF	\$ _____
SUBTOTAL OF UNIT PRICE EXTENSIONS					\$ _____

LUMP SUM PRICES: Include the subtotal of Lump Sum Price extensions in the Base Bid below. Lump Sum Prices shall include all costs to provide, install and/or repair work item including but not limited to, labor, material, equipment, supervision, overhead, profits, etc.

Description	Extension
General Conditions	\$ _____
Mobilization	\$ _____
Stone Replacement (Balustrade Banisters)	\$ _____
Stone Resetting (East Elevation Parapet)	\$ _____
Install Sealant at Coping Skyward Joints (Remove existing, tuck-point with raked profile and install backer rod and sealant)	\$ _____
Install Sealant at Window Heads (Install sealant in fillet profile above projected stone heads)	\$ _____
Install Sealant at Window Sill-to-Jamb joints (Install sealant in fillet profile)	\$ _____
Remove & Replace Lintel (Includes installation of flashing)	\$ _____
Clean & Paint Steel Beam (Includes installation of flashing)	\$ _____
SUBTOTAL OF LUMP SUM PRICES	\$ _____

GENERAL CONTRACT BASE BID – FAÇADE RESTORATION

(Including Subtotal of Unit Price Extensions and Lump Sum Prices above and any required Allowances):

ALL LABOR AND MATERIALS, for the sum of.....\$ _____

Sum in words: _____

ALTERNATES: Include the subtotal of Alternate Bid Items below. Alternate Prices shall include all costs to provide, install and/or repair work item including but no limited to, labor, material, equipment, supervision, overhead, profits, etc. If selected alternates shall not extended schedule.

ALTERNATE G-1: STONE REPLACEMENT – QUARTER ROUND STONE BELOW GREEK KEY

Description	Estimated Quantity	Unit Price	/	Unit of Measure	Extension
Stone Replacement (Quarter Round Greek Key)	66 EA	\$ _____	/	EA	\$ _____

If Alternate is accepted, add to Base Bid \$ _____

Sum in words: _____

ALTERNATE G-2: APPLICATION OF CONSOLIDATION TREATMENT

Description	Estimated Quantity	Unit Price	/	Unit of Measure	Extension
Apply Consolidation Treatment	9,400 SF	\$ _____	/	SF	\$ _____

If Alternate is accepted, add to Base Bid \$ _____

Sum in words: _____

ALTERNATE G-3: REBUILD BRICK MASONRY WALL AT SOUTH EAST CORNER WING WALL ADJACENT TO THE STAIR (LUMP SUM PRICE)

If Alternate is accepted, add to Base Bid \$ _____

Sum in words: _____

Note "A" - TIME OF COMPLETION

- a) It is understood and agreed that all work shall be completed within **one hundred twenty (120) calendar days** following authorization to proceed with the work, unless an extension of time is granted by the Owner.
- b) Upon failure to have all work completed within the period of time above mentioned, the Contractor shall forfeit and pay, or cause to be paid, to the Sponsor Agency for and as **liquidated damages** to be deducted from any payment due or to become due to the said Contractor, the sum noted in **Document 00 70 00**.

Note "B" - EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

- a) The Pre-Bid Conditions are predicated in the Governor's Executive Order of January 27, 1972, and Final Order of November 30, 1973, relating to Equal Employment Opportunity in the State of Ohio.
- b) A responsible bidder must sign the certification clause (Document **00 45 06**) provided herein. Each Contractor must fully comply with the State's Equal Employment in the Construction Industry rules set forth in Chapters 123:2-3 through 123:2-9, CAC.
- c) A Contractor may also comply by securing approval of its own Affirmative Action plan from the State E.E.O. Coordinator **prior to the opening of bids**. The A.A.P. must respond to Part IV, Section 401-C of the Governor's Executive Order. If submitting **previously approved A.A.P. for this project**, please indicate so on the certification form enclosed.

FOR INFORMATION USE ONLY
NOT FOR BIDDING
CONTACT CITY OF YOUNGSTOWN
PURCHASING DEPARTMENT AT
(330) 742-8729

BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. The Bidder has visited the project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. The Bidder acknowledges that all Work shall be completed in the Contract Time, and that each applicable portion of the Work shall be completed upon the respective Milestones, unless an extension of time is granted in accordance with the Contract Documents.
5. The Bidder understands that the award of separate contracts for the Project will require sequential, coordinated, and interrelated operations which may involve interference, disruption, hindrance, or delay in the progress of the Work. The Bidder agrees that the Contract Sum, as amended from time to time, shall cover all amounts due resulting from interference, disruption, hindrance, or delay caused by or between Subcontractors or their agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the Owner and that the Subcontractor's sole remedy from the Owner for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.
6. During the performance of the Contract, the Bidder agrees to comply with Ohio Administrative Code ("OAC") Chapters 123:2-3 through 123:2-9 and agree to incorporate the monthly reporting provisions of OAC Section 123:2-9-01 into all subcontracts on the Project, regardless of tier. The Bidder understands the State's Equal Opportunity Coordinator or the Contracting Authority may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program, and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 thru 123:2-9.
7. The Bidder agrees to enter into and execute the Contract with the Owner if awarded on the basis of this bid, and if the Bidder does not execute a Contract for any reason, other than authorized by Law or per Instructions to Bidders, the Owner may enforce the provisions of the Bid Bond stated in Instructions to Bidders.
8. The Bidder certifies that upon the execution of the contact form, the Contractor shall be enrolled in good standing in the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace Program (DFWP) or an equivalent BWC approved DFWP in accordance with but not limited to Ohio Administrative Code Chapter 4123-17 and Executive Order 2002-13T. The Contractor acknowledges the responsibility to require all Subcontractors to be enrolled in good standing in the BWC DFWP or Drug-Free EZ program for small employers (DF-EZ) or an equivalent BWC approved DFWP.
9. The bidder hereby agrees to honor this proposal for a period of **sixty (60) days** from the date hereon.

BIDDER AFFIRMATION AND DISCLOSURE

1. Bidder acknowledges that by signing the Bid Form on the Bidder Signature and Information page, that it affirms, understands, and will abide by the requirements of Executive Order 2011-12K. If awarded a Contract, the Bidder will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under this Contract outside of the United States.
2. The Bidder shall provide the locations where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of its Bid may cause the Bidder to be deemed non-responsive and no further consideration will be given to its Bid. If the Bidder will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.
 - a. Principal business location of Contractor:
 - b. Location where services will be performed by Contractor:
3. Each Bid shall contain the name of every person interested therein. If the Bidder is a corporation, partnership, sole proprietorship, or limited liability corporation, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form.

BIDDER SIGNATURE AND INFORMATION

BIDDER'S NAME (PRINT): _____

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: (____) _____ Facsimile Number (____) _____

Where Incorporated: _____ Type of Business (circle one):

Corporation Partnership Sole Proprietorship Limited Liability Corporation

Federal ID Number: _____

Contact person for Contract processing: _____

PREQUALIFIED: _____ **YES** _____ **NO**

PARTNERSHIP OR JOINT VENTURE

BIDDER'S NAME (PRINT): _____

Authorized Signature: _____

Title: _____

Name of Firms: _____

Mailing Address: _____

Telephone Number: (____) _____ Facsimile Number (____) _____

Where Incorporated: _____ Type of Business (circle one):

Corporation Partnership Limited Liability Corporation

Federal ID Number: _____

Contact person for
Contract processing: _____

END OF SECTION 00 41 00

FOR INFORMATION USE ONLY
NOT FOR BIDDING
CONTACT CITY OF YOUNGSTOWN
PURCHASING DEPARTMENT AT
(330) 742-8729

SECTION 00 43 25 - SUBSTITUTION REQUEST FORM

FAÇADE RESTORATION
To Youngstown City Hall Annex
For Youngstown Municipal Courts
9 West Front Street, Youngstown, Ohio 44503

This Form shall be used to request consideration for any proposed substitution of a specified item **prior** to bidding in accordance with the **Instructions to Bidders** and Section **01 25 00**. This Form shall be accompanied by edited information necessary for a complete evaluation, including drawings, performance and test data, and other relevant information.

Project: _____

We hereby submit for your consideration the following product in lieu of the specified item for the above project:

Specified Item: _____ Section _____ Paragraph _____

Proposed Substitution: _____

Fill in blanks below. Provide additional sheets if necessary.

1. Does the substitution affect dimensions shown on drawings?

2. Will the undersigned pay for changes to building design, including engineering and detailing costs that may be caused by this substitution?

3. What effect does substitution have on other trades?

4. What are the differences between proposed substitution and the specified item?

5. Is the Manufacturer's guarantee of proposed substitution equal to that of original specified item affected? Please explain.

The undersigned states that the function, appearance, and quality are equivalent or superior to the specified item.

Submitted by: _____

Firm: _____

Telephone: _____ Facsimile: _____

END OF SECTION 00 43 25

SECTION 00 45 19 - NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of the Proposal)

STATE OF)
) SS
COUNTY OF)

**FAÇADE RESTORATION
To Youngstown City Hall Annex
For Youngstown Municipal Courts
9 West Front Street, Youngstown, Ohio 44503**

(Principal's Name)

Being first duly sworn, deposes and says that he is _____ (Title) the party making the proposal that such proposal is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation that such proposal is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead, profit, or cost element of such bid price, of any other bidder or to secure any advantage against _____;

that all statements contained in such proposal are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company association, organization, public official or employee, or to any other individual except to such person or persons as have a partnership, or other financial interest with said bidder in his general business.

CONTRACTOR

Signed _____

Title _____

NOTARY PUBLIC

Subscribed and sworn to before me

On this ____ day of _____, 20__.

END OF SECTION 00 45 19

SECTION 00 45 36 - E.E.O. CERTIFICATION CLAUSE

**FAÇADE RESTORATION
To Youngstown City Hall Annex
For Youngstown Municipal Courts
9 West Front Street, Youngstown, Ohio 44503**

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 three copies of newsletters and annual reports which include the policy.

All affirmative action programs, whether the Contractor or Subcontractor adopts the state affirmative action program or develops the Contractor's or Subcontractor's own affirmative action program, must include the separate utilization work hour goal of 6.9 percent for women. The goals must be applied as the proportion of women work hours to the Contractor's or Subcontractor's total workforce hours, for all jobs, during the performance of the state contract.

_____ hereby complies with
Name of Contractor

the State's Equal Employment Opportunity in the Construction Industry rules set forth in Chapters 123:2-3 through 123:2-9, OAC.

_____ agrees to comply with all
Name of Contractor

applicable requirements of the State EEO Bid Conditions and to incorporate this Certification in all subcontracts on this project regardless of tier.

DATE _____

SIGNATURE OF CONTRACTOR
OR AUTHORIZED REPRESENTATIVE

_____ SUBMITTED OWN A.A.P.

END OF SECTION 00 45 36

SECTION 00 45 48 - BIDDER'S AFFIDAVIT PERSONAL PROPERTY TAX DELINQUENCY

FAÇADE RESTORATION
To Youngstown City Hall Annex
For Youngstown Municipal Courts
9 West Front Street, Youngstown, Ohio 44503

STATE OF)
) SS
COUNTY OF)

- A. The undersigned hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for _____ County, Ohio, at the time of the bid opening for the above referenced project.
- 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 _____ County, Ohio, at the time of the bid opening for the above referenced project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon, is:

Delinquent Tax: \$ _____

Penalties and interest due and unpaid: \$ _____

Total (if none, indicate "NONE"): \$ _____

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

Name of Company

By: _____

Date: _____

SWORN to and SUBSCRIBED before me this _____ day of _____, 20__, in and for
_____ County, State of _____

My Commission expires: _____

Notary Public

END OF SECTION 00 45 48

SECTION 00 45 50 – AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF OHIO REVISED CODE

STATE OF)
) SS
COUNTY OF)

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a contract _____
(Name of Entity) (Type of Product or Service)

to be lead by the City of Youngstown who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity.

1. That none of the following has individually make contribution within twenty four months from the date of the contract and that, if awarded a contract for the purchase of goods or services cost aggregate in excess of \$10,000.00, none of the following individually will make, beginning on he date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions singly in excess of \$1,000.00 or in combination in excess of \$2,000.00 to the office holder(s) having ultimate responsibility for awarding the contract:
 - a. myself
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have collectively made since January 1, 2007, and that, if awarded a contract for the purchase of goods or services cost aggregate in excess of \$ 10,000.00/ none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, individually contribute more than \$1,000.00 and none of the persons or organizations listed shall in combination contribute more than \$2,000.00 to the office holder who had ultimate authority to award this contract:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature: _____

Title: _____

Sworn to before me and subscribed in my presence this

_____ day of _____, 20_____.

Notary Public _____

My Commission Expires: _____

END OF DOCUMENT

SECTION 00 45 52 - DRUG-FREE WORKPLACE CERTIFICATION

FAÇADE RESTORATION
To Youngstown City Hall Annex
For Youngstown Municipal Courts
9 West Front Street, Youngstown, Ohio 44503

Contractor Name: _____

The above referenced Contractor hereby certifies that it is enrolled and in good standing in the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace Program (DFWP) or an equivalent BWC approved DFWP in accordance with the requirements of Revised Code Section 153.03-153.031, including the placement of its employees in a pool with a random drug testing rate of at least 5%.

Authorized Contractor Signature

Date

Name / Title (Print or Type)

END OF SECTION 00 45 52

SECTION 00 61 13 - BID GUARANTY AND CONTRACT PERFORMANCE BOND

PRINCIPAL AND SURETY: COMPLETE AND SIGN THIS FORM - SUBMIT WITH BID
IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PROPOSAL GUARANTY-PERFORMANCE/PAYMENT BOND

(OHIO REVISED CODE, SECTION 153.571)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

(Name and Address of Principal)

as principal and _____
(Name and Address of Surety)

_____ as surety are hereby held and firmly bound unto the City of Youngstown, Ohio, obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ to
(Date)

undertake the project known as _____

(Project Name)

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of

Dollars (\$_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____.

PRINCIPAL AND SURETY: COMPLETE AND SIGN THIS FORM - SUBMIT WITH BID

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for _____

(Above-referenced Project)

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of materials; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid or the costs, in connection with the resubmission of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal (within ten (10) days after the awarding of the contract) enters into a proper contract in accordance with the bid plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein.

IF THE SAID PRINCIPAL shall well and faithfully perform each and every condition of such contract and indemnify the obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein, then this obligation shall be void; otherwise, the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID SURETY hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any way affect the obligations of said Surety on this Bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

PRINCIPAL AND SURETY: COMPLETE AND SIGN THIS FORM - SUBMIT WITH BID

SIGNED AND SEALED, this _____ day of _____, 20_____.

FILL IN AND SIGN PRIOR TO BIDDING:

ATTEST:

PRINCIPAL

BY:

TITLE:

SURETY

(Surety Company)

(Street)

(City) (State) (Zip Code)

(Agency Name)

(Street)

(City) (State) (Zip Code)

(Attorney-in-fact)

ATTEST:

(ATTACH POWER OF ATTORNEY)

END OF SECTION 00 61 13

SECTION 00 70 00 - GENERAL AND SUPPLEMENTARY CONDITIONS

FAÇADE RESTORATION To Youngstown City Hall Annex For Youngstown Municipal Courts 9 West Front Street, Youngstown, Ohio 44503

1. GENERAL CONDITIONS
 - A. **AIA Document A201-2007 "General Conditions of the Contract for Construction"**, shall be included as part of the Contract Documents for this Work. A copy of this AIA Document is on file at the office of the Architect for review by all bidders and contractors.
2. SUPPLEMENTARY CONDITIONS
 - A. The following items modify, change, delete from, or add to the "General Conditions of the Contract for Construction". Unaltered provisions shall remain in effect.
3. ARTICLE 1: GENERAL PROVISIONS
 - A. Add to **Article 1.1:**
 - 1.1.1 In the last sentence, omit "**Instructions to Bidders**". This document shall be included as part of the Contract Documents.
 - B. Add to **Article 1.1.2:** Include the following In the Contract:
 - 1) **Drug Free Workplace Program:** During the Contract Time, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation "Drug Free Workplace Program" or a comparable program approved by the OBWC that meets the requirements specified in O.R.C. Section 153.03. The Contractor's DFWP shall include placement of its employees in a pool with a random drug testing rate of at least 5%. If the Contractor provides Subcontractors that provide labor on the Site, the Subcontractors shall be enrolled in and in good standing in the OBWC DFWP or an OBWC-approved DFWP.
 - 2) **EDGE Participation and Reporting:** Not applicable. Refer to Exhibit B for MFBE participation.
 - 3) **Affirmative Action:** The Contractor shall comply with the State's Equal Employment Opportunity in the Construction Industry rules set forth in Ohio Administrative Code, Chapters 123:2-3 through 123:2-9.
 - 4) **Use of Domestic Steel:** The Contractor shall supply domestically produced steel products used for load bearing structural purposes as required by O.R.C. Section 153.011. The Owner reserves the right to reject any item or material provided or installed by the Contractor in violation of this requirement.
 - C. Paragraphs **1.1.5 and 1.1.6: Drawings and Specifications:** Include the following:
 - 1) The reference standards referred to in the Contract Documents shall be the edition in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated.

- 2) The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.
- 3) The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
- 4) The Contractor shall provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably inferable to produce the intended results.
- 5) The Drawings govern dimensions, details and locations of the Work. The Drawings shall not be scaled. The Specifications govern quality of materials and workmanship.
- 6) Figure dimensions shall supersede scale measurements. Large-scale details shall take precedence over smaller. All measurements shall be verified at the site.
 - a. The Contractor shall be responsible for properly laying out work. Contractors shall verify figures shown on the Drawings before laying out the work, and report errors or inaccuracies, in writing, to the Architect before commencing work.
 - b. The Contractor will become thoroughly familiar with the building existing conditions prior to beginning Shop Drawings, materials purchases and work in the field.
- 7) In the event of inconsistencies within or between the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work, and shall comply with the stricter requirement.
- 8) The Contractor shall maintain in good order at the Site one (1) copy of all Drawings, Specifications, Addenda, approved Shop Drawings, catalog data, manufacturer operating and maintenance instructions, certificates, Warranties from manufacturers, lists of approved Material Suppliers and Subcontractors, Change Orders, Requests for Information and responses thereto and other modifications, including As-Built Drawings.
- 9) The Contractor shall keep an accurate record of all approved changes made to the Drawings to show Work as actually performed where such Work varies from Work as originally shown on the Contract Documents, including the exact location and depth of underground utility lines.
- 10) During the performance of the Work, the Contractor shall record all changes to the Drawings, neatly in a contrasting color, noting new information not shown on the original Drawings. Failure to record all changes may cause payment to be withheld or delayed by the Owner. Drawing shall be marked 'Record Drawing' and be delivered to the Architect at the project's conclusion.

4. ARTICLE 3: CONTRACTOR

A. Add the following to Paragraph **3.5 Warranty**:

- 3.5.2** Unless otherwise extended in the specifications, all Work and materials shall be warranted for a period of at least **one year** from the date of final acceptance.
- 3.5.3** If defective Work becomes apparent within the warranty periods specified, the Owner shall notify the Contractor in writing.

- 3.5.4 Within 10 days of receipt of this notice, the Contractor shall visit the site to determine the extent of the defective Work. If an emergency, the Contractor shall visit the site within one day.
- 3.5.5 The Contractor shall promptly repair or replace the defective Work, including all adjacent work damaged as a result of the defective Work, or as a result of remedying the Work.
- 3.5.6 If the Contractor does not promptly repair or replace the defective Work, the Owner may perform the Work and charge the cost thereof to the Contractor or the Contractor's Surety.
- 3.5.7 Work, which is repaired or replaced by the Contractor, shall be guaranteed by the Contractor for one year from the date of Owner's acceptance of the corrective Work.

B. Add to Paragraph 3.6 Taxes:

- 3.6.2 Only those materials that ultimately become a part of the completed structure or improvement which constitutes the Project shall be exempt from State sales tax and State use tax. The purchase, lease or rental of material, equipment, parts or expendable items such as form lumber, tools, oils, greases and fuels, which are used in connection with the Work, are subject to the application of State of Ohio sales tax and use taxes.

C. Add to end of Subparagraph 3.7.1: **Permits and Notices:**

- 1) **General Building Permit:** The Architect will secure the general building permit for the Owner. The Contractor will pay for the Permit.
- 2) **Inspections:** Inspections of installed work shall be performed by the governing authority as arranged for by the installing Contractor. Do not cover Work until approved.
- 3) **Other Permits and Fees:** Each subcontractor shall secure and pay for other permits, trade permits, governmental fees, tap-in fees, inspections, and licenses necessary for the proper execution and completion of his Work, including, but not necessarily limited to, hauling permits, occupancy permits, Board of Health permits, etc., which are applicable at the time the bids are also received.
- 4) **Notices and Compliance:** Each Contractor: Give notices and comply with laws, ordinances, rules, regulations, and orders of public authorities bearing on the performance of his Work. If a Contractor observes that the Contract Documents are at variance therewith, promptly notify the Architect in writing, and necessary changes shall be adjusted by appropriate notification. If a Contractor performs Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Architect, he shall assume full responsibility and bear the costs attributable thereto.

D. Add the following Subparagraph to Paragraph 3.9:

- 3.9.4 The **superintendent** shall not be changed, except with the consent of the architect for good cause, or if he ceases to be in the contractors employ. Notify architect in writing within 7 days of proposed termination and proposed replacement.

E. Delete Paragraph 3.15 and substitute the following:

- 3.15 Periodic and final clean-up of the project shall be in accordance to the provisions outlined in Section 01 70 00.

5. ARTICLE 8: TIME

A. Amend article **8.3 Extension of Time** to reflect the following:

- 1) The Bidder agrees that the bid amount shall cover all expenses resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees.
- 2) If the Contractor is delayed at any time in the progress of the Work by any of the following causes, the Contract time shall be extended for such reasonable time, for which the Architect determines in consultation with the Owner, has been caused by:
 - a. Delay due to suspension of the Work for which the Contractor is not responsible.
 - b. Inclement weather conditions not normally prevailing in the particular season (see paragraph below).
 - c. Labor dispute.
 - d. Fire or flood.
 - e. Neglect, delay or fault of any Contractor having a Contract for adjoining or contiguous Work.
 - f. By any unforeseeable cause beyond the control and without fault or negligence of the Contractor.
- 3) Delays caused by weather or seasonal conditions should be anticipated and will be considered as the basis for an extension of time **only when the actual workdays lost exceeds the number of work days lost** per this schedule:

<u>Month</u>	<u>Work Days</u>
December thru April	-0-
May, June, September	5 each
July, August	4 each
October, November	6 each

- 4) A lost workday shall be defined as:
 - a. Time lost up to 4 hours equals 1/2 workday.
 - b. Time lost more than 4 hours equals 1 full workday.
- 5) Any extension of time granted shall be the sole remedy, which may be provided by the Owner. In no event shall the Contractor be entitled to additional compensation or mitigation of Liquidated Damages for any delay listed in paragraph "3)", including, without limitation, costs of acceleration, consequential damages, loss of efficiency, loss of productivity, lost opportunity costs, impact damages, lost profits or other similar remuneration.
- 6) Any request by the Contractor for an extension of time shall be made in writing to the Architect no more than ten (10) days after the initial occurrence of the condition in which the Contractor considers to be a reasonable cause.
- 7) The Architect will evaluate the facts and extent of the delay and recommend a specific number of days for the extension to the Owner (which may be a number other than that requested by the Contractor).
- 8) The contract completion time, if approved by the Owner, will be extended by Change Order.

B. **Working Hours:** Add the following to **Article 8:**

- 1) This Project will be scheduled to operate on a 5 day/40 hour per week basis. Working hours are 7:30 a.m. to 4:30 p.m. Trade Contractors employing trades in the work who work other than a 5 day - forty hour work week, must provide for coordination of their work at no additional cost to the Owner. Work performed by the Contractor at his own volition outside such customary work hours shall be at no additional expense to the other trade contractors, or Owner.
- 2) Contractor agrees noise-generating work may be subject to a time restriction. The time restriction shall be determined by the Owner.
- 3) If the Contractor cannot cause his work to progress in such a fashion that no delays will occur to the Project Milestones, the Contractor shall work excess hours beyond the normal hours indicated above at his own expense.
- 4) Work beyond normal hours must be performed per and with the approval of the owner.

6. ARTICLE 9: PAYMENTS AND COMPLETION

A. Add the following to Paragraph 9.3:

9.3.4 In applying for payments, the Contractor shall submit to the Architect four (4) copies of the **Standard AIA Document G-702 and G-703**, 1992 Edition, entitled Application and Certificate for Payment. These forms can be obtained from the American Institute of Architects at www.aia.org.

9.3.5 Labor and materials installed into the building or materials delivered on the site shall be paid for at a rate of **ninety-two percent (92%)** of the estimates for partial payment as prepared by the Contractor and approved by the Architect. Retainage shall be released in accordance to other Paragraphs in this Article.

B. **Liquidated Damages:** Add paragraph 9.11:

- 1) It is mutually agreed by and between the parties hereto that time is of the essence and that upon failure to have all Work completed within the period of time specified, the Owner will be damaged thereby, and because it is difficult to definitely ascertain and prove the amount of said damages, the Owner shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the amounts set forth in the following table for each and every calendar day thereafter until Contract Completion.

LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars per Day</u>
\$1.00 to \$50,000.00	\$150.00
\$50,000.01 to \$150,000.00	\$250.00
\$150,000.01 to \$500,000.00	\$500.00
\$500,000.01 to \$2,000,000.00	\$1,000.00
\$2,000,000.01 to \$5,000,000.00	\$2,000.00
\$5,000,000.01 to \$10,000,000.00	\$2,500.00
\$10,000,000.01 or more	\$3,000.00

- 2) The Owner's right to recover Liquidated Damages shall not substitute for any right of recovery for additional costs incurred should the Contractor fail to complete the Contract according to the Contract Documents.

7. ARTICLE 11: INSURANCE AND BONDS

A. Amend **Article 11** to reflect the following:

- 1) The Contractor shall purchase and maintain such liability and other insurance as will protect the Contractor from claims described below which may arise out of or result from the Contractor's performance or obligations under the Contract Documents, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible.
 - a. Claims under workers' compensation, occupational sickness or disease, disability benefit, and other similar employee benefit acts.
 - b. Claims for damages because of bodily injury, disease, illness, death or personal injury, and other claims usually covered by bodily injury liability insurance.
 - c. Claims for damages because of injury to or destruction of property and other claims usually covered by property damage liability insurance.
- 2) Before commencing work under this contract, **Contractor** must furnish to the Owner and Architect satisfactory evidence in the form of certificates as issued by the carrying companies, in triplicate, evidencing coverage in the name of the Contractor, in companies licensed in the state of Ohio, and containing an A.M. Best's financial rating of not less than A VIII, and including the following minimum requirements:
 - a. **Commercial General Liability (CGL):** With \$1,000,000 per occurrence and \$2,000,000 general aggregate. Include:
 1. Completed Operations-Products Liability coverage with \$2,000,000 aggregate.
 2. Classification "Contractors/Subcontractors Work (CLM Code #91585)".
 3. XCU Coverage as a covered exposure.
 4. Aggregate-Per-Project-Endorsement (CG 2503).
 5. \$100,000 "stop-gap" Employers Liability.
 6. \$1,000,000 Personal and Advertising Injury Limit.
 7. \$100,000 Fire Legal Liability Limit.
 8. \$10,000 Medical Payments.
 - b. **Automobile Liability (AL):** With combined single limit of \$1,000,000 and including coverage for Non-owned Auto and Hired Car coverage and symbol 1 liability coverage.
 - c. **Umbrella Excess Liability:** With limit of \$5,000,000 excess of CGL, AL, and Employees Liability policies. (Umbrella Form rather than straight excess coverage form).
 - d. **Owner's Protective Liability (OCP):** Purchased by the General Contractor for the entire project with limits of \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
 - e. **Workers' Compensation Coverage** as required by the laws of the State in which Contractors and/or separate Contractors and/or Subcontractors operations are located.
 - f. Contractor's Direct Property Damage Liability Insurance shall contain an endorsement to include coverage for damage to:

1. Collapse or injury to structure of \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 per occurrence.
2. Damage to underground structures or conduits of \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 per occurrence.

g. **Installation Floater:**

1. The General Contractor shall effect and maintain **Installation Floater** Insurance. The **Owner** will extend their present insurance coverage to include Special Causes of Loss Form with a deductible of \$1,000 per occurrence, payable by the Contractor, including coverage on an open perils basis insuring against the direct physical loss of or damage to covered property including, without limitation, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, glass breakage, flood collapse, water damage, and hot and cold testing.
 2. It shall also include debris removal, and/or demolition occasioned by enforcement of any applicable legal requirement, costs of expediting repairs or replacement of damaged property, and expenses to limit further loss.
 3. Policy shall cover all Work in the course of construction including false work, temporary buildings and structures, and construction materials stored on or off the site, or while in transit.
 4. The policy shall be issued for the total construction contract amount, including all landscaping, paving, and site Work. Policy shall include all subsequent "add" change orders, including coverage for theft of building materials, on or off premises. Limits shall be protected with an "**inflation guard endorsement**".
 5. Coverage must include provision to pay the reasonable costs of expediting temporary and/or permanent repairs to, or permanent replacement of, damaged property, including overtime wages and the extra cost of express means for rapidly transporting materials and supplies necessary to such repair or replacement.
 6. Coverage must "soft cost endorsement" to include, without limitation, the reasonable extra costs of the Architect and reasonable contractor extension on acceleration costs.
 7. Policy shall protect the Owner from loss and provide coverage for materials in transit or stored off-site and identified for the Project.
 8. The Policy shall specifically permit and allow for Partial Occupancy by the Owner prior to Final Acceptance of the Project, and coverage shall remain in effect until all punch list items are completed.
 9. The contract of insurance shall be written in the name of the owner and all contractors and shall insure as their interests may appear and shall remain in effect until final acceptance by the owner.
- 3) All required insurance shall be "occurrence type" unless otherwise approved by Owner, and shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects.
 - 4) All Contractor Liability Insurance Policies shall be endorsed to provide primary, non-contributing coverage as respects any insurance maintained by the Owner.

- 5) Certificate of Insurance shall evidence the Owner as an additional insured, and must contain Additional Insured Endorsement CG2010 or its equivalent.
- 6) The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of contract execution until final completion. Failure to maintain the required insurance during the time specified shall be cause for termination of Contract. Certificates of coverage submitted must carry the provision that policy will not be terminated without thirty (30) days notice to the Owner.
- 7) In the event of special hazards such as explosion, collapse, and underground hazards, under this contract, certificate must show coverage extended for such operations.
- 8) The Contractor shall furnish the Owner with a certified copy of any insurance or additional insured endorsement required to be purchased or maintained by the Contract Documents. In no event shall any failure to demand a certified copy of any required insurance or insured endorsement be construed as a waiver of the obligation of the Contractor to obtain or maintain the insurance required by the Contract Documents.
- 9) The prompt repair or reconstruction of the Work as a result of an insured loss or damage shall be the Contractors responsibility and shall be accomplished at no extra cost to the Owner.
- 10) **Contractor** shall require of any respective subcontractors that similar evidence of subcontractor's insurance be submitted to him, before subcontractor's work may be commenced.
- 11) Nothing contained above shall release the contractor, or any subcontractor, from their responsibility to protect themselves against loss by any other peril than those referred above, and no claims for extra money by the contractor for any uninsured loss or damage, shall be recognized by the Owner.
- 12) Loss, if any, is to be paid to the owners and the Contractor or subcontractors, in proportion as their interests may appear as stipulated in the contract for recovery damage.
- 13) The Owner and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Article or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary.
- 14) The Owner reserves the right to increase or decrease the limits of insurance coverage as the owner deems appropriate.

8. ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

A. Add to **paragraph 12.2.1** the following provisions for correction of **Architects punch list** items:

- 1) Within **30 days** of receipt of the Architect's punch list, the Contractor shall complete and correct all items so listed.
- 2) If the Contractor fails to complete or correct the work within 30 days, and upon the Owner's written notice within 3 days, the Owner may invoke one of the following measures:
 - a. Employ additional workmen and/or suppliers to complete the work, or:
 - b. Terminate the Contract and complete the work by others, or allow the Surety to complete the work.
- 3) If the payments due the Contractor are not sufficient to cover the incurred costs, the Contractor and the Contractor's Surety shall pay the insufficiency to the Owner.

- 4) The Contractor agrees that the Owner, and Architect will have the authority to reject Work which does not conform to the contract. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract.
- 5) The Contractor shall take necessary precautions to properly protect all the Work from damage caused by operations of this Contract. Furthermore, as this Contractor removes, alters, destroys or defaces the property of the Owner in the performance of the Work, this Contractor shall promptly repair or replace the affected property or work to the satisfaction of the Architect and/or Owner.
- 6) If the Contractor damages the property or work of any subcontractor, or by failure to perform the Work with due diligence, delays, interferes with, hinders, or disrupts the services of any subcontractor who suffers additional expense and damage as a result, the said Contractor is responsible for that damage, injury, or expense.
- 7) The Contractor hereby warrants and represents that any and all portions of the Work of his Contract shall in all instances comply with federal, state and local laws and ordinances including but not limited to any and all applicable building codes.
- 8) Any and all safety programs shall be developed by the Contractor.
- 9) The Contractor shall report an injury to an employee or agent of the Contractor that occurred at the site to the Architect and/or within three (3) days thereof. The Contractor agrees to indemnify, protect, defend, release, and save the Architect, Owner, and their respective officers, agents, employees, servants, and/or subcontractors harmless from and against any and all actions, lawsuits, claims, costs, expenses, fees, including reasonable attorney fees, loss, damage, or liability of any kind or nature, when such liability results from or is on account of any safety program or the failure of the Subcontractor or any of its officers, agents, employees, servants and/or sub-subcontractors to comply with any safety program, regardless of whether such liability is resulting from or relating to any act or omission of or presence of the Architect or any of its officers, agents, employees, servants and/or sub-subcontractors and regardless of whether the safety program was reviewed and approved.
- 10) If a special inspection, testing, or approval reveals Defective Work, the Contractor shall pay all associated costs and will not be entitled to any related adjustment of the contract time. Those costs may include, but are not limited to:
 - a. the cost of the special inspection, testing, or approval.
 - b. the cost of additional special inspections, testing, or approvals to evaluate remedial Work.
 - c. the cost of correcting the Defective Work.
 - d. all related Owner-incurred fees and charges of contractors, engineers, architects, attorneys, and other professionals.
- 11) The Contractor warrants to the Owner, Architect, that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to the Contract Documents, including substitutions or revisions not specifically and properly approved and authorized in writing by either the Architect, Owner shall be considered Defective Work.
- 12) If the Contractor covers Work contrary to the requirements of the Contract Documents or contrary to the written request of the Owner or the Architect, the Contractor shall, if the Architect requests in writing, uncover that Work for observation, correct it if not in conformity with the Contract Documents, and recover it at the Contractor's expense and without adjustment of the Contract Time.

- 13) If the Contractor covers Work in accordance with the Contract Documents and not contrary to a request from the Architect for an opportunity to observe the Work prior to covering, the Contractor shall, if the Architect requests in writing, uncover that Work.
 - a. If the uncovered Work is Defective Work, the Contractor shall pay the costs of uncovering, correcting, and recovering the Work and shall not be entitled to an adjustment of the Contract Time.
 - b. If the uncovered Work is not Defective Work and the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of the uncovering and recovering of the Work, the Contractor may request an adjustment to the Subcontract by giving written notice.
- 14) If the Contractor provides Defective Work or fails or neglects to perform the Work in accordance with the Construction Progress Schedule, the Architect may issue a written notice to the Contractor and the Contractor's Surety directing the Contractor to correct the Defective Work or to recover schedule deficiencies. Unless otherwise specified in that written notice, the Contractor shall begin to correct the Defective Work and recover the schedule deficiencies within no more than 3 days after receiving the written notice ("24-Hour Notice").
- 15) If any of the Work, which is the subject of this Contract, is found to be Defective Work within one (1) year after the date of substantial completion of the entire Work or within such later period of time as may be prescribed by law, the Contract Documents or the terms of any applicable special guaranty or warranty required by the Contract Documents, then the Contractor, at no cost or expense to the Owner, shall promptly correct such Work after receipt of a written notice from Architect, the Owner to do so. The foregoing obligations shall survive final acceptance and payment of the Work under the Contract, and the termination or completion of the Contract.
- 16) None of the following will constitute (1) acceptance of Defective Work, (2) a release of the Contractor's obligation to perform the Work in accordance with the Contract, or (3) a waiver of any rights set forth in the Subcontract or otherwise provided by Applicable Law:
 - a. Observations or inspections by the Owner or the Architect.
 - b. The making of any payment.
 - c. Final Acceptance or the issuance of a Partial or Final Certification of Contract Completion.
 - d. Owner's use or occupancy of the Work or any part of it.
 - e. Any review or approval of a submittal.
 - f. Any inspection, test, or approval by other Person.
 - g. Any correction of Defective Work by the Owner.

9. ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

A. **Termination for Cause:** Amend Paragraph 14.2 to reflect the following:

- 1) If the Owner determines, upon the recommendation of the Architect that the Contractor has failed to prosecute the Work with the necessary work force, or in a timely manner, or has refused to remedy any defective Work, or has otherwise failed to comply with the requirements of the Contract Documents, the Owner shall notify the Contractor and the Contractor's Surety of such failure or refusal. The Contractor shall begin to cure such failure or refusal within (5) five days of receipt of notice.
- 2) If the Contractor fails to cure such failure or refusal within (20) twenty days of receipt of the notice, the Owner may terminate the Contract and employ upon the Work the additional work force, or supply the materials, or such part as is appropriate, and may remove defective Work.

- 3) If the Contractor is so terminated, the Contractor's Surety shall have the option to perform the Contract. If the Surety does not commence performance of the Contract within (10) ten days of the date on which the Contract was terminated, the Owner may complete the Work by such means as it deems appropriate. The Owner may take possession of and use all materials, facilities, and equipment at the Project Site, or stored off-site, for which the Contractor has been paid.
- 4) If the Contractor is so terminated, the Contractor shall not be entitled to any further payment. If the Owner completes the Work and if the cost of completing the Work exceeds the balance of the Contract price, including compensation for all direct and consequential damages incurred by the Owner as a result of the termination, such excess shall be paid by the Contractor or the Contractor's Surety.
- 5) If the Contractor's Surety performs the Work, the provisions of the Contract Documents shall govern the Surety's performance, with the Surety being substituted for the Contractor in all such provisions including, without limitation, provisions for payment for the Work and provisions about the right of the Owner to complete the Work.

B. Suspension of the Work: Amend Paragraph 14.3 to reflect the following:

- 1) The Owner may order the Contractor in writing to suspend, delay, or interrupt the performance of the Work in whole or in part for such a period of time as the Owner may determine. The Owner shall provide notice to the Contractor's Surety of any suspension ordered pursuant to this Article.
- 2) In case of such suspension, delay, or interruption, an extension of time will be allowed as provided in the Contract Documents, but no payment will be made to the Contractor for any expense or damages resulting therefrom. This provision is intended to be, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted by law.
- 3) The Contractor, upon receipt of the notice of suspension, delay, or interruption, shall cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize costs with respect thereto. The Contractor, through the Architect, shall furnish a report to the Owner within (5) five days of the notice of suspension describing the status of the Work, including without limitation, results accomplished, conclusions resulting therefrom, and such other information as the Owner may require.
- 4) In the event of this suspension, delay, or interruption, the Contractor shall be entitled to payment of compensation due under the Contract Documents, upon submission of a proper application for payment for the Work performed prior to receipt of the notice of suspension, delay, or interruption, which shall be payable based upon the Contract Cost Breakdown.

C. Termination for Convenience: Amend Paragraph 14.4 to reflect the following:

- 1) The Owner may, upon recommendation of the Architect at any time upon **(20) twenty days written notice** to the Contractor, terminate the Contract in whole or in part for the Owner's convenience and without cause.
- 2) Upon receipt of the notice of termination, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties:
 - a. Cease operation as specified in the notice of termination.
 - b. Place no further orders and enter into no further subcontracts for materials, labor, services, or facilities except as necessary to complete continued portions of the Project.
 - c. Terminate all subcontracts and orders to the extent they relate to the Work terminated.
 - d. Proceed to complete all Work not terminated.

- e. Take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.
- 3) Upon such termination, the Contractor shall be paid in accordance with the Contract Cost Breakdown for Work completed, including amount retained, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.
- a. All materials, equipment, facilities, and supplies at the Project site, or stored off-site, for which the Contractor has been compensated, shall become the property of the Owner.
 - b. The Contractor shall be entitled to a fair and reasonable profit for all work performed. In no event shall the Contractor's compensation exceed the total Contract price.
 - c. Any dispute as to the sum then payable to the Contractor shall be resolved in accordance with the provisions of the General Conditions.

D. Contractor Bankruptcy: Amend article 14 to reflect the following:

- 1) If the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed for all or a substantial part of the Contractor's business or property, the Owner shall serve written notice on the Contractor and the Contractor's Surety stating that any failure of the Contractor to provide adequate assurances of continued performance will be considered a rejection of the Contract, which shall result in termination of the Contract for cause. Such termination of the Contract need not be evidenced by an order of any court rejecting the Contract.

E. Waiver of Remedies for any Breach:

- 1) In the event that the Owner elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the Owner shall not limit the Owner's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

END OF SECTION 00 70 00

SECTION 01 11 00 - SUMMARY

PART 1 GENERAL

1.1 SUMMARY OF WORK

A. **Section includes:**

1. General description of Contract work.
2. Coordination requirements.
3. Work by Owner.
4. Utility Responsibilities.
5. Partial Owner Occupancy.
6. Project Security.

B. **Architect:** Olsavsky Jaminet Inc. Architects, 114 East Front Street, Suite 200, Youngstown, Ohio 44503.

C. **Independent Testing Agency:** Hired and paid for by the Owner, will provide field and laboratory testing services for the Project.

D. **Contract Documents:** The Drawings and Specifications as furnished for each of the Contracts is for the convenience of the Contractor in preparing a proposal for this Project. However, each Contractor is responsible to review the complete set of Drawings and Specifications to assure that Work required to complete his phase of the Work is included in his proposal.

E. **Summary of the Work:** This Summary is an aid to each Contractor and defines the General Scope of Work to be included in his proposal, and is **not all-inclusive**. Omissions from this Summary do not relieve the Contractor from including in his proposal that Work which will be required to complete his Contract. Each Contractor should become thoroughly acquainted with the Work required of other Contractors.

F. **General Scope:** Provide all labor, materials, equipment, tools, supplies, services, and perform all things necessary to complete all work in accordance with the Project Specifications, Drawings, and related documents to complete the intended scope without limitation as may be implied by the general description. Work is to be completed to the owners' satisfaction utilizing the best construction practices, either meeting or exceeding industry standards for quality workmanship.

G. **Applicable Laws:** The parties to the Contract shall comply with Applicable Law. Other rights and responsibilities of the Contractor, the Architect, and the Owner are set forth throughout the Contract Documents and are included under different titles, articles and paragraphs for convenience.

H. **Non-Discrimination:**

1. In the hiring of employees for the performance of Work, including without limitation Work to be performed by a Subcontractor, no Contractor or Subcontractor, and no person acting on behalf of the Contractor or Subcontractor, shall, by reason of race, creed, sex, disability, or color, discriminate against any person in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
2. No Contractor or Subcontractor, and no person acting on behalf of the Contractor or Subcontractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work on account of race, creed, sex, disability, or color.
3. In the event the Contractor fails to comply with these nondiscrimination clauses, the Contract may be terminated or suspended in whole or in part.

- I. **Project Description:** The project is composed of the following major elements of construction, but is not limited to the following items:
1. Exterior Walls
 - a. Stone tuck-pointing
 - b. Stone patching
 - c. Stone replacement
 - i. Stone adjacent to entrance
 - ii. Spalled / cracked units within the east parapet
 - iii. Balustrade banisters
 - d. Stone resetting
 - i. East elevation parapet
 - ii. Miscellaneous stone
 - e. Remove and replace sealant above the project stone heads (fillet profile)
 - f. Remove and replace sealant at the sill-to-jamb joints (fillet profile)
 - g. Tuck-point coping head joints with a raked profile and install backer rod and sealant
 2. Roof Top Masonry
 - a. Remove and replace displaced brick masonry (penthouses)
 - b. Brick crack repairs
 - c. Brick tuck-pointing at penthouses, light wells and the interior elevation of the parapets
 - d. Lintel replacement, includes installation of flashing
 - e. Clean and paint steel beams, includes installation of flashing
 3. Alternates
 - a. Alternate G-1: Stone Replacement – Quarter Round Stone below Greek Key
 - b. Alternate G-2: Application of Consolidation Treatment
 - i. Parapet and cornice
 - ii. Miscellaneous location within the West Elevation
 - iii. Base of Wall
 - c. Alternate G-3: Rebuild Brick Masonry Wall – at the south east corner wing wall adjacent to the stair

1.2 SINGLE CONTRACT

- A. The following categories of work will be performed under a **single combined contract**:

1. **General Construction.**

- B. The drawings and specification divisions generally describe the work to be performed within the designated category of work, with some exceptions. However, the Contractor will be responsible for coordinating and assigning various parts of the work to his sub-contractors. Refer to Article 1.4.

1.3 COORDINATION REQUIREMENTS (The following items are not intended to be all-inclusive. Refer also to other Sections of the Specifications and to notes on drawings).

A. **Construction Schedule:**

1. Prepare the construction progress schedule and procedures, schedule of product deliveries, and their effect on the overall project progress and completion.
2. Perform and manage the Work, and that of the sub-contractors, according to the approved Project schedule.

B. General Procedures:

1. Provide a full-time supervisory person in the form of either a non-working Superintendent and/or an on-site Project Manager, available on site from the beginning of the work to completion of the work. This individual must be authorized to make decisions on behalf of their company regarding the day to day operations and activities affecting the overall progress of the Project.

C. Coordination:

1. Make space allowances for Work of Subcontractors, and provide necessary openings where indicated or implied by the Drawings and Specifications.
2. Be responsible for demolition and disposal of existing items relative to his Contract.
3. Refer to drawing notes and other sections of the specifications for materials or items that are to be salvaged and/or protected and left for the Owner.
4. The Contractor is responsible for the installation of openings, penetrations, mechanical sleeves as required for the Work. Coordinate with the Roofing Contractor relative to location and schedule.
5. The Contractor is to provide any and all sheeting, shoring, or bracing necessary to protect work in progress and/or existing structures and/or active utilities encountered during their work.

D. Use of Building and Site:

1. Keep existing driveways, parking, and entrances serving the premises clear at all times. Do not use these areas for parking or storage of materials. Maintain clean access to trailers and building, free from mud and debris. Maintain gravel or other temporary walkways.
2. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage to the areas indicated and/or as directed by the Architect. If additional storage is necessary, obtain and pay for such storage off site.
3. Contractors shall move any stored products which interfere with operations of the Owner.

E. Safety Provisions:

1. Refer to Section **01 70 00** for requirements to protect the existing building and to provide protections, barriers, etc., to limit the approach of the public to the construction area.
2. Comply with all federal, state, local, and company safety regulations to insure a safe working environment for all workers, and all their subcontractors.
3. Be fully and totally responsible for the safety of their own personnel and that of their subcontractors providing work under their contract umbrella. Develop and implement all precautions, and supervise and control all work in such a manner that all work is performed safely.
4. Comply with all OSHA standards concerning scaffolding, scaffolding erection methods, ladders, hoisting equipment, lifts, fall protection and all safety rules and regulations pertinent to the work of this contract.
5. Maintain all required exit ways to comply with all governing codes and/or to facilitate access in and around the buildings and the project as a whole.

F. Protection of Site and Building:

1. Limit use of the premises to work areas indicated. Confine operations to areas within contract limits indicated, unless the Work is specifically called out beyond those limits. Do not disturb portions of the building beyond the areas in which the Work is indicated.

G. Review of Contract Documents and Field Conditions:

1. Before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Site affecting it.
2. If the Contractor finds any perceived ambiguity, conflict, error, omission, or discrepancy on or between any of the Contract Documents, or between any of the Contract Documents and any Applicable Law, the Contractor, before proceeding with the Work, shall promptly submit a request for Information to the Architect for an interpretation or clarification.

H. Clean-Up Requirements:

1. Throughout the course of the Project, dedicate manpower/resources as required by the contract documents, on a daily basis, to cleanup trash, construction debris, dust, dirt, concrete splatter, excess mortar, etc.
2. Cleanup debris resulting from the installation of this work, and generally return the building to required design standards. Clean, repair and/or replace all damaged curbs, landscaping, walks and pavement areas affected by the installation of this work. Be responsible for repairs to the work of others damaged as a result of this work. The Contractor is responsible for immediate cleanup of bulk packaging, cartons, trash and debris as not to interfere with building operations.
3. If the Contractor fails to clean-up, the Owner may do so upon 48 hours written notice and Contractor's failure to respond. Costs incurred by Owner to clean-up Contractor's Work shall be chargeable to the Contractor. The 48-hour notice provision shall not be required in situations where unsafe, hazardous conditions exist or if Contractor exhibits a persistent failure to clean-up.

I. Completion Requirements:

1. At final Project completion, the contractor shall final clean and polish (as applicable) and make ready for use by the owner, all products installed under his respective contract, which are observable and open to view.
2. At final Project completion, the Contractor shall provide three copies of all O&M Manuals and Product Warranties to be submitted to the Owner through the Architect as part of the Project Closeout Requirements.
3. The Contractor shall submit certified As-Built drawings of the work installed.

1.4 CONTRACT DOCUMENTS

A. Drawings: Although the majority of the Drawings are "to scale," Contractors are directed to use indicated dimensions for determining material quantities and for other reasons. No additional monies will be allowed due to Contractors using "scaling instruments" to determine material quantities or for other reasons.

B. Specifications:

1. Specifications define the qualitative requirements for products, materials, and workmanship upon which the content is based. They do not cover all materials required for a complete Project and do not attempt to include every possible variable. Specifying methods include:
 - a. Description of specific product or methods.
 - b. Performance specifications (a statement of required results with criteria for verifying compliance, but without unnecessary limitations on the methods for achieving the required results).
 - c. Reference standards (requirements set by authority, custom, or general consensus and are established as accepted criteria).

2. Specification Format: The Specifications are generally organized into Groups and Sections using the 2004 format and CSI/CSC's "MasterFormat" numbering system. Section format conforms to 3 part arrangement developed by CSI to achieve uniformity in locating and organizing specification content.
3. The format does not follow the sequence of construction nor is it organized around traditional subcontracts or construction trades. A section does not necessarily relate to the work of a single contractor. It is not the intent of the specifications to define the work of individual trades. The Contractor will be responsible for coordinating and assigning various parts of the work to his sub-contractors.
4. The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence. However, the sequence is incomplete. Consult the table of contents of the Project Manual to determine numbers and names of sections in the Contract Documents.
5. Language used in the Specifications and other Contract Documents is abbreviated. Interpret words and meanings as appropriate. Infer words implied, but not stated, as the sense requires. Spelling and punctuation conform as closely as possible to current standards of usage. If conflicts occur between spellings of words in the dictionary versus industry practices, the latter takes precedence.
6. Certain Specification Sections describe Work to be performed under several contract areas. (Example: **06 10 00** Rough Carpentry.) Provide Work of this nature as required for each contract whether or not enumerated in the Contract Documents.
7. Where a specific item of Work is not defined, but is normally inherent to a trade, or is included in the scope of the applicable Section, include that part of the Work in the proposal.

1.5 MAINTAINING OWNERS OPERATIONS

- A. During the course of this Project, normal and customary Owner functions and operations must be maintained. The Contract Documents are intended to define a strict separation between the Owner's activities and staff from the activities of the construction project.

1.6 BEHAVIOR DURING CONSTRUCTION

- A. The Architect and Owner will not tolerate any visible or audible inappropriate actions initiated or responded to by any employees or Contractors on this Project toward any of the Owner's staff. Violators shall be promptly removed from the site.
- B. The Owner intends to instruct his staff to refrain from communications with Contractor's personnel working on this Project. Conduct all communication with Owner and staff through the Architect.
- C. Contractors must expend their best effort toward protection of the health, safety, and welfare of occupants on the Owner's property during the course of Work on this Project.
- D. Contractor and Subcontractors are subject to such rules and regulations for the conduct of the Work as the Owner may establish. Employees shall be properly and completely clothed while working. Bare torsos, legs and feet will not be allowed. Possession or consumption of alcoholic beverages or drugs, tobacco or other noxious behavior on the site is strictly prohibited. Violators shall be promptly removed from the site. **Smoking is not permitted on property or within buildings.**
- E. The Owner reserves the right to immediately eject from the Project property, including the construction site, any individual, whether direct supervisor, manager, employee, or subcontractor, whose behavior is determined to be inappropriate. Failure to remove the individual immediately and permanently from the premises upon notification by the Architect shall be cause for immediate termination of their Contract.

1.7 PROJECT SECURITY

- A. General Contractor : Develop and conduct a security program, specifically oriented to the protection of, and for the prevention of, damage, injury or loss within the entire project site and other property at the site or adjacent thereto, as acceptable to the Owner, and remaining in effect through complete Contract Completion of the Project.

1.8 HAZARDOUS MATERIALS

- A. Contractors: In addition to products banned as part of the Clean Air Act (NESHAP Rule, Nov. 1990 Revision; 40 CFR 60, Subpart M) do not use or bring on site materials containing more than 1 percent asbestos by content.
- B. If material containing more than 1 percent asbestos content is brought onto site by Contractor, materials will be removed at contractor's expense in accordance with all applicable laws and precautions so as not to make fibers friable.

1.9 PERMITS AND FEES (Refer to Document **00 70 00**)

1.10 WORK BY OWNER

- A. The Owner will not interfere with the Work of the Contractor during the Owner's performance of their Work.

PARTS 2 AND 3 NOT APPLICABLE

END OF SECTION 01 11 00

SECTION 01 22 00 - UNIT PRICES

PART 1 GENERAL

1.1 REQUIREMENTS

- A. **Definition:** A unit price is an amount proposed by bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to, or deducted at the same amount, from the Contract Sum by Change Order in the event the estimated quantities of work required by the Contract Documents are added, increased, or decreased. The unit price items listed on the Bid Form may be accepted or rejected, or as otherwise agreed upon, by the Owner prior to the signing of the Agreement. The utilization of unit prices is solely by means of Change Orders as specified in General and Special Conditions.
- B. This Section specifies administrative and procedural requirements for unit prices.
1. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.
 2. Unit prices include all necessary material, overhead, profit and applicable taxes.
 3. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.
- C. **Provisions:**
1. When Unit Prices are requested on the Bid Form, the scheduled quantities listed are to be considered as approximate and are to be used only for the comparison of bids for purposes of award of the Contract and to determine the maximum quantity to be provided without a Change Order.
 2. If Unit Prices are stated to be sought only for informational purposes, they shall not be used for comparison of bids.
 3. Unless otherwise specified in the Contract Documents, the Unit Prices set forth shall include all materials, equipment, labor, delivery, installation, overhead, profit and any other cost or expense, in connection with or incidental to, the performance of that portion of the Work to which the Unit Prices apply. The Bidder shall submit Unit Prices for all items listed on the bid form.
 4. The Bidder agrees that the Owner may increase, decrease or delete entirely the scheduled quantities of Work to be done and materials to be furnished after execution of the Contract Form.
 5. Payments will be made to the Contractor only for the actual quantities of Work performed or materials furnished in accordance with the Contract Documents.
 6. Additional portions of approved work required beyond the unit price will be reimbursed to the Contractor by change order.
- D. **Measurement:** Where required, furnish detailed measurement of unit price item. Owner reserves the right to reject the Contractor's measure of work-in-place, and, at Owner's expense, have the work measured by an independent surveyor acceptable to Contractor.

- E. **Submitting:** Submit Unit prices (by each Contractor) as listed on the Bid Form. Submit one price only which shall apply equally to add changes and deduct changes to the Contract. Each unit price shall represent full compensation including all required labor, materials, delivery, installation, superintendence, overhead, profit, and any other cost or expense in connection with, or incidental to, the performance of that portion of the Work to which the Unit Price applies.

PARTS 2 AND 3 NOT APPLICABLE

END OF SECTION 01 22 00

SECTION 01 23 00 - ALTERNATES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Alternate G-1: Stone Replacement – Quarter Round Stone below Greek Key
2. Alternate G-2: Application of Consolidation Treatment
3. Alternate G-3: Rebuild Brick Masonry Wall – at south east corner wing wall adjacent to the stair

- B. **Alternate Definition:** An amount proposed by bidders and stated on the Bid Form for certain work defined in the Contract Documents that may be added to, or deducted from, the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction, products, materials, equipment, systems, or installation methods described in the Contract Documents. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work, including additions, substitutions, omissions, changes, and alterations required. No other adjustments will be made to the Contract Sum.

1.2 GENERAL REQUIREMENTS

- A. Submit lump sum Alternate Proposals in the spaces provided on the **Form of Proposal**, Document **00 41 00**, stating the additions to, or deductions from, the Base Bid.
- B. Include all modifications and adjustments affecting adjacent work as necessary to completely integrate work of the alternate into Project. Include all omissions, changes, alterations, additions, and adjustments of trades as may be necessary because of the Alternate Proposal being implemented into the Project.
- C. The description of Alternates included herein, or in the specification sections, may be brief. Claims for additional compensation will not be granted because of manifest omissions or discrepancies due to the brevity of those descriptions. Requirements for materials, or labor, or methods necessary to achieve the Work described under each Alternate can be found throughout the drawings and related technical specifications identified as pertaining to a given alternate. Alternates that are a continuation of adjacent work or similar in nature to other base bid work will adhere to those same specifications.
- D. Include as part of each alternate the cost of any miscellaneous devices, accessory objects, equipment and similar items, fees or services incidental to, or required for, a complete and fully operational installation, whether or not such ancillary component is named as part of the Alternate.
- E. Include in the bid any proper credits for work no longer required and properly replaced by the work of any alternate.
- F. If the Owner elects to proceed on the basis of one or more of the alternates, make all modifications to the Work required, with the approval of the Architect, and at no additional cost to the Owner other than as proposed on the Bid Proposal Form.

- G. Alternates are worded briefly. Claims for additional compensation will not be accepted because of omissions or discrepancies due to this brevity. Refer to appropriate Specification Sections which describe the materials and methods required in the Alternate.
- H. Contractors are required to respond to all Alternates on Bid Form. If work does not apply or there is no cost, enter "N/A" or "O". **Do not leave blank.**

1.3 COORDINATION

- A. Examine all documents to determine alternates affecting his contract or trade. Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the Project.
- B. On the drawings some Alternates are shown incorporated in the project. Carefully read all notes and sketches that indicate the extent of Base Bids and proposed Alternates.

1.4 GENERAL CONTRACT ALTERNATES

A. **Alternate G-1: Stone Replacement – Quarter Round Stone below Greek Key**

- 1. Under the base bid, there is no work under this alternate bid.
- 2. Under Alternate G-1, state the amount to be added to the base bid to remove and replace deteriorated quarter round sandstone units below the Greek Key as indicated on drawings, specifications, and Bid Form.

B. **Alternate G-2: Application of Consolidation Treatment**

- 1. Under the base bid, there is no work under this alternate bid.
- 2. Under Alternate G-2, state the amount to be added to the base bid if to apply consolidation treatment as indicated on drawings, specifications, and Bid Form.

C. **Alternate G-3: Rebuild Brick Masonry Wall – at south east corner wing wall adjacent to the stair**

- 1. Under the base bid, there is no work under this alternate bid.
- 2. Under Alternate G-3, state the amount to be added to the base bid if to rebuild brick wing wall as indicated on drawings, specifications, and Bid Form.

PARTS 2 AND 3 NOT APPLICABLE

END OF SECTION 01 23 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Substitution Procedures.

1.2 STANDARDS

A. General Standards:

1. Certain products, manufacturer's trade names, or catalog numbers are listed in the specifications or drawings for the purpose of establishing a basis of quality, performance, weight, size, durability, visual effect, and specific features and requirements indicated, and is not intended for the purpose of limiting competition. Substitutions will be considered in accordance with provisions noted in this section.
2. Where Specification paragraphs refer to a list of manufacturer's names, provide either the specified product or a comparable product by one of the other named manufacturers.
3. Where appearance, artistic effect, or harmony of design are concerned, the Architect reserves the right to refuse approval of products proposed to be substituted for that specified, if in his opinion the item to be substituted is not harmonious to the finished effect and appearance desired. The Architect's refusal to approve for these reasons is final and not subject to arbitration.

1.3 APPROVAL OF SUBSTITUTIONS PRIOR TO BIDDING

- A. Prior to bidding, Bidders desiring consideration for the use of materials, equipment, etc. not named in the Specifications may submit Proposals for the substitutions, equals, or equivalents, using the **Substitution Request Form, Document 00 43 25** to the architect no later than **ten (10)** days prior to the bid opening.
- B. The Bidder, by submitting Document **00 43 25**, certifies that the item, device, material, equipment, form of construction, fixture, or other item other than those standards named in the construction documents, proposed is equal in quality, and all aspects of performance and appearance, to the specified standard.
- C. Submit with the request a complete description of the proposed substitution, including drawings, performance and test data, to provide for a complete evaluation of the proposal.
- D. Where the phrase "or equal", "or equivalent", or "or equal as approved by the Architect" occurs in the Contract Documents, do not assume that the item will be approved as equal unless specifically approved by the Architect in an Addendum.
- E. If the Architect approves the proposed substitution as a Standard, an Addendum will be issued no later than **three (3) business days** prior to the Bid opening.
- F. If the proposed substitution is disapproved as a Standard, the Architect will inform the Bidder in writing, no later than three (3) business days prior to the Bid opening, stating the reason for the disapproval. The Architects decision is final. The disapproval can be a result of insufficient information submitted to the Architect.

1.4 COMPATABILITY

- A. When the Contractor is given the option of selecting between products, assure that the product is compatible with other listed products, and with previously selected products, even if they too were options. Verify also that the option selected is compatible with products or methods of other contractors.
- B. If approved changes in layout or detail are necessary because products are selected other than those manufacturers whose models are identified, additional costs that may be incurred must be included in the bid proposal.

PARTS 2 AND 3 NOT APPLICABLE

END OF SECTION 01 25 00

SECTION 01 29 00 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Schedule of Values.
2. Application for Payment
3. Changes in the Work and Change Orders

1.2 SCHEDULE OF VALUES

- A. Provide a Schedule of Values consisting of a complete breakdown of the Contract sum showing the various items of Work, each divided into labor and material components, to facilitate the approval of payments to the Contractor for Work completed. Provide each work item with its prorated share of profit and overhead.
- B. Within 15 days of award of Contract, submit to the Architect for approval the Schedule of Values. Type or print on **AIA Documents G702 and G703**. The Architect will use this schedule as the basis for approving payments along with estimated percentages of Work completed. No payment will be made without an approved Contract Cost Breakdown.
- C. Divide the work into individual work items in sufficient detail to facilitate continued evaluation of applications and to serve as an accurate basis for Contractor's Application for Payment. Indicate initial cost for each item and spaces for amount completed to date, and amount remaining to be completed.
- D. Where Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- E. In addition to the division of various items of work, separate individual buildings within the project, and separate site-work items from building(s) components, and remodeling/renovation work items from new construction work items.
- F. The contract breakdown shall be the same from as that to be used in submitting Applications for Payment for the duration of the Project.
- G. Include also, as separate line items, the costs of:
 1. Performance Bonds.
 2. Mobilization and Demobilization.
 3. Daily Clean-Up and Final Cleaning (in the minimum amount of 2 percent of the total Contract Sum).
 4. Approved and Processed Change Orders.
- H. **Miscellaneous Requirements:**
 1. Round amounts to nearest whole dollar, with the total equaling the Contract Sum.
 2. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Contract Cost Breakdown or distributed as general overhead expense, at the Contractor's option.
 3. Provide a separate line item for each material or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site. Provide evidence with application for payment of insurance and bonded warehousing.
 4. Should the Contract Cost Breakdown be "rejected, resubmit", re-submittal is due within 5 days of receipt of rejected schedule.

5. After approval by Architect, changes are not permitted to the Contract Cost Breakdown. Add approved Change Orders at end of schedule.

1.3 APPLICATIONS FOR PAYMENT

- A. Coordinate the Applications for Payment with the Schedule of Values and Project Schedule. Make the Application for Payment using **AIA Document G702 Application and Certification for Payment (1992 Edition)**, and **G703 - Continuation Sheet**.
- B. Refer also to provisions noted in Article 9 of the General Conditions (amended in Section **00 70 00**) and in the Form of Agreement.
- C. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect, and paid for by the Owner.
- D. The Contract Cost Breakdown shall consist of a complete breakdown of the Contractor's contract sum showing the various items of work, each divided into labor and material components, so as to facilitate the approval of payments to the Contractor for Work completed. Each work item shall receive its prorated share of profit and overhead. At a minimum, the Contract Cost Breakdown shall include the following work items:
 1. Bonds: Performance, Labor and Material (if required).
 2. Mobilization
 3. Demobilization
 4. Daily cleanup (in the minimum amount of 2 percent of the total Contract Sum).
 5. Final cleaning in an amount equal to 1 percent of the Contract Sum.
 6. Project Closeout in an amount equal to 1 percent of the Contract Sum.
- E. **Initial Application for Payment:** Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Approved Contract Cost Breakdown.
 4. Copies of building permits.
 5. Required Certificates of insurance and insurance policies.
- F. **Waivers:** Submit original and 3 copies of each Application for Payment to the Architect, each signed and notarized, no later than the 5th day of the month. Applications, if approved, will be paid approximately 30 days later.
- G. **Off-Site Stored Materials:** At the option and approval of the owner, the cost of materials purchased by the contractor of un-installed materials properly stored off the job site may be included in applications for payment, providing:
 1. Invoice of materials and location of storage are furnished.
 2. Evidence is furnished that the materials are fully insured in storage and in transit, and naming the owner as an "Additional Insured".
- H. Unless otherwise approved by the Architect, include amounts of only fully executed Change Orders issued prior to the last day of the construction period covered by the application.
- I. When an application shows completion of an item, submit final or full waivers of mechanics liens on forms acceptable to the Owner.
- J. **Final Payment Application:** Assure that the following Administrative actions and submittals required to precede or coincide with submittal of the final Application for Payment are completed:

1. Completion of Project closeout requirements as stated in the General Conditions.
2. Completion of items specified after Substantial Completion.
3. Assurance that unsettled claims have been settled.
4. Submit waivers of mechanics lien from every entity who is lawfully entitled to file a mechanics lien arising out of the Contract and related to the Work covered by the payment.
5. Receipt of required spare parts, tools, maintenance equipment, and attic stock.
6. Certificate of Contract Completion.

1.4 CHANGES IN THE WORK AND CHANGE ORDERS

- A. During the progress of the work, changes in the work may be directed or approved by the Architect. Unless otherwise stated immediately by the Contractor prior to performing the change, such work will be performed without additional compensation or extension of contract time.
- B. When cost or credit for a change has been agreed upon by the Owner and the Contractor, or the Owner has directed that cost or credit be determined in accordance with provisions of the General Conditions, the Architect will issue a Change Order to the Contractor.
- C. The following maximum amounts will be permitted for overhead and profit, and shall be indicated on each proposal:
 1. For proposals up to \$5,000.00, 10% overhead and 5% profit.
 2. For proposals \$5,000.00 and above, 5% overhead and 5% profit.
- D. Refer also to **Article 7** of the General Conditions, and as amended by Document **00 70 00**.

PARTS 2 AND 3 NOT APPLICABLE

END OF SECTION 01 29 00

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. **Section includes:**

1. Safety Regulations.
2. Coordination Requirements.
3. Project Meetings.
4. Schedules and Reports.
5. Submittal Procedures.
6. Misc. Requirements.

- B. **Definitions:** In this section, references to individual contractors refer to the General Contractor and his subcontractors. Actual assignment of work and responsibilities, however, remains with the General Contractor.

1.2 SAFETY REGULATIONS

A. **Contractor:**

1. Be responsible for compliance with all safety and health regulations for construction as applicable to the Contractor's Contract and the Contractor's construction means and methods. Be liable for violations that may be cited or charged against the Contractor by authorities governing the safety and health regulations for construction. The Architect and Owner will not be responsible for construction means and methods and will not be responsible for construction safety. Indemnify and hold harmless the Architect and Owner under the provisions of the General Conditions
2. Take all necessary precautions and safeguards for the safety of the employees and public to prevent accidents or injury to persons on the project site or adjacent to it.
3. The sections of the Code of Federal Regulations (CFR) listed below form a part of this specification to the extent referenced:
 - a. OSHA General Industry Safety and Health Standards (29 CFR 1910); OSHA Construction Industry Standards (29 CFR 1926). Refer to OSHA Publications 2206, 2207. (For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402).
 - b. National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61).
 - c. Job safety requirements will be governed by Federal Register, Volume 36, Number 75, dated April 17, 1981, Department of Labor, Bureau of Labor Standards - Safety and Health Regulations for Construction, and all current revisions.
 - d. Be responsible for any fine or cost incurred as a result of any violation or alleged violation by the contractor, employees, or his sub-contractors.
4. Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations", ANSI A10 Series Standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities".
5. Provide guard-rails, barricades, and perimeter warning lines, personal fall arrest systems, and other precautions required by OSHA for above grade or roof working conditions. Refer Section 01 50 00.
6. All ladders and scaffolding must be in first class condition, properly erected, and meeting OSHA, State, and local requirements.
7. All electrically operated tools shall be properly grounded.

8. Confined areas must be properly ventilated, especially those spaces where gasoline engines, spray operations, acetylene welding, and other hazardous operations are taking place.
 9. Properly handle all compressed gas cylinders, kept and secured in an upright position.
 10. Alcoholic beverages, narcotics, and smoking are prohibited within the area of construction.
 11. All persons must wear hardhats at all times.
 12. All Contractor employees shall wear proper attire, including shirts and long pants. Tennis shoes are prohibited.
 13. Provide First Aid facilities as required by Federal, State, and Local regulations.
 14. If the Contractor encounters materials reasonably believed to contain asbestos, PCB, or other hazardous waste or material, stop work immediately. Resume work only when the area is rendered harmless.
- B. **Contractor's Safety Program:** Submit a written Safety Program within ten (10) days after receipt of the Notice of Intent to Award. The Contractor is solely responsible for the implementation and enforcement of the Program. Include in the Safety Program the following:
1. Designation of the Contractor's Safety Supervisor.
 2. Scope and frequency of worksite inspections.
 3. Emergency first aid procedures.
 4. Accident procedures and reporting requirements.
 5. Worksite medical facilities.
 6. Safety education.
 7. Sub-Contractor safety responsibilities.
 8. Requirements of employee protective devices.
 9. Housekeeping procedures.
 10. Site security.
- C. **Failure to Comply:** If the Contractor fails to comply with the requirements of OSHA, other applicable safety requirements, or the safety requirements in the Specification Sections, the Owner may modify or stop the Work until the failure is remedied. No part of the time lost for such work stoppage will be cause for extension of time, or for increased costs to the Contractor.

1.3 COORDINATION REQUIREMENTS

- A. Each Prime Contractor:
1. Responsible for coordination of work and scheduling between his subcontractors, and as directed by the Architect.
 2. Timely distribute all needed project data to his subcontractors and suppliers, including items identified in the contract documents as well as information generated as the project progresses.
 3. Distribute in a timely fashion copies of approved shop drawings or submittals to other Prime Contractors needed to perform interrelated work.
- B. Each Contractor is responsible to coordinate his work with the work of other trades and contractors. Make space allowances, and provide necessary openings where indicated or reasonably implied by the Contract Documents. The Contractor requiring sleeves shall provide and coordinate their installation, and be responsible for the exact locations and sizes of all holes and openings required for his work.
- C. Each Contractor: Allow sufficient time for installation of any work by others before covering or closing the applicable portion of the Project.
- D. Coordinate installation of mechanical and electrical work that is indicated diagrammatically on Drawings. Place runs parallel with wall lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- E. Each Prime Contractor: Coordinate space requirements and installation of items which are indicated diagrammatically on Drawings. Follow routing indicated for pipes, ducts, and wiring, as closely as practicable. Place runs parallel with line of building. Utilize space efficiently to maximize accessibility for other installations, maintenance, and repairs and as directed by the Architect.
- F. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of plumbing and electrical fixtures and outlets with finish elements, including but not limited to casework, lockers, visual display boards, loose furnishings and equipment.
- G. Inspect and approve all work in progress of all subcontractors to assure that quality of work is in conformance to standards established by the specifications and as generally acceptable in the industry.
- H. Do all cutting, fitting, or patching required for his work. Do not endanger the project, or the work of other contractors, by cutting, excavating, or otherwise altering the Project, or any part of it.
- I. Each Contractor is responsible for demolition and disposal of existing items relating to his Contract.
- J. Provide all requests for additional information and clarifications in writing to the Architect.

1.4 CONSTRUCTION MOBILIZATION

- A. All contractors and subcontractors shall cooperate with the Architect in allocation of mobilization areas of site (access, traffic, parking, and other facilities. Refer to Section **01 50 00**).
- B. Comply with instructions of the Architect for use of temporary utilities and construction facilities. Refer to Section **01 50 00** for specific procedures and requirements.
- C. Coordinate field engineering and layout of work with instructions from the Architect. Refer to Section **01 70 00** Field Engineering and Layout and Temporary Facilities Section **01 50 00** for specific procedures and requirements.

1.5 PROJECT MEETINGS

- A. **Contractor:** Provide at each of the following project meetings a designated representative with sufficient authority and knowledge to make decisions for the Contractor he is representing on all matters affecting this Project.
- B. **Preconstruction Meeting:** Review the project procedures and submittals that are required during the progress of construction, including:
 - 1. Establishment of date for commencement of Work on site.
 - 2. Construction schedule.
 - 3. Designation of responsible personnel.
 - 4. Field decisions and Change Orders.
 - 5. Applications for Payment.
 - 6. Submittal of shop drawings, product data and samples.
 - 7. Record documents.
 - 8. Use of Project site.
 - 9. Safety and first-aid procedures.
 - 10. Security procedures.
 - 11. Clean-up responsibilities.
 - 12. Entry into occupied areas for inspection and repairs; required notices and scheduling.
 - 13. Areas for storing materials and equipment.
 - 14. Quality Control program.
 - 15. Contractor's parking, office, telephone, toilets and use of water/utilities.
 - 16. Protection of plantings and landscaping.

- C. **Progress Meetings:** Conduct weekly meetings to review construction progress, possible delays, coordination of work, and projected construction activity. Provide to the Architect a written report of previous week's progress and a schedule of Work planned for the coming week. The Architect will prepare meeting minutes and distribute them at the next Progress Meeting. Address the following items at each meeting:

1. Review Safety and Security issues.
2. Review work progress since last meeting.
3. Note field observations, problems, and required decisions.
4. Identify problems which impede planned progress.
5. Develop corrective action plans and/or procedures as needed.
6. Update or revise construction schedule as required.
7. Plan progress during next work period.
8. Review submittal schedules, expedite as required to maintain schedule.
9. Review changes proposed by Owner for effect on construction schedule.
10. Review major delivery schedules.
11. Record all decisions.
12. Review number of Calendar Days completed to date.

1.6 SCHEDULES

A. Construction Schedule:

1. **All Contractors and Subcontractors:** Within seven days prior to the Preconstruction Meeting, assemble all necessary information and dates concerning time required for construction, and submit information to the General Contractor for his use in preparing the Construction Schedule.
2. **General Contractor:** Graphically show by fully-developed horizontal bar chart, or other means, the schedule and sequence of all activities necessary to complete the Work, in coordination with all subcontractors and other prime contractors whose work is to be shown on the diagram.
 - a. Provide a separate horizontal time bar for each major construction activity. Provide a vertical line to identify the first working day of each week.
 - b. Within each time bar, indicate estimated completion percentage in 10% increments. As work progresses, place a contrasting mark or color to indicate actual completion.
 - c. Periodically revise and update the schedule to reflect changes that may affect completion of the project.
3. **All Contractors and Major Subcontractors:** Review the proposed sequence of all work activities. Upon the approval of all parties, this schedule will become the project plan for construction.
4. **Each Contractor:** Contractor represents he has analyzed the Work, the materials and methods involved, the availability of qualified mechanics, his own work load, the seasonal weather conditions, and agrees that the schedule is reasonable, and acknowledges he has enough manpower and resources to accomplish all work within the prescribed time frames.
5. **Execution:** Prosecute all work in accordance with the approved Construction Schedule. Out of sequence construction requires prior approval of the other Contractors and Architect.
6. **Delays:** If, in the judgment of the architect, it becomes necessary to accelerate the work to maintain contractual obligations, Contractors shall re-schedule work and/or transfer workmen as required by the architect. If necessary, provide additional shifts, work overtime, nights, and weekends, to maintain the schedule at no additional cost to the Owner. If the Contractor fails to maintain his portion of the schedule, the Owner may elect to delay or withhold all or part of any payments that may become due to the Contractor.

1.7 SUBMITTAL REQUIREMENTS

A. General Submittal Requirements:

1. Provide all submittals in accordance with the requirements of this Section.
2. Make submittals to Architect far enough in advance of scheduled installation to provide time required for reviews, approvals, revisions and re-submittals, and for placing orders and securing delivery.
3. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
4. Prepare, review, provide approval stamp, and submit with reasonable promptness or within the specified time periods and in orderly sequence so as not to delay the Work or the Work of another. The Contractor's approval indicates that he has reviewed the submittal for accuracy, conformance to the specifications, and field constraints. The contractor is fully responsible for coordination of the work with that of all other contactors.
5. Allow at least 10 working days for review by the Architect following the Architect's receipt of the submittal.
6. Refer to **General Conditions 3.12.8**, which describes the Contractor's sole responsibility for compliance to drawings and specifications.

B. Shop Drawings:

1. Submit shop drawings as required in specifications sections. Repeat the identification shown on the Contract Drawings onto Shop Drawings and schedules. Revise and resubmit as necessary to establish compliance with the contract documents.
2. The Architect will review and take action on submittals with reasonable promptness, so as to cause no delay in the progress.
 - a. Incomplete submittals may be returned without review with a request to resubmit when complete.
 - b. Similarly, submittals containing non-specified items may be rejected.
 - c. Allow enough time for submittal review, including time for re-submittal if required.
3. Review and approve all Shop Drawings prior to submitting to Architect. Show Contractor's review and approval marking and provide space for Architect's review marking.
4. Indicate actual building construction elements in all details when possible.
5. Verify all measurements and conditions at the building. Reflect field measurements prior to submittals when possible.
6. By approving and submitting shop drawings, the Contractor represents that he has determined and verified field measurements, materials, catalog numbers, and similar data, and that he has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents.
7. Furnish sufficient copies to allow two (2) copies to be retained by the architect, one (1) copy for Consulting Engineer and one (1) copy for the project office.
8. Shop drawings will be marked as follows:
 - a. **"No Exceptions Taken"**. Copies will be distributed as indicated under above schedule.
 - b. **"Note Markings"**. Final Release. Contractor may proceed with fabrication, taking into account the necessary corrections on submittal and with Contract Documents.
 - c. **"Revise And Resubmit"**. Make the necessary corrections resubmit before fabrication.
 - d. **"Rejected"**. Contractor will be required to resubmit shop drawings in their entirety. No fabrication or installation shall be started until shop drawings have been completely revised, resubmitted, and marked by Architect according to preceding Paragraphs a. or b.

9. The Architect's review of shop drawings shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, nor shall the Architect's review imply approval of any deviation.

C. Product Data, Manufacturer's Literature:

1. When required in the specifications, furnish literature and data, which indicates conformance to specifications, dimensions and required recesses, blocking, etc.
2. When required, furnish written or published manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment.
3. Where literature includes data not pertinent to the submittal, clearly show portions included.
4. Furnish sufficient copies to permit the retainage of three (3) copies by the architect and one (1) copy for the project office.
5. In compliance with the OSHA Hazard Communication Standard (1910.1200, 08-24-1987), post at the site MSDS (Material Safety Data Sheets) for ALL products classified as hazardous that their firm has knowledge that they will be furnishing, using, or storing on the jobsite during the duration of this Project in accordance with OSHA standards. At the completion of the project, turn their "MSDS" information directly over to the Owner with a receipt for the Owner to sign. Submit a copy of the signed receipt to the Architect.

D. Samples, Colors, and Patterns:

1. Where required, submit full size, fully fabricated samples to illustrate materials, workmanship, colors, and textures identical to the product proposed.
2. Whenever a choice of color or pattern is available, submit color and pattern samples to the Architect for selection. Colors will be selected from any color produced by the manufacturer unless otherwise noted to be custom made, or to be selected from a particular color grouping or range.
3. Maintain sets of approved samples at project site, available for quality control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
3. By approving and submitting samples, the Contractor thereby represents that he has verified materials, catalog numbers, and similar data, and that he has coordinated each sample with the requirements of the Contract Documents.
4. The Architect's action shall not relieve the Contractor of responsibility for deviations from the Contract Documents.

1.8 MISC. SUBMITTALS

A. List of Subcontractors, and Suppliers:

1. Submit to the Architect, within two days of the notification of the award, a list of subcontractors and Suppliers who will participate on the Project, complete with names, addresses, and telephone numbers.

B. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

C. Material/Product Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements.

D. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.

- E. **Product Test Reports:** Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- F. **Pre-Construction Inspection:** Inspect areas in which work is to be performed, and adjacent areas, prior to commencement of work. Prepare a list of existing damages to structure, surfaces, or equipment which could be construed as damage resulting from the work. Document with photographs or video of existing conditions and submit to Architect for record purposes prior to starting Work.

1.9 SCHEDULE OF SUBMITTALS

- A. The following schedule indicates the major submittals required by the Contract Documents. The schedule is intended as a reminder or convenience to the contractors and may not be all-inclusive. Each Contractor is encouraged to thoroughly read all specification Documents and Sections to determine his responsibilities for submissions.
- B. **Submittals Required with Proposal:**
 - 1. Bid Guaranty and Contract Performance Bond (Document **00 61 13**), or equivalent.
 - 2. EEO Certification Clause (Document **00 45 36**).
 - 3. Non-Collusion Affidavit (Document **00 45 19**).
 - 4. Declaration of Interested Parties (Document **00 45 47**).
 - 5. Bidder's Affidavit of Personal Property Tax Delinquency (Document **00 45 48**).
 - 6. Drug-Free Workplace Certification (Document **00 45 52**).
 - 7. Affidavit in Compliance with Section 3517.13 of Ohio Revised Code (Document **00 45 50**).
- C. **Submittals Required upon Award of Contract:**
 - 1. Obtain Building, Zoning, and Fire Protection Permits.
 - 2. Certificates of Required Insurance.
 - 3. Workman's Compensation Certificate.
 - 4. Installation Floater.
 - 5. Schedule of Values (AIA G-702-703).
 - 6. List of Proposed Sub-Contractors.
 - 7. List of Proposed Testing and Inspection Laboratories.
- D. **Submittals Required Prior to, and During, Construction:** (Refer to specific requirements in individual Sections)
 - 1. Proposed Construction Schedule.
 - 2. Shop and Fabrication Drawings, Installation Drawings, Rough-in Drawings, Design Drawings, and Material/Equipment schedules.
 - 3. Manufacturer's Literature, Brochures, and/or Cut-Sheets.
 - 4. Installation Templates.
 - 5. Samples of colors, material, patterns, or finishes for selection.
 - 6. Performance Reports, Test Data, Compliance Certificates.
 - 7. Manuals for maintenance, operation, and control.
 - 8. Material Mix designs.
 - 9. Structural and Performance Calculations.
 - 10. List of Existing Damaged work with photo documentation.
- E. **Submittals Required for Close-Out:** This schedule summarizes major submittals to be completed by each prime contractor prior to Contract Completion. Additional information or submittals may be indicated in the General Conditions and in the Specifications:

1. All Contractors:

- a. As-built drawings.
- b. Final unconditional waiver of liens, prepared on AIA Documents G706, G706A, and G707.
- c. Submit consent of surety to final payment.
- d. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- e. Affidavit of Wage Compliance (if applicable).
- f. Guarantees and Warranties.
- g. Punch List Letter of Completion.
- h. Letter stating compliance with contract documents, and codes.
- i. Additional Materials.
- j. Cleaning and Maintenance Instructions.
- k. Manuals for maintenance, operation, and control.
- l. Up-dated list of major products, with names of manufacturers, trade names, and model numbers.
- m. List of color selections (or patterns) of paint, materials, and products.

2. General Contractor:

- a. Certificate for Occupancy from governing authority.

PARTS 2 AND 3 NOT APPLICABLE

END OF SECTION 01 30 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Requirements for Quality Control and Quality Assurance Activities.
2. Contractor's Responsibilities.
3. Testing Laboratory Services.
4. Required Testing and Inspections.

B. Scope:

1. This Section includes administrative and procedural requirements for quality assurance and quality control.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-control procedures that facilitate compliance with the Contract Document requirements. Requirements for Contractor to provide quality control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
3. If the Contractor deems the Owner's testing as insufficient, the Contractor may perform additional testing as desired and at his own expense. Provide copies of the reports of such testing to the Owner and Architect.
4. Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
5. Contractor shall determine type and composition of existing materials, as well as compatibility of new materials, as well as compatibility of new materials herein specified, with existing. If required by Architect, testing procedures shall be the responsibility of the Contractor. The Contractor shall proceed with his test program only after approval of said program by the Architect. As such, materials specified herein are suggested types or quality of compatibility with existing materials. A written statement from the manufacturer as to each material's requirements, techniques of application and compatibility with other materials, as related to the warranty, shall also be provided by the Contractor.

C. Conflicting Requirements:

1. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement.
2. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.

D. Qualifications: Where applicable, provide teams, firms, or individuals with the following qualifications:

1. **Installer Qualifications:** A firm or individual experienced in performing, installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
2. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

3. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
4. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

1.2 QUALITY ASSURANCE

- A. **Quality Assurance:** Activities, actions, and procedures performed **before and during** execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements. Refer to Technical Sections for specific and/or additional test and inspection requirements.

1. **Special Inspections:** Inspection as herein required of the materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with construction documents and referenced standards.

- a. **Periodic Inspection:** The part time or intermittent observation of work requiring special inspection by an approved agency (special inspector) who is present in the area where the work has been or is being performed and at the completion of the work.
- b. **Specialists:** Certain sections of the Specifications require that specific construction activities be performed by entities recognized as experts in those operations. Provide Specialists that satisfy qualification requirements indicated for the activities indicated.

1.3 QUALITY CONTROL

- A. **Quality Control:** Tests, inspections, procedures, and related actions **during and after** execution of the Work to evaluate that actual products incorporated into the Work and completed construction. Comply with requirements. Services do not include contract enforcement activities performed by Architect. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Special testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
2. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

- B. **Owner Responsibilities:** Unless otherwise specifically noted, the field quality-control services specified in this section are the Owner's responsibility. The Owner will engage and pay for a qualified testing agency to perform these services.

1. Owner thru Architect will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged.
2. Payment for these services will be made by Owner.

- C. **Contractor's Responsibilities:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Preliminary design mix proposed for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspecting equipment at Project site.
 7. Coordinate sequence of activities with Architect, and testing agency to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 8. On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 9. Pay for services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling, and testing required when initial tests indicate work does not comply with Contract Documents. (Separate laboratory approved by the Owner and Architect.
- D. **Contractor's Quality Control Program:** Contractor shall provide and maintain an effective Quality Control Program conforming to the following requirements:
1. The Contractor shall establish a quality control program, to be approved by the Consultant. The program shall include Work of subcontractors, ensure conformance to applicable specifications, with respect to materials, workmanship, construction, finish, functional performance and identification.
 2. The Contractor's job supervisory staff may be used for quality control. The Contractor shall designate one of his staff as Quality Control Representative who shall be responsible for administration and performance of the Contractor's Quality Control Program.
 3. Quality control reports shall include:
 - a. Contractor's name and address
 - b. Job reference and information
 - c. Date, time of day, weather, temperature, minimum and maximum rainfalls, etc.
 - d. Recordation of Submittals
 - e. Details of daily progress reports, inspections and superintendent's daily log
 - f. Quality of materials and workmanship
 - g. Coordination necessary between trades
 - h. Testing and inspections by others
 - i. As built logs
 - j. Unsatisfactory items to be corrected
 - k. Certification by Contractor(s)
 4. Prior to the commencement of Work, the Contractor shall meet with the Consultant and Owner to discuss quality control requirements. The meeting shall develop mutual understanding relative to details of the program, including forms to be used for recording quality control operations, inspections and program administration.
 5. The Contractor shall furnish a quality control plan to include procedures, instructions and forms to be used.
 6. The Consultant shall review and approve the proposed quality control plan prior to the commencement of Work.
- E. **Re-Testing and Re-Inspection:** Cost for re-testing and re-inspection construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change order.

- F. **Manufacturer's Field Services:** Where indicated, Contractor to engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."

1.4 OTHER TESTS AND INSPECTIONS

- A. Other Tests and inspections not indicated in this section, but listed in the technical sections and not explicitly assigned to the Owner are the Contractor's responsibility. Contractor to provide quality-control services specified and those required by authorities having jurisdiction, whether specified or not.
1. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 2. Where quality-control services are not indicated as Owner's responsibility, Contractor shall submit a certified written report, in duplicate, of each quality control service.
 3. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

1.5 TESTING LABORATORY AND INSPECTION SERVICES

- A. **Summary:** Unless otherwise specifically noted, the Owner will pay for services of an independent testing laboratory which has been secured by the Owner to perform specified inspection, sampling, and testing services, including:
1. Inspections and testing required by laws, ordinances, rules, regulations, or orders of public authorities and by the General Conditions.
 2. Inspections and testing required by laws, ordinances, rules, regulations, or orders of public authorities and by the General Conditions.
 3. Certification of products and mill test reports: Refer to the respective Specification Sections.
 4. Test, adjust, and balance equipment where noted.
 5. Inspection, sampling, and testing: Soils, asphalt and concrete
 6. Permits, Licenses, and Certificates: Submit copies for review.
- B. **Testing and Inspection Agency Qualifications:** Provide information on testing agencies demonstrating their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
1. An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - a. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - b. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
 2. Meet requirements of ASTM E329, current edition "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in Construction."
 3. Laboratory qualifications for inspection, sampling and testing of soils and aggregates shall be comparable to the requirements of ASTM E329.
 4. Testing Equipment: Calibrated at maximum 12 month intervals by devices of accuracy acceptable to the Architect.

5. All testing and inspection performed by the testing laboratory shall be under the direct supervision of a professional engineer licensed in the state of the construction activities. This professional engineer shall submit a letter certifying that all testing services are in conformance with the standards and specifications as specified in these Contract Documents. The letter shall also certify that all tested and inspected items and procedures conform to the Contract Documents, except where specifically noted on the inspection reports.
6. Meet the requirements of OBC Section 1703.1. Agency shall be competent, objective, shall disclose any possible conflicts of interests, shall have adequate equipment, and shall employ experienced and educated personnel.
7. Demonstrate to the satisfaction of the building official that their special inspectors are qualified for the particular type of construction or operation requiring inspection.
8. Agency shall be an established and recognized agency regularly engaged in conducting tests and/or furnishing inspections, and shall have been approved in accordance with the rules of the board of building standards.

C. Testing and Inspection Agency Responsibilities:

1. Perform specified inspections, sampling, and testing of materials and methods of construction.
2. Ascertain compliance with requirements of Contract Documents.
3. Promptly notify the Architect and Contractor of irregularities in the Work to be performed, and deficiencies of Work, which are observed during performance of services and are in variance with the Documents.
4. Keep records of all testing performed, including identification of test performed, portion of work tested, date of test, and results of test. Indicate that test was or was not in compliance with specified requirements.

D. Calibration of Testing Equipment:

1. Calibrate testing equipment at maximum 12-month intervals in accordance with the National Bureau of Standards.
2. Submit verification document of most recent calibration prior to proceeding with any project testing.

E. Testing and Inspection Agency is not authorized to:

1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Approve or accept portions of Work.
3. Perform duties of the Contractor.

F. Testing and Inspection Agency Reports: Submit certified written reports that include the following:

1. Description of the Work, date of test or inspection, and test and inspection method.
2. Identification of product and Specification Section.
3. Test and inspection results and an interpretation of test results.
4. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
5. Recommendations for re-testing and re-inspecting as necessary.
6. Send two (2) copies of test and/or inspection reports to Architect with copies to the Contractor and Supplier, as soon as possible after date of test.

PART 2 PRODUCTS
Not applicable

PART 3 EXECUTION

3.1 TEST AND INSPECTION LOG (By Testing or Inspection Agency)

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain this log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference.

3.2 REQUIRED TESTING / INSPECTIONS

A. **Procedures:**

1. Periodically during construction, the Owner requires that inspection and/or testing be performed by an independent testing agency to determine that certain portions of the work meet the specified requirements. Refer to required tests or inspections noted in the specification Sections.
2. Requirements for testing may be described in various sections of the Specifications. In addition, the Owner may require testing to be performed under current pertinent testing standards when no testing requirements are described.
3. Testing agency is required to keep records of all testing performed, including identification of test performed, portion of work tested, date of test, and results of test. Indicate that test was or was not in compliance with specified requirements. Send copies of test and/or inspection reports to Architect with copies to the Contractor and Supplier, as soon as possible after date of test.
4. Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

B. **Completion:**

1. On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
2. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
3. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

- C. **Quality Control Testing during Construction:** Owner's testing service to inspect and approve subgrades and fill layers before further construction work is performed thereon. Owner and/or CM may also consult with the Geotechnical Engineer for occasional field inspections and reporting/recommendations. Tests of subgrades and fill layers to be taken as follows:

1. **Paved Areas:** Make at least one field density test of subgrade for every 2,000 sq.ft. of paved area, but in no case less than 3 tests. In each compacted fill layer, make one field density test for every 2,000 sq.ft. of overlaying building slab or paved area, but in no case less than 3 tests.
2. **Trench Backfill:** For each compacted backfill layer make one field density test between each drainage structure.

- D. If, based on reports of testing service and inspection, subgrade or fills which have been placed are below specified density, additional compaction work and testing shall be provided by the Contractor for the Section of Work involved at no additional expense, until subgrades or fills meet or exceed specified density.

END OF SECTION 01 40 00

SECTION 01 42 00 - REFERENCE STANDARDS

PART 1 GENERAL

1.1 SUMMARY

A. **Section includes:**

1. Commonly used regulatory and specification associations and their abbreviations and addresses.
2. Applicability to specification sections.

1.2 APPLICABILITY OF STANDARDS

- A. The reference standards following are commonly referred to in the individual specification sections by abbreviation, as they are applicable. Specific sections or chapters may, or may not, be noted. If not, comply with those that are applicable to the work being specified.
- B. Conform also to less common standards not listed below, but referred to within the specification section.
- C. Unless otherwise noted, the latest edition of the referenced standards is applicable.
- D. Should specified reference standards conflict with contract documents, request clarification from architect before proceeding.
- E. Where compliance with two or more standards is referenced or applicable, and are conflicting, comply with the more restrictive requirement. Where the conflict is uncertain, consult with the Architect for his decision prior to proceeding with the work.
- F. Each Contractor and Sub-Contractor is required to be familiar with the Industry Standards applicable to his construction activity. Obtain copies of Standards when necessary directly from the publication source.
- G. Trade Union Jurisdictions: The arrangement of the Contract Documents is not intended to indicate trade union jurisdictional agreements. The contractor is responsible to maintain, and require Sub-Contractors to maintain, complete and current information on jurisdictional matters, regulations, and pending actions applicable to construction of this project.

1.3 INDUSTRY STANDARDS

- A. **Applicability of Standards:** Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. **Publication Dates:** Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. **Copies of Standards:** Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

- D. **Abbreviations and Acronyms for Standards and Regulations:** Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names and addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

1.4 SCHEDULE OF REFERENCES

ACI	American Concrete Institute P.O. 1950 Detroit, MI 48219
ACIL	American Council of Independent Laboratories 1629 K Street NW Washington, DC 20006
ADA	Americans with Disabilities Act Uniform Federal Accessibility Standards Government Printing Office Washington, DC
ADAAG	ADA Accessibility Guidelines 800 North Capital Street NW, Suite 700 Washington, DC 20001
AIA	American Institute of Architects 1735 New York Avenue, N.W. Washington, DC 20006
ANSI	American National Standards Institute 11 West 42 nd Street, 13 th Floor New York, NY 10036
ASTM	ASTM International 100 Bar Harbor Drive West Conshohocken, PA 19428
CPSC	Consumer Product Safety Commission 5401 Westbard Ave Bethesda, MD 20207
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60195
EPA	Environmental Protection Agency 401 M Street, SW Washington, DC 20460
FM or Factory Mutual Global FMG	1151 Boston-Providence Turnpike P.O. Box 9102 Norwood, MA 02062

- ODOT** **Ohio Department of Transportation**
25 S. Front St.
Columbus, Ohio 43215
- Ohio EPA** **Ohio Environmental Protection Agency**
122 South Front Street
Columbus, OH 43215
- OSHA** **Occupational Safety and Health Administration**
200 Constitution Ave, NW
Washington, DC 20210
- PCA** **Portland Cement Association**
5420 Old Orchard Road
Skokie, IL 60077
- PS** **Product Standard of NBS**
U.S. Department of Commerce
Washington, DC 20402
- UL** **Underwriter's Laboratories, Inc.**
333 Pfingston Road
Northbrook, IL 60062

END OF SECTION 01 42 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Responsibilities.
2. Temporary Utilities.
3. Barriers, Enclosures, and Construction Aids.
4. Security
5. Construction of Barricades.
6. Temporary Controls: Dust, and Pollution.
7. Field Office – *NOT REQUIRED*.
8. Storage and Equipment Areas
9. Waste Disposal Services.
10. First Aid Facilities.
11. Temporary Sanitary Facilities.
12. Temporary Telephone Service.
13. Temporary Fire Protection.

B. General Responsibilities:

1. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies only to one Contractor, it shall be defined as to which Contractor the Work belongs. Each contractor as defined herein shall provide such Temporary Facilities as specified and as indicated on the Drawings.
2. The contractor(s) responsible for installing and maintaining such Temporary Facilities shall remove from the premises temporary work erected by him at the completion of the Project, or when requested to do so by the Architect. Temporary structures and facilities become the property of the party furnishing them. Contractor(s) shall leave premises clean and in acceptable conditions as approved by the Architect.

- C. **Definitions:** In this section, references to individual contractors refer to the General Contractor and his subcontractors. Actual assignment of work and responsibilities, however, remains with the General Contractor.

1.2 QUALITY ASSURANCE (Refer also to Section 01 40 00)

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

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:

1. NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations".
2. ANSI A10 Series Standards for "Safety Requirements for Construction and Demolition."
3. NECA Electrical Design Library "Temporary Electrical Facilities".
4. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code".

C. Safety and Health Responsibilities: (Refer also to Section 01 30 00).

1. Each Contractor: Be responsible for the safety and health of persons affected by the Contractor's performance of the Work including work performed by his subcontractors. This requirement shall apply continuously during the entire contract period.
2. All personnel, visitors, and inspectors are required to wear a hardhat at all times on the project site.
3. Architect and Owner are not responsible for construction health and safety.
4. Give strict attention to and fully comply with Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970, US Department of Labor.

D. Quality of Installation: As a minimum, provide construction meeting or exceeding industry standards. Meet or exceed the requirements of the project specifications and documents and meet the minimum requirements/recommendations for installation as outlined by the products manufacturer.

1.3 RESPONSIBILITIES

A. General Contractor will be responsible for the following:

1. Temporary Field Office – *NOT REQUIRED*.

B. General Contractor is responsible for the following, unless noted otherwise:

1. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, as well as the costs and use charges associated with each facility.
2. Its own field office complete with necessary furniture, utilities, and telephone service.
3. Its own storage and fabrication sheds and/or trailers.
4. Temporary heat, ventilation, humidity control, and enclosure of the building where these facilities are necessary for its own construction activity but have not yet been installed by the responsible prime contractor.
5. Complete Collection and Disposal of its own hazardous, dangerous, unsanitary, and other harmful or "controlled" waste material.
6. Secure lockup of its own tools, materials, and equipment. (Materials remain the property of the Contractor until installed or otherwise accepted by the owner.)
7. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
8. Collection and Disposal of own Construction Debris and Waste into trash barrels or dumpster provided by General Contractor. Refer to specific instructions for Daily Cleanup Section 01 70 00.)
9. Own temporary telephone.
10. Barricades, warning signs, and lights as required for the protection of the work, workers, and visitors to the site.
11. Fire Extinguishers at all work stations, placed throughout the jobsite per OSHA requirements, and placed at all temporary facilities (Trailers, Sheds, etc.)
12. First Aid Kits, PPE, and other Safety related items.
13. Drinking Water and/or other Drink supplements unless otherwise noted.

14. Each Contractor shall cleanup all debris, re-grade, replace and re-compact all areas that are affected by the installation of their work and return subgrade to conditions prior to that contractors mobilization and/or work activities.
15. Each Contractor shall take care not to abuse or otherwise cause or create damage unnecessarily to paved and/or stoned roadways. Damage that is determined to be either deliberate or out of negligence on the part of any contractor shall be the responsibility of that contractor to repair.
16. Each Contractor shall become familiar with all provisions of this Temporary Facilities Section as it applies to themselves and to other contractors on the site to determine fully their own obligations.

C. **General Contractor** is responsible for the following:.

1. Temporary toilets, including disposable supplies (Upon mobilization through the remainder of the project and/or beginning no later than two weeks following letter of intent). General Trades Contractor shall provide adequate facilities throughout the project, including at remote storage & fabrication areas and at the Project Offices area.
2. This Contractor shall be responsible for temporary enclosure of the building, or portions thereof. Temporary Enclosure also includes dividing walls when/where deemed necessary to close-in a portion of the building that is ready to receive temporary heat and where the only reasonable means to contain that heat is by isolating a section of the building.
3. General collection and disposal of trash and construction debris. Provide Dumpsters, and Trash Barrels every 150' within the building, including barrels and general (common) trash collection at Project Offices Area.
4. This Contractor responsible for other provisions of this Temporary Facilities Specification as may apply (reference "Each Contractor responsible" and General Requirements not specifically assigned to other contracts) or as may be found to be common and/or exclusive to the type of Work performed.

1.4 PROJECT CONDITIONS

A. **All Contractors and Subcontractors:**

1. Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner.
2. Relocate temporary services and facilities as the work progresses as directed by the Architect .
3. Do not overload facilities or permit them to interfere with progress.
4. Take necessary fire prevention measures.
5. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. **Water Hoses:** Provide 3/4 inch, heavy duty, abrasion resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- B. **Fire Extinguishers:** Provide hand carried, portable, UL rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand carried, portable, UL rated, Class ABC, dry chemical extinguishers or a combination of extinguishers of NFPA recommended classes for the exposures. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

- C. **Self-Contained Toilet Units:** Single occupant units of chemical, aerated re-circulation, vented, fully enclosed, with a glass fiber reinforced polyester shell or similar nonabsorbent material.
- D. **Tarpaulins:** Waterproof, fire resistant, UL labeled tarpaulins with flame spread rating of 15 or less. For temporary enclosures, provide translucent, nylon reinforced, laminated polyethylene or polyvinyl chloride, fire retardant tarpaulins.
- E. **Temporary Open Mesh Fencing:** Minimum 2-inch, 0.148-inch-thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch-OD Line Posts, 10'-0" c/c typical, and 2-7/8-inch-OD Corner and Pull Posts, with 1-5/8-inch-OD Top Rails.
- F. **Temporary Portable Chain-Link Fencing:** Minimum 2-inch 9-Gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull Posts, with 1-5/8-inch-OD top and bottom rails. Provide galvanized steel bases for supporting posts.
- G. **Temporary Materials:** Provide new materials. If acceptable to the Architect, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Locate facilities where they will serve the project adequately and result in minimum interference with performance of the Work. Review with Architect prior to installation. Relocate and modify facilities as required.
- B. 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 HEAT

- A. Contractor's responsibility shall be as follows:
 - 1. Temporary heat and fuel as necessary to complete the work shall be the responsibility of the Contractor.
 - 2. The Contractor shall provide at his own expense all cold weather protection as required to carry on his respective work expeditiously during inclement weather and to protect all work and materials from damage by the weather. The Contractor shall pay fuel bills for his "temporary heating" needs.

3.3 TEMPORARY LIGHT AND POWER

- A. The Contractor is to supply all labor, materials, supervision to connect, disconnect and maintain all means of providing temporary light and power.
- B. Owner will pay for the temporary light and power used.

3.4 TEMPORARY TELEPHONE SERVICE

- A. **Each Contractor:**
 - 1. Provide, maintain and pay for own telephone service. Cell phone service is acceptable if available at all times.

2. Provide all supervisory personnel with cellular telephones to maintain accessibility with the Architect. Provide telephone numbers to Architect.

3.5 TEMPORARY FIRE PROTECTION

- A. Provide and maintain approved fire extinguishers nearby when working adjacent to hazardous areas such as painting and welding, or when using torches or open flames for heating or cutting.
- B. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one per floor at or near each usable stairwell.
- C. Install and maintain temporary fire extinguishers in compliance with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations.”
- D. At the earliest feasible date, complete installation of the permanent fire protection system for each floor or area of the project, connect and place in operation.

3.6 BARRIERS, ENCLOSURES, AND CONSTRUCTION AIDS

- A. **All contractors:** Provide and maintain pumps, equipment, scaffolds, tarpaulins, safety barricades, warning signs, ramps, and other temporary construction necessary for the completion of his work in compliance with pertinent safety regulations.
- B. **General Contractor:** (unless specifically noted otherwise)
 1. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
 2. Provide 4' high orange-colored plastic mesh fencing around perimeter of construction site to indicate to non-construction personnel the limits of safe approach.
 3. Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration, and to separate areas from fumes and noise. Construct with 2 x 4 studs 24" o/c and 1/2" plywood.
 4. Providing and maintaining lights, barricades, and supervision at obstructions in buildings, drives, and walks, and at all material storage areas and work areas for his respective work.
 5. Providing constant protection against rain, wind, storms and heat so as to maintain work free from damage.
 6. Protect buildings, grounds, roads, walks and maintain them throughout the course of the work; repair damage to same without extra cost to the Owner.
 7. Policing the assigned parking area to prevent accumulation of rubbish, maintain the surface in good condition and at conclusion of its use, restore the area to a condition equal to time of possession.
 8. The Contractor shall not barricade, lock or otherwise block emergency exiting from the building.
 9. Provide walkthrough scaffold as necessary for pedestrians to safely enter / exit the building. Provide walkthrough scaffold at sidewalks, parking areas or any area that requires safe access for pedestrians.
- C. **Maintenance:** Maintain enclosures and barriers in a neat, clean, and safe condition during the progress of the work. Completely remove when construction needs can be met by use of permanent construction. Clean and repair damage caused by installation or by use.

3.7 SECURITY

- A. Continuously during the execution of their work, each individual prime contractor and their respective sub-contractors are solely responsible for the safety and security of their work and any stored equipment and materials, including protection from exposure to weather.

- B. **General Contractor:** Provide enclosures, heavy duty locks, gates, and doors, and other facilities to reasonably protect work, existing facilities, and owner's operations from unauthorized entry, vandalism, or theft, as directed by Architect.

3.8 DUST AND POLLUTION CONTROL

A. **Each Contractor:**

1. Provide positive means to prevent air-borne dust. Minimize dispersed dust at required excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and other work areas on or off site to minimize dispersed dust.
2. At least weekly, and twice a day while conditions persist, water down the site using water trucks to eliminate blowing dust.
3. Take protections to prevent toxic or obtrusive odors from migrating into occupied portions of the building or into the atmosphere.
4. Open burning is prohibited on the project site.
5. Do not bury rubbish and waste materials on project site.
6. Store volatile wastes in covered metal containers, and remove from premises daily.
7. Comply with applicable federal, state, and local laws and regulations concerning environmental pollution control and abatement as well as requirements stated elsewhere in the Contract Documents.
8. Take all precautions to avoid polluting water resources, streams, and waterways with fuels, oils, bitumen, calcium chloride, acids or harmful materials. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
9. Contractor shall be responsible for any damage to vehicles due to construction.
10. Chutes for refuse and the like shall fully confine material so as to prevent dissemination of dust.
11. Load trucks only in area approved by Architect. Trucks leaving the site with loose debris shall be loaded and protected in a manner that will prevent dust emissions or debris falling from the truck. Contractor shall comply with local regulations for covering trucks for dust control.
12. Contractor shall comply with regulations for load limits for trucks.

3.9 HAZARDOUS MATERIALS

- A. The Contractor shall enforce safety precautions in the use of disposal of materials. Manufacturer's recommendations for safe use and disposal shall be observed at all times. It must be recognized some specified materials may be hazardous if misused.
- B. Hazardous equipment stored, positioned or used in a manner likely to present a hazard to public or building occupants by its accidental shifting, ignition or mishandling is prohibited.
- C. Contractor shall be responsible for proper disposal of solid, liquid and gaseous contaminants, in accordance with Federal, state and local regulations, together with the following requirements:
1. Discharge gaseous contaminants, so they will be sufficiently diluted with fresh air, to reduce toxicity to an acceptable level.
 2. Liquid contaminants may, subject to local utility standards, be diluted with water to a level of quality acceptable in local sewer system or shall be contained in approved vessels for disposal at approved sites.
 3. Solid contaminants shall be controlled and removed by the Contractor.
 4. Contractor shall be solely responsible for determining waste disposal methods comply with authorities having jurisdiction.

3.10 NOISE CONTROL

- A. Contractor shall follow all local and state noise ordinances.

3.11 TRAFFIC CONTROL

- A. Contractor is to provide a vehicle and pedestrian traffic flow plan to owner and consultant prior to starting project.
- B. Contractor is responsible for all permits, signage, flaggers, etc. to maintain traffic and vehicular flow.
- C. Contractor to maintain access for all emergency vehicles.
- D. Contractor to post signage as necessary to route and maintain vehicular and pedestrian traffic. Signage shall be made of exterior grade material.

3.12 FIELD OFFICE – *NOT REQUIRED*

- A. The Contractor shall provide, pay for and include in his general conditions temporary office/trailer, dumpster, phone service and portable toilet service. The location of each shall be determined at the pre-construction meeting.
- B. The Owner may make available a site for the Contractor's trailer and dumpster, to be discussed at pre-bid and determined at the pre-construction meeting.
- C. Maintain facilities in clean and sanitary condition during Work progress.

3.13 ON-SITE STORAGE AND EQUIPMENT AREAS

- A. Each contractor may provide and maintain storage trailers or other storage facilities on the project for his own use. Locate where approved by Architect.
 - 1. Install storage and fabrication sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere onsite.
 - 2. No signs will be allowed on the site or on the building unless approved by the Owner.
- B. Store all materials and equipment to ensure preservation of their quality and fitness for the Work. Store perishable items affected by weather, dust, or temperature extremes in weatherproof sheds or trailers with raised floors and heated if necessary.
- C. Contractors may be required, at their own expense, to move their stored materials or storage facilities during the course of construction to facilitate completion of the Work.

3.14 WASTE DISPOSAL

- A. **General Contractor:** Provide (for the life of the project) and pay for dumpster for use of all trades, unless otherwise noted. Size container for the waste, debris, and rubbish generated. Dispose of container contents weekly or at more frequent intervals if required.
 - 1. **Collection and Disposal of Waste:** Collect waste from construction areas, trash barrels, and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 degrees F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

3.15 FIRST AID FACILITIES

- A. **General Contractor:** Provide first aid facilities as required by Federal, State, or Local Safety Regulations.

3.16 COMPLETION REQUIREMENTS

- A. Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or restore permanent construction that may have been delayed because of interference with temporary facility.
- B. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Product Options and Standards.
2. Packaging, Transportation, and Handling.
3. Storage and Protection.
4. Manufacturer's Directions.
5. Manufacturer's Warranties.

1.2 DEFINITIONS

- A. **Products:** Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Products may also include designated existing materials or components required for reuse.
- B. **Named Products:** Items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, current as of the date of the Contract Documents.
- C. **New Products:** Items that have not previously been incorporated into another project or facility, Products salvaged from other projects are not considered new products.
- D. **Comparable Product:** Product that is approved through submittal process, or as an approved product substitution, and having the indicated qualities, type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- E. **Materials:** Products substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.
- F. **Equipment:** Product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.3 QUALITY ASSURANCE (Refer to Section 01 40 00)

- A. **Source Limitations:** To the fullest extent possible, provide products of the same kind from a single source or manufacturer.
- B. **Compatibility of Options:**
 1. When the Contractor is given the option of selecting between 2 or more products for use on the project, select product compatible with other products previously selected.
 2. Each Prime Contractor is responsible for providing products and construction methods that are compatible with those of other prime or other separate contractors. If a conflict or dispute arises, the Architect will determine which product will be retained, and which is incompatible and must be replaced.

PARTS 2 PRODUCTS

2.1 PRODUCTS AND STANDARDS

A. General Standards:

1. Certain products, manufacturer's trade names, or catalog numbers are listed in the specifications or drawings for the purpose of establishing a basis of quality, durability, and efficiency of design in harmony with the work outlined, and is not intended for the purpose of limiting competition. Substitutions will be considered in accordance with provisions noted in Section **01 25 00**.
2. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named, and establishes the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluation of comparable products of other named manufacturers.
3. Where appearance, artistic effect, or harmony of design are concerned, the Architect reserves the right to refuse approval of products proposed to be substituted for that specified, if in his opinion the item to be substituted is not harmonious to the finished effect and appearance desired. The Architect's refusal to approve for these reasons is final and not subject to arbitration.
4. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation, and for indicated use and effect.
5. Where the phrase "or equal" or "or equal as approved by the Architect" or "proposed equal," or similar phrase, occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the Architect unless the item has been specifically approved by the Architect in an Addendum, or change order. Do not substitute materials, equipment, or methods unless the substitution has been specifically approved by the Architect.
6. The decision of the Architect is final.

B. Availability:

1. Verify prior to bidding that specified items will be available in time for installation during orderly and timely progress of the Work.
2. In the event specified item or items will not be so available, so notify the Architect prior to receipt of bids.
3. Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back charged as necessary and shall not be borne by the Owner.

2.2 PRODUCT OPTIONS

A. Products specified by name:

1. **Where specific brands or manufacturers are specified, the exact item name is to be furnished unless a substitution has previously been approved.**
2. Where a product is specified by both manufacturer and model, and followed by a list of manufacturers with models not identified, any manufacturer listed is acceptable providing the performance, dimensions, and/or design standards of the first named product are met, and providing the product conforms to the specification.
3. If specific requirements are specified or described, revise or adapt the named products or manufacturers to conform.

B. Products specified by Reference Standards only (e.g. ASTM) or by description only: Use any product meeting those standards.

C. Substitutions, equals, and equivalents:

1. Products named and followed by the term “equal” or “equivalent”, or similar phrase, indicates that other products will be considered based upon the named product. Bidders desiring to use products, devices, equipment, method of construction, fixture, or other item not named in the specifications, may obtain prior approval by submitting Substitution Request Form (Document **00 43 25**) in accordance with Section **01 25 00**.
2. If the Architect approves the proposed equal as a standard, the Architect will issue an addendum in accordance with the Instructions to Bidders, Document **00 21 13**. If the proposed equal is not approved, the Architect will advise the bidder in writing, stating the reason for disapproval, which decision shall be final.
3. The Architect will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Architect to evaluate the proposed substitution. Conform to the procedure stated in Section **01 25 00**.
4. Substitutions, equals or equivalents will not be used to determine the lowest bid unless approved prior to the Bid in accordance to paragraph above and Section **01 25 00**.
5. Where the questions of appearance, artistic effect, or harmony of design are concerned, the Architect reserves the right to refuse approval of products proposed to be substituted for that specified, if in his opinion the item to be substituted is not harmonious to the finished effect and appearance desired, as portrayed in the Drawings and Specifications. The Architect's refusal to approve, established by this paragraph, is final and not subject to arbitration.

D. Compatibility:

1. When the Contractor is given the option of selecting between products, assure that the product is compatible with other listed products, and with previously selected products. Verify also that the option selected is compatible with products or methods of other contractors.
2. If approved changes in layout or detail are necessary because products are selected other than those manufacturers whose models are identified, additional costs that may be incurred must be included in the bid proposal.
3. If a dispute arises between prime contractors over concurrently selected, but incompatible products, the Architect will determine which products are incompatible and which must be replaced.

2.3 PACKAGING, TRANSPORTATION, AND HANDLING

- A.** Deliver, store, and handle products according to the manufacturer's recommendations, using methods that will prevent damage, deterioration, and loss, including theft. Transport and handle products in accordance with manufacturer's instructions.
1. Schedule delivery to minimize long term storage at the site, and to prevent over-crowding of construction spaces.
 2. Coordinate delivery with installation time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Insure that products are delivered in accordance with the Project Construction Schedule.
- B.** Each Contractor: Be responsible for materials he orders for delivery to the jobsite, including receiving, unloading, storing, protecting, and setting in place, ready for final connections. Coordinate jobsite storage with the Architect.
- C.** Deliver products in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

- D. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged, properly protected, and that quantities are correct.
- E. In determining date of delivery, allow sufficient time for shop drawing and sample approvals and possible re-submittals.

2.4 STORAGE AND PROTECTION

- A. Each Contractor: Provide dry, clean, and safe temporary material storage facility where indicated on drawings, or where directed by Architect, and as approved by the Owner. Materials or equipment damaged, deteriorated, rusted or defaced due to improper storage, shall be repaired, refinished, or replaced, as required by the Architect.
- B. Store products subject to damage by elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation.
- C. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather protection requirements for storage. Protect stored products from damage and liquids from freezing.
- D. Replace products lost through theft or mishandling without cost to the Owner. If the person or persons responsible for damage cannot be discovered, make full and satisfactory repairs.
- E. Store products in a manner that will facilitate inspection and measurement of quality and quantity.
- F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- G. Refer also to specific storage or protection requirements, which may be noted in individual specification sections.
- H. Contractors, at their own expense, may be required to relocate their storage facility during the course of construction to facilitate completion of the Work.

2.5 MANUFACTURER'S DIRECTIONS

- A. Apply, install, connect, erect, use, clean, and condition in accordance with the manufacturer's printed directions, unless otherwise noted. Where manufacturer's printed directions are available and where reference is made to manufacturer's directions in the Specifications, submit 3 copies of such directions to the Architect prior to the beginning of Work covered thereby.
- B. Where specific installation instructions are not part of the Specifications or Drawings, install equipment or material in strict accordance with instructions from the manufacturer. Where installation instructions included in these Specifications or Drawings are at a variance with instructions furnished by the equipment manufacturer, make written request for clarification from the Architect.
- C. Where manufacturers printed directions are available, or where reference is made to, in the Specifications, submit 2 copies to the Architect prior to the beginning of Work.

2.6 MANUFACTURER'S WARRANTIES

- A. Furnish all warranties and bonds called for in the Contract Documents, in addition to those falling under the general warranty as set forth in the General Conditions.

- B. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products.
- C. Should defects develop in the Work within the Warranty Period due to faults in products or their workmanship, make repairs and correct defective Work to the Architect's satisfaction, in accordance with the General Conditions, and without cost to the Owner within 14 days after notification.
 - 1. When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure, or construction that must be removed and replaced to provide access for correction of warranted construction.
 - 2. When Work covered by a warranty has failed and has been corrected by replacement or re-building, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- D. The warranty will not apply to Work, which has been abused or neglected or improperly maintained by the Owner.
- E. The manufacturer and supplier expressly warrants that each item furnished by him and installed in this project is suitable for the application shown and specified and includes features, accessories and performing characteristics listed in the manufacturer's catalog in force on the date bids are requested for the Work. The warranty is intended as an assurance by the manufacturer that his equipment or material is not being misapplied and is fit and sufficient for the service intended.

PART 3 EXECUTION
NOT APPLICABLE

END OF SECTION 01 60 00

SECTION 01 70 00 - EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Construction Cleaning Procedures.
2. Protection of Installed Work.
3. Protection of Adjacent or Existing Structures.
4. As-Built Drawings.

- B. Definitions:** In this section, references to individual contractors refer to the General Contractor and his subcontractors. Actual assignment of work and responsibilities, however, remains with the General Contractor.

PART 2 PRODUCTS

Not Applicable

PART 3 EXECUTION

3.1 ROUTINE CONSTRUCTION CLEANING

A. General:

1. Each Contractor that performs work on the site is responsible to perform clean-up work on a **daily** basis, and turn over their completed work in a clean and orderly condition, as applicable.
2. If the Contractor fails to perform these clean-up responsibilities, the Architect or Owner will give notice to the Contractor. If the deficiency is not corrected within three (3) days, the Architect will arrange for the clean-up to be completed by others and costs will be deducted from sums due the offending Contractor. Refer to the General Conditions.
3. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - a. Do not burn or bury rubbish and waste materials on project site.
 - b. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - c. Do not dispose of wastes into streams or waterways.
 - d. Remove protruding nails in boards, planks, timbers, etc., or hammered in or bent over flush with the wood.

B. Hazards Control:

1. Store volatile wastes in covered metal containers, and remove from premises daily.
2. Prevent accumulation of wastes which create hazardous conditions.

C. General Contractor:

1. Provide adequate dust control of the project at all times, both within the building and outside.

3.2 FINAL CLEANING

A. General:

1. Provide final cleaning of the work just prior to final punch out and/or occupancy, or as otherwise directed by the Architect, consisting of cleaning each surface or unit of work to final "clean" condition expected for exterior work.

B. All Contractors: At the completion of work, and prior to final inspection, perform the following (Not intended to be all-inclusive):

1. Remove all surplus material, temporary structures, equipment, protective covers, and debris resulting from their operations.
2. Remove all Construction layout and ID marks.
3. Clean exposed exterior hard-surfaced finishes, to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances.

C. General Contractor:

1. Clean Project site, yard and grounds, including landscape areas of litter and foreign substances. Hose clean all paved surfaces. Remove stains, silts, petro-chemical spills, and other foreign deposits. Rake grounds, which are neither planted nor paved, to a smooth, even textured surface. Remove any foreign debris from planted areas.
2. Remove silt and debris from all sewers, manholes and catch basins.

3.3 PROTECTION OF INSTALLED WORK

A. General Contractor:

1. Protect his work from weather and maintain the work and all materials, equipment, apparatus, fixtures, and other items on or adjacent to the project site free from injury or damage during the entire construction period.
2. Erect and maintain barriers, lighted danger signals as required. Refer to Section **01 50 00**.
3. Provide special protection specified in individual specification Sections.
4. Control activity in immediate work area to minimize damage.

3.4 PROTECTION OF THE EXISTING BUILDING

A. General Contractor:

1. Protect existing construction, which will remain in place including without limitation flooring, walls, ceilings or equipment.
2. Where existing surfaces, materials or other items have been damaged as a result of this contract, patch and refinish, repair, restore or replace to the satisfaction of the owner.
3. Structural members shall not be cut or altered except as specified and where directed by the Architect. Work remaining in place which is damaged or defaced during the project, shall be restored to its original condition at the Contractor's expense.
4. Contractor shall be responsible for proper pruning of plantings to provide Work clearance and shall obtain Owner authorization for each such occurrence.
5. Contractor shall be responsible for restoring site and landscaping original condition prior to commencement of Work.

B. Removal of Protection: Except as otherwise indicated or requested by the Architect, remove temporary protection devices and facilities which were installed during course of the work to protect previously completed work during remainder of construction period.

3.5 FINAL RECORD DRAWINGS

- A. **Each Contractor:** After substantial completion of Contract work and prior to final acceptance by the Owner, provide certified record (as-built) drawings as required by the General Conditions. Each Prime Contractor shall require the same from his subcontractors, and is responsible for collecting that information and submitting the record data with his data. Refer also to Section **01 77 00**.
- B. Indicate any variation between information on Contract Drawings and final field measurements. Show locations and elevations of reference lines and permanent benchmarks used for final field measurements and their relationship to buildings or project site property lines where applicable.

END OF SECTION 01 70 00

SECTION 01 77 00 - CLOSE-OUT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. **Section includes:**

1. Initial Procedures.
2. Completion Procedures.
3. Project Record Documents.
4. Close-out Submittal Summary.

B. **Closeout:** Includes general requirements near end of Contract Time in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner, and similar actions evidencing completion of the Work.

C. **Definition:** In this section, references to individual contractors refer to the General Contractor and his subcontractors. Actual assignment of work and responsibilities, however, remains with the General Contractor.

D. **Related Documents:** The provisions of the General Conditions, Supplementary Conditions and the sections included under Division 1, General Requirements, are included as a part of this section. Related work specified elsewhere:

1. Section **01 70 00**: Execution Requirements

PART 2 PRODUCTS

Not Applicable

PART 3 EXECUTION

3.1 INITIAL PROCEDURES

A. Prior to requesting final inspection for project completion, submit or perform the following:

1. Submit copy of itemized work to be completed or corrected, stating the value of items on the list, and reasons why Work is not complete, including closeout documents not yet delivered.
2. Submit final payment request, with releases and supporting documentation not previously submitted and accepted.
3. Submit all record drawings, project manuals, and similar final record information required in the specifications and General Conditions.
4. Advise Owner of pending insurance change-over requirements.
5. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents.
6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

3.2 COMPLETION PROCEDURES

A. **Definitions:** Substantial completion and final completion is defined in the General Conditions **9.8** and **9.10** respectively.

B. Substantial Completion:

1. Prepare and submit the inspection list required by General Conditions **9.8**.
2. Submit progress payment application, indicating 100% complete for items claimed to be substantially complete, and indicating incomplete items including value and reason for being incomplete.
3. Submit warranties, bonds, final certifications, and similar required documents.
4. Submit final meter readings for utilities, and similar data as of the date of "Substantial Completion", or when the Owner took possession of and assumed responsibility for the Project.

C. Substantial Completion Inspection:

1. When the Architect commences the Substantial Completion Inspection, if the Architect discovers excessive items requiring completion or correction, the Architect may decline to continue the inspection, instructing the Contractor of deficiencies which must be corrected before resumption of the Inspection.
2. Request a re-inspection by Architect when all "Punch List Items" have been completed. Final inspection shall occur within 30 days of issuance of Architect's Punch List.
3. Upon receipt of Contractor's notice that work has been completed, including punch-list items resulting from earlier inspection, except incomplete items delayed because of acceptable circumstances, the Architect will re-inspect the work. Upon completion of re-inspection, the Architect will either notify Contractor of Owner's acceptance or advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.
4. When the Architect concurs that the Work is substantially complete:
 - a. The Architect will prepare a "Certificate of Substantial Completion", accompanied by the Contractor's list of items to be completed or corrected, as verified and amended by the Architect.
 - b. The Architect will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

D. Final Completion:

1. Prepare and submit the notice required by paragraph **9.10** of the General Conditions.
2. Submit final payment request with final releases including Affidavit of Contractor Waiver of lien by Prime Contractor in the Entire Contract Amount, and supporting documentation not previously submitted and accepted.
3. Submit letter stating that each item on final punch list has been completed or otherwise resolved for acceptance.
4. Submit final liquidated damages settlement statement acceptable to Owner, if applicable.
5. Certification stating that no materials containing more than 1% asbestos was incorporated into the work.
6. Certification that all fire-stopping systems were installed in accordance with the Contract Documents.
7. All final cleaning must be complete and accepted prior to Final Acceptance.
8. All Record Documents must be received and accepted.
9. All Training and Demonstrations must be completed and accepted.
10. All Closeout Requirements must be completed and accepted.

- E. Deferred Items:** With the approval of Owner and Architect, upon re-inspection, items of Work that cannot be completed within 30 days, or because of seasonal conditions, such as bituminous paving or landscaping, or if the Owner has a schedule conflict, payment will be released to the Contractor **less twice the cost** of completing the remaining work as determined by the Architect.

3.3 RECORD DOCUMENTS

A. Project Record Drawings:

1. Maintain the As-Built set of Contract Drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which vary from the work as originally shown. Mark whichever drawing is most capable of showing "Field" condition fully and accurately.
2. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
3. Mark-up new information which is recognized to be of importance to Owner, but was for some reason not shown on either contract drawings or shop drawings.
4. Give particular attention to concealed work, which would be difficult to measure and record
5. Note related change-order numbers where applicable.
6. Organize record drawings sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on cover of each set.
7. Upon completion of the Project, each Prime Contractor with their Subcontractors under the Prime Contractor's direction shall transfer all markings to a single set of Record Drawings.
8. The General Trades Contractor shall, in addition, provide a certificate at close out signed by a licensed engineer or surveyor certifying that the elevations and locations of all improvements are in compliance with the Contract Documents.

B. Operation and Maintenance Manuals: (in triplicate minimum)

1. Organize maintenance and operating manual information into suitable sets of manageable size.
2. Bind into individual heavy-duty, 3" maximum, 3-ring vinyl covered binders properly identified. Include pocket folders for folded sheet information.
3. Print identification on both the front and spine of each binder. Include Project Name, Contractor Name, Architect's Name, Date and Scope of Work.
4. Index by specification section with tabbed and labeled dividers for each section.
5. Include Table of Contents, subs/suppliers names, addresses, emergency phone numbers, emergency instructions and scope of work.
 - a. Spare parts listing
 - b. Wiring diagrams
 - c. Warranties
 - d. Recommended "turnaround" cycles
 - e. Inspection procedures
6. Include in the Manual the following:
 - a. Complete instructions regarding operation and maintenance of all equipment including lubrication, disassembly, and reassembly.
 - b. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor.
 - c. Manufacturers' bulletins, cuts, and descriptive data. Clearly delete data not applicable.
7. Items in the O&M Manuals include, but are not necessarily limited to, the following items.
 - a. Refer to the General Conditions and Divisions of the Specifications for specific requirements by Section.
 - b. Manufacturers' Warranties indexed by Specification Section. All Manufacturers' Warranties to start from the Date of Final Acceptance.
 - c. Attic Stock Receipts by Specification Section.
 - d. Demonstration and Training Log by Specification Section.
 - e. Maintenance Data.
 - f. Operating Instructions.
 - g. Building department, health department, fire marshal, elevator inspection, etc. inspection certificates.
 - h. Testing Reports.
 - i. Balance Reports.

- j. Filter Schedule.
 - k. Material Schedules.
 - l. Record Submittals: Maintain one copy of each approved submittal, to be submitted in the O&M Manuals when information differs from Operating and Maintenance Instructions.
- C. Provide the following information to include in a Closeout Manual.
- 1. Punch-list signed by the Contractor
 - 2. 1 yr. Guarantee Letter from Prime Contractor from Date of Final Acceptance
 - 3. Certificate of Contract Completion
 - 4. Consent of Surety (AIA 707)
 - 5. Waiver of Lien from Prime Contractor in the Entire Contract Amount
 - 6. Letter Requesting Retainage
 - 7. Letter stating all start-up testing is complete and in compliance with the Specifications.
 - 8. Certificate of Warranty Commencement with a List of Manufacturers' Warranties by Section attached for reference.

3.4 CLOSEOUT SUBMITTAL SUMMARY

- A. This schedule summarizes major submittals to be completed by each prime contractor prior to Contract Completion.
- B. Additional information or submittals required may be indicated in the General Conditions and in the technical sections of the Specifications.
- C. **All Contractors:** Furnish the following:
- 1. As-built drawings.
 - 2. Final unconditional waiver of liens, prepared on AIA Documents G706, G706A, and G707.
 - 3. Consent of surety to final payment.
 - 4. Evidence of final, continuing insurance coverage complying with insurance requirements.
 - 5. Affidavit of Wage Compliance (if applicable).
 - 6. Guarantees and Warranties.
 - 7. Letter of completion of all Punch List items.
 - 8. Letter stating Completion, compliance with contract documents, and codes.
 - 9. Additional Materials.
 - 10. Cleaning, Operating, and Maintenance Instructions.
 - 11. Final liquidated damages settlement statement.
 - 12. Submit certification letter stating that no materials containing asbestos were incorporated into the work.
- D. **General Contractor:** Provide the following:
- 1. Certificate for Occupancy from governing authority.

END OF SECTION 01 77 00

SECTION 02 41 19 - SELECTIVE DEMOLITION

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. Demolition and removal of selected portions of building or structure.
- B. Related Requirements:
 - 1. Division 01 Requirements.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Engineering Survey: Submit engineering survey of condition of building.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's and other tenants' on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Predemolition Photographs: Show existing conditions of adjoining construction, including finish surfaces that might be misconstrued as damage caused by demolition operations. Submit before Work begins.
- E. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in this portion of the Work.
 1. Hazardous materials will be removed by Owner before start of the Work.
 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by 12 inches (300 mm) or more.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.8 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.
- B. Before commencing any demolition work notify the Architect 72 hours in advance.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- D. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs or video.
 - 1. Comply with requirements specified in Division 01 Sections.
 - 2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Arrange to shut off utilities with utility companies.
2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - c. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

3.3 PROTECTION

- A. Make such explorations and probes as are necessary to ascertain any required protective measures before proceeding with demolition and removal.
- B. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Sections.
 6. Protective closures shall be required at all building exists during the construction process to withstand falling objects and debris.
 7. Provide adequate fire protection in accordance with local Fire Department requirements.
 8. Conduct operations with minimum traffic interference.
 9. Be responsible for any damage to the existing structure or contents due to the insufficiency of protection provided.
- C. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.
- D. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain fire watch during and for at least 8 hours after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 10. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 Sections.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Work in Historic Areas: Selective demolition may be performed only in areas of Project that are not designated as historic. In historic spaces, areas, and rooms, or on historic surfaces, the terms "demolish" or "remove" shall mean historic "removal" or "dismantling" as specified in Division 01 Sections.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction and recycle or dispose of them according to Division 01 Sections.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

SECTION 04 06 00 - MORTAR

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to install mortar within the masonry walls.

1.03 RELATED WORK

A. Related Specification Sections

1. Submittals	01 30 00
2. Masonry Accessories	04 09 00
3. Brick Masonry	04 20 00
4. Stone Masonry	04 40 00
5. Masonry Restoration	04 90 00

1.04 REGULATIONS, REFERENACES & STANDARDS

A. Comply with the following reference standards:

1. American Society for Testing Materials (ASTM)
2. The Building Code Requirements and Specifications for Masonry Construction TMS 402/602
3. The Secretary of the Interior's Standards for the Treatment of Historic Properties.

1.05 QUALITY ASSURANCE

A. INSTALLER

1. A firm with not less than five (5) years successful experience in masonry restoration. Experience shall relate to all other related work and accessories associated with the exterior restoration work. Contractor must be able to document the Project Foreman's experience.

1.06 SUBMITTALS

- A. Product Data: Submit specifications and general recommendations from specified manufacturer.
- B. Upon request submit samples for review and approval.
- C. Product Handling: Use all means necessary to protect all materials before, during and after installation.

1.07 TRANSPORTATION AND HANDLING

- A. Keep mortar off the ground and in a dry place. Use crates or cribbing to keep materials from off the ground.
- B. Store mortar on elevated skids or pallets. Protect stored material from weather. If mortar becomes wet it may not be used.

1.08 MOCK-UPS

- A. Contractor to provide a minimum of three 2'x2' mock ups, varying in color/aggregate to match the existing.

1.09 HEALTH AND SAFETY

A. Material Safety Data Sheets:

1. Contractor/Applicator shall obtain and become fully familiar with manufacturer's material safety data sheets which comply with OSHA 29 CFR 1910.1200.
2. Data sheets shall be posted at work area. Data sheets shall be submitted to Owner prior to beginning masonry cleaning work.

- B. Workers: All workers shall be thoroughly experienced in the particular class of work employed on this project. All work shall be done in accordance with these specifications and shall meet the approval in the field of the Owner's Representative and the Consultant. The Contractor's Representative or Job Superintendent shall have a complete copy of specifications and drawings on the job site at all times.

- C. The Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of the day.

- D. The Contractor shall inform the Consultant of their proposed methods of protection and obtain his concurrence as to the minimum acceptable requirements. The Contractor shall not however, be relieved of his responsibility for the adequacy of protection.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Do not use admixtures including, air-entraining agents, accelerators, retarders, water repellent agents, antifreeze components or other admixtures unless approved by engineer.
- B. Manufactured masonry cement will not be allowed.

2.02 MORTAR

A. Type N ASTM C270.

1. Hydrate Lime: Conform to ASTM C207 type S.
2. Cement: White or Gray Portland Cement, conform to ASTM C150 Type I or II, non-staining
3. Sand: Conform to ASTM C144. Sand to be clean. Match color and size to the original mortar.
4. Coloring Pigment: Pure ground mineral oxides, non-fading and alkali proof. Match pigment to existing mortar. Color pigment not to exceed 10% of weight of mortar
5. Water: clean potable and free of oils, acids, alkalis, organic matter or other substances that may be detrimental to the mortar.

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor to inspect work area and report immediately, in writing to engineering any unacceptable conditions. Do not proceed with work until unsatisfactory conditions have been corrected.

3.02 MIXING MORTAR

- A. Provide a measuring device for each type of material so that when filled and struck off the proper portion of material is measured.
- B. Mortar shall be mixed in clean drums. Mix sand and cement then add lime putty followed by water. Mix no more mortar than what can be used in a 2.5 hour period. Do not re-temper mortar by adding water after it has begun to set or after the 2.5 hour time limit.

3.03 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.04 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 04 06 00

SECTION 04 09 00 – MASONRY ACCESSORIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

- A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to install masonry accessories within the masonry walls.

1.03 RELATED WORK

- A. Related Specification Sections

1. Submittals	01 30 00
2. Mortar	04 06 00
3. Brick Masonry	04 20 00
4. Stone Masonry	04 40 00
5. Masonry Restoration	04 90 00
6. Miscellaneous Metals	05 05 00

1.04 REGULATIONS, REFERENACES & STANDARDS

- A. Comply with the following reference standards:

- 1. American Society for Testing Materials (ASTM)
- 2. The Building Code Requirements and Specifications for Masonry Construction TMS 402/602
- 3. The Secretary of the Interior's Standards for the Treatment of Historic Properties.

1.05 SUBMITTALS

- A. Product Data: Submit specifications and general recommendations from specified manufacturer.
- B. Submit samples upon request for review and approval.

1.06 TRANSPORTATION AND HANDLING

- A. Handle accessories in such a way as to avoid bending or damage.
- B. Keep accessories off the ground and in a dry place.
- C. Do not use accessories which contain signs of rust.

PART 2 - PRODUCTS

2.01 EXPANION JOINTS

- A. Sealant – refer to specification section 07 90 00 – Joint Sealants
- B. Compressible filler

- 1. Pre-molded urethane filler strips complying with ASTM D 1056, Type II, Class A Grade 1.

- C. Do not use admixtures including, air entraining agents, accelerators, retarders, water repellent agents, antifreeze compounds or other admixtures without the expressed approval by the engineer.
- 2.02 FLASHING – refer to Specification Section 07 16 00 – Flashing and Sheet Metal
- 2.03 ADJUSTABLE WALL ANCHORS
 - A. HB 213 Adjustable Wall Anchor by Hoffman – Bernard (H-B)
 - 1. Anchor HB213 with ¼” diameter stainless steel tapcons.
 - B. Or Approved Equivalent
- 2.04 WEEPS
 - A. 4” long x 3/8” diameter medium density polypropylene with screens and wicking rope.
- 2.05 VENTS
 - A. UV resistant polypropylene vents. Vent thickness to match mortar joint.
- 2.06 CLIPS/ANCHORS
 - A. Anchors: dowels, cramps, straps, bars and rods shall be Type 302 or 304 stainless steel

PART 3 - EXECUTION

- 3.01 GENERAL
 - A. Contractor to inspect work area and report immediately, in writing to engineering any unacceptable conditions. Do not proceed with work until unsatisfactory conditions have been corrected.
- 3.02 EXPANSION JOINTS
 - A. Install expansion joints as indicated on the drawings.
- 3.03 ADJUSTABLE BRICK ANCHORS
 - A. Install anchors at a minimum of 16” on center, horizontally and vertically.
- 3.04 WEEP TUBES & VENTS
 - A. Install weep tubes within head joints of brick masonry above through wall flashing at a maximum spacing of 24” on center
 - B. Install vents within head joints of brick masonry walls at a maximum spacing of 24” on center.

END OF SECTION 04 09 00

SECTION 04 20 00 – BRICK MASONRY

PART 1 - GENERAL

1. RELATED DOCUMENTS

A. General and Supplementary Conditions apply to this Section.

2. DESCRIPTION OF WORK

A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to install brick masonry within the masonry walls.

3. RELATED WORK

A. Related Specification Sections

1. Submittals	01 30 00
2. Mortar	04 06 00
3. Masonry Accessories	04 09 00
4. Stone Masonry	04 40 00
5. Masonry Restoration	04 90 00
6. Miscellaneous Metals	05 05 00

4. REGULATIONS, REFERENACES & STANDARDS

A. Comply with the following reference standards:

1. American Society for Testing Materials (ASTM)
2. The Building Code Requirements and Specifications for Masonry Construction TMS 402/602
3. The Secretary of the Interior's Standards for the Treatment of Historic Properties.

5. QUALITY ASSURANCE

A. MANUFACTURER

1. Material must be single sourced. Obtain stone units of uniform texture and color or of uniform blend within ranges accepted for these characteristics.

B. INSTALLER

1. A firm with not less than five (5) years successful experience in masonry restoration. Experience shall relate to all other related work and accessories associated with the exterior restoration work. Contractor must be able to document the Project Foreman's experience.

6. SUBMITTALS

A. Product Data: Product Data: Submit specifications and general recommendations from specified manufacturer.

B. Submit material certifications.

C. Upon request submit samples for review and approval.

7. MOCK-UPS

- A. Contractor to provide mock-ups after samples have been reviewed and selected for mock-up.
- B. Where masonry is to match existing, erect mockups adjacent and parallel to existing surface. Existing masonry may need to be cleaned adjacent to mock-up.

8. TRANSPORTATION AND HANDLING

- A. Damaged material must be returned at the expense of the manufacturer or contractor.
- B. Store masonry units on elevated skids or pallets. Protect stored material from weather. If units become wet do not install them until they are dry.

9. HEALTH AND SAFETY

A. Material Safety Data Sheets:

- 1. Contractor/Applicator shall obtain and become fully familiar with manufacturer's material safety data sheets which comply with OSHA 29 CFR 1910.1200.
- 2. Data sheets shall be posted at work area. Data sheets shall be submitted to Owner prior to beginning masonry cleaning work.

B. Workers: All workers shall be thoroughly experienced in the particular class of work employed on this project. All work shall be done in accordance with these specifications and shall meet the approval in the field of the Owner's Representative and the Consultant. The Contractor's Representative or Job Superintendent shall have a complete copy of specifications and drawings on the job site at all times.

C. The Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of the day.

D. The Contractor shall provide all barricades, caution signs and other temporary measures necessary to protect persons and property from injury and damage during the execution of work under this contract and upon completion of the work, remove all such barricades, caution signs and other temporary measures of every nature. The Contractor shall be responsible for any and all damages to existing work caused by him or his employees during the execution of Work under this Contract.

E. The Contractor shall inform the Consultant of their proposed methods of protection and obtain his concurrence as to the minimum acceptable requirements. The Contractor shall not however, be relieved of his responsibility for the adequacy of protection.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All brick material must comply with TMS402/ACI 530/ASCE 5 and TMS602/ACI 530.1/ASCE 6.

2.02 BRICK MASONRY

- A. ASTM C216, Grade SW, Type FBS
- B. Where indicated brick must match existing color, texture and size.

2.03 MASONRY ACCESSORIES – Refer to Specification Section 04 09 00

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor to inspect work area and report immediately, in writing to engineering any unacceptable conditions. Do not proceed with work until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Wet brick before laying if initial rate of absorption exceeds 30g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying
- B. Comply with construction tolerance indicated in TMS602/ACI 530.1/ASCE 6.
- C. Refer to Specification Section 04 90 00 – Masonry Restoration and Cleaning.
- D. Do not install cracked or chipped brick.

3.03 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.04 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 04 20 00

SECTION 04 40 00 – STONE MASONRY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to install stone masonry within the masonry walls.

1.03 RELATED WORK

A. Related Specification Sections

1. Submittals	01 30 00
2. Mortar	04 06 00
3. Masonry Accessories	04 09 00
4. Masonry Restoration	04 90 00
5. Miscellaneous Metals	05 05 00

1.04 QUALITY ASSURANCE

A. MANUFACTURER

1. Material must be single sourced. Obtain stone units of uniform texture and color or of uniform blend within ranges accepted for these characteristics.

B. INSTALLER

1. A firm with not less than five (5) years successful experience in masonry restoration. Experience shall relate to all other related work and accessories associated with the exterior restoration work. Contractor must be able to document the Project Foreman's experience.

1.05 SUBMITTALS

A. Product Data: Submit specifications and general recommendations from specified manufacturer.

B. Upon request submit samples for review and approval.

C. Submit shop drawings of each stone type, size and shape.

D. Shop drawings must show locations of each item, dimensions, plans, elevations, details, attachment devices and other components.

1.06 MOCK-UPS

- A. Contractor to provide mock-ups after samples have been reviewed and selected for mock-up.
- B. Where masonry is to match existing, erect mockups adjacent and parallel to existing surface. Existing masonry may need to be cleaned adjacent to mock-up.

1.07 TRANSPORTATION AND HANDLING

- A. Damaged material must be returned at the expense of the manufacturer or contractor.
- B. Store masonry units on elevated skids or pallets. Protect stored material from weather. If units become wet do not install them until they are dry.

1.08 HEALTH AND SAFETY

- A. Material Safety Data Sheets:
 - 1. Contractor/Applicator shall obtain and become fully familiar with manufacturer's material safety data sheets which comply with OSHA 29 CFR 1910.1200.
 - 2. Data sheets shall be posted at work area. Data sheets shall be submitted to Owner prior to beginning masonry cleaning work.
- B. Workers: All workers shall be thoroughly experienced in the particular class of work employed on this project. All work shall be done in accordance with these specifications and shall meet the approval in the field of the Owner's Representative and the Consultant. The Contractor's Representative or Job Superintendent shall have a complete copy of specifications and drawings on the job site at all times.
- C. The Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of the day.

PART 2 - PRODUCTS

2.01 STONE MASONRY

- A. Stone: Provide natural building stone units of type, color, surface texture, size and profile to match existing stone units and architectural drawings.
- B. Shims: ¼" thick plastic
- C. Anchors: dowels, cramps, straps, bars and rods shall be Type 302 or 304 stainless steel

2.02 MORTAR – Refer to Specification Section 04 06 00

2.03 MASONRY ACCESSORIES – Refer to Specification Section 04 09 00

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor to inspect work area and report immediately, in writing to engineering any unacceptable conditions. Do not proceed with work until unsatisfactory conditions have been corrected.

3.02 FABRICATION

- A. Cut stone to shape and dimensions. Slope tops of copings ½" per foot towards the building's roof.
- B. Contractor is responsible to verify all existing conditions and to order material to match existing conditions.

3.03 INSTALLATION

- A. Protect stone work surrounding the stone to be removed.
- B. Carefully remove stone by hand, as indicated on drawings.
- C. Support, shore existing masonry not to be removed.
- D. Thoroughly clean stone, then sponge before setting.
- E. Set each stone plumb, level and true in a full bed of mortar to ensure even bearing. Butter vertical joints before setting.
- F. Match existing masonry work coursing and jointing. Blend new work into existing. Variation of bed and vertical joints shall match existing joints.

3.04 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.05 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 04 40 00

SECTION 04 90 00 – MASONRY RESTORATION & CLEANING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to preform masonry restoration and cleaning within the masonry walls.

1.03 RELATED WORK

A. Related Specification Sections

1. Submittals	01 30 00
2. Mortar	04 06 00
3. Masonry Accessories	04 09 00
4. Brick Masonry	04 20 00
5. Stone Masonry	04 40 00
6. Miscellaneous Metals	05 05 00
7. Water Repellants	07 16 00
8. Flashing and Sheet Metal	07 60 00
9. Joint Sealants	07 90 00

1.04 QUALITY ASSURANCE

A. INSTALLER

1. Work for this project will be performed by a Masonry Restoration Contractor who is qualified by the City of Youngstown, Architect and Engineer.
2. As of December 3, 2015, the following contractors have been approved as Qualified Masonry Restoration Contractor for this project:
 - a. Graciano Corporation
 - (1) Don McDevitt – 412-963-8400
 - b. M-A Building & Maintenance Co.
 - (1) John Wamelink – 216-901-5577
 - c. Western Specialty Contractors
 - (1) Gene Shevchenko – 216-485-1540
 - d. VIP Restoration
 - (1) Elmer Mekker – 216-361-1801

3. To be qualified for this work contractors must submit an AIA 305 to Olsavsky Jaminet Architects, Inc. The submission must include (5) projects of similar scope and size (including name of project, owner, project location, architect, contact information, completion date of project and a description of the work scope). Also include resumes of key personnel who will be working on the project.
4. A firm with not less than five (5) years successful experience in masonry restoration. Experience shall relate to all other related work and accessories associated with the exterior restoration work. Contractor must be able to document the Project Foreman's experience.

1.05 REGULATIONS, REFERENACES & STANDARDS

A. Comply with the following reference standards:

1. American Society for Testing Materials (ASTM)
2. The Building Code Requirements and Specifications for Masonry Construction TMS 402/602
3. The Secretary of the Interior's Standards for the Treatment of Historic Properties.

1.06 SUBMITTALS

- A. Product Data: Submit specifications and general recommendations from specified manufacturer.
- B. Upon request submit samples for review and approval.
- C. Upon request Submit shop drawings.
- D. Shop drawings must show locations of each item, dimensions, plans, elevations, details, attachment devices and other components.

1.07 ENVIRONMENTAL REQUIRMENTS

- A. Cold and Hot Weather Procedures: Comply with ACI 530.1-08/ASCE 6-08/TMS 602-08

1.08 MOCK-UPS

- A. Contractor to provide mock-ups after samples have been reviewed and selected for mock-up.
- B. Where masonry is to match existing, erect mockups adjacent and parallel to existing surface. Existing masonry may need to be cleaned adjacent to mock-up.

1.09 TRANSPORTATION AND HANDLING

- A. Damaged material must be returned at the expense of the manufacturer or contractor.
- B. Store masonry units on elevated skids or pallets. Protect stored material from weather. If units become wet do not install them until they are dry.

1.10 HEALTH AND SAFETY

A. Material Safety Data Sheets:

1. Contractor/Applicator shall obtain and become fully familiar with manufacturer's material safety data sheets which comply with OSHA 29 CFR 1910.1200.
2. Data sheets shall be posted at work area. Data sheets shall be submitted to Owner prior to beginning masonry cleaning work.

- B. Workers: All workers shall be thoroughly experienced in the particular class of work employed on this project. All work shall be done in accordance with these specifications and shall meet the approval in the field of the Owner's Representative and the Consultant. The Contractor's Representative or Job Superintendent shall have a complete copy of specifications and drawings on the job site at all times.
- C. The Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of the day.

PART 2 - PRODUCTS

- 2.01 MORTAR – Refer to Specification Section 04 06 00
- 2.02 BRICK MASONRY – Refer to Specification Section 04 20 00
- 2.03 STONE MASONRY – Refer to Specification Section 04 40 00
- 2.04 WATER REPELLANTS – Refer to Specification Section 07 16 00
- 2.05 FLASHING – Refer to Specification Section 07 60 00
- 2.06 STONE PATCHING MATERIAL
 - A. Jahn M70 – Cathedral Stone Products Inc
 - B. Or approved equivalent.

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor to inspect work area and report immediately, in writing to engineering any unacceptable conditions. Do not proceed with work until unsatisfactory conditions have been corrected.
- B. Review the existing masonry with the engineer to determine quantities of scope of work. Document repairs on elevations sheets to submit with monthly pay applications.

3.02 TUCK-POINTING

- A. Remove mortar as indicted on drawings.
- B. Remove deteriorated mortar in exterior brick masonry joints back to a uniform depth of $\frac{3}{4}$ inch, or until sound, un-weathered mortar is reached. Remove mortar the entire width of the joint.
- C. Cut back existing mortar joints to form right angles, square, at terminations with toothing chisel or pointer's grinder. Do not feather mortar.
- D. If necessary the contractor may be required to use dustless grinders.
- E. Use caution to not nick or damage surrounding brick. If brick is damaged it is the responsibility of the contractor to replace.
- F. Clean joints free from dirt and dust using, brush, vacuum or air.
- G. Pre –wet joints to a surface dry state.

- H. Pack mortar into joints in 1/4" lifts. Compact each layer thoroughly and allow mortar to become thumb print hard before applying the next layer. When the fully packed joint has become thumb-print hard tool the joint to the profile as approved in the mock-up.
- I. Remove excess mortar from the edges of the brick with a brush.
- J. Clean area free of mortar droppings and smears.
- K. Cure mortar as necessary for not less than 72 hours.

3.03 BRICK REPLACEMENT

- A. Use care to remove brick masonry units in areas of through-wall flashing replacement, as shown in the Drawings.
- B. Use care to remove brick masonry units in areas as show on drawings for cracks, spalls, displacement, loose units, bearing failure, etc. as shown on drawings.
- C. Use care to remove brick masonry units, and all existing mortar from surrounding joints, at flashing and/or lintel replacement locations.
- D. Do not remove existing masonry in quantities that could potentially weaken the structural integrity of the wall. Install shoring whenever masonry removal exceeds 36 inches. For sections exceeding 5 feet continuous contractor shall provide submittal/written procedure indicating his proposed stabilization method and sequence.
- E. Any damage caused to masonry sections or areas not scheduled for removal and replacement by the Contractor's failure to properly stabilize undisturbed sections shall be repaired at no additional cost to the owner.
- F. Remove face brick by saw cutting through the mortar in the joints surrounding the brick in question.
 - 1. Face brick shall be removed in a saw tooth pattern
 - 2. All existing mortar on adjacent brick that are to remain in place shall be removed and the surfaces prepared for placement of new mortar and brick.
 - 3. Care should be taken not to damage surrounding masonry, windows, etc. Any damage to surrounding materials will be repaired by the Contractor at no cost to the Owner.
 - 4. Weather protection shall be installed to protect the open cavity from water damage when removal cavity is left open over night or when it may rain.
- G. Do not remove existing masonry in quantities that could potentially weaken the structural integrity of the wall. Install shoring as required.
- H. Handle masonry units in a manner to prevent chipping, breakage, soiling or other damage. Do not use pinch or wrecking bars without protecting edges of masonry with wood or other rigid materials.
- I. Install reinforcement, joint reinforcement, anchors and ties per Section 04 09 00 Masonry Accessories.
- J. Cut masonry units, as required, to provide accurate fit and to maintain plane of existing masonry. Cut masonry units with motor-driven saws to provide clean, sharp, un-chipped edges.
 - 1. Cut units as required to provide a continuous pattern and to fit adjoining construction.

2. Install cut units with cut surfaces and, where possible, cut edges concealed.
- K. Pre-wet all masonry prior to placement to prevent improper cure of the mortar.
- L. Comply with construction tolerances as indicated in ACI 530.1-08/ASCE 6-08/TMS 602-08.
- M. Provide uniform distribution of size and shape of masonry units to match existing
- N. Match existing patterns, bonds, and/or special details accurately.
- O. Set all masonry in full bed of mortar. Do not set additional courses of masonry until mortar in courses below is set sufficiently to maintain alignment and prevent extrusion.
- P. Completely fill all head joints of replacement brick masonry with mortar.
- Q. Tool mortar joints to match profile of existing mortar joints, unless otherwise indicated, when thumbprint-hard. Remove excess mortar from edge of joint by brushing.
- R. Allow mortar droppings on face of brick masonry to dry, remove with trowel followed by bristled brush.

3.04 STONE PACTHING

- A. Cut out deteriorated stone and adjacent stone had has begun to deteriorated, as indicated on drawings.
- B. Remove stone to a minimum ¼" depth or as recommended by manufacturer, at the perimeter of the patch. Do not feather patches.
- C. Remove loose particles, soil, debris, oil and other contaminants from existing stone units at locations indicated by cleaning with a stiff brush.
- D. Follow manufacturer's recommendation for patching stone. Stain patches as required to match existing color and texture.
- E. Keep patch damp for 72 hours or until mortar has set.
- F. Unacceptable patches are those with hairline cracks or that shop separation from stone edges, and those that do not color and texture of adjoining areas. Remove patches and re-patch to provide patch free of defects.

3.05 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.06 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 04 90 00

SECTION 05 05 00 - MISCELLANEOUS METALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

- A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to install miscellaneous metals.

1.03 RELATED WORK

- A. Related Specification Sections

1. Submittals	01 30 00
2. Mortar	04 06 00
3. Masonry Accessories	04 09 00
4. Brick Masonry	04 20 00
5. Stone Masonry	04 40 00
6. Masonry Restoration	04 90 00
7. Paint	09 90 00

1.04 QUALITY ASSURANCE

- A. INSTALLER

- 1. Use welders with current AWS certifications for welding work.

1.05 SUBMITTALS

- A. For review and approval AWS welder certificate.
- B. Product Data: Submit specifications and general recommendations from specified manufacturer.
- C. Upon request submit samples for review and approval.
- D. Submit shop drawings of each shape or type.
- E. Shop drawings must show locations of each item, dimensions, plans, elevations, details, attachment devices and other components.

1.06 TRANSPORTATION AND HANDLING

- A. Handle so as to not damage steel and/or coating.

PART 2 - PRODUCTS

2.01 STEEL

- A. W-Shapes: ASTM A 992
- B. Channels, Angles: ASTM A 36
- C. Plates and Bars: ASTM A 36

2.02 GALVANIZING

- A. Provide a zinc coating for those items as indicated on Drawings or specified herein to be galvanized; comply with following:
 - 1. Rolled, pressed and forged shapes, plates, bars and strip 1/8" thick and heavier: ASTM A 123
 - 2. Assembled Steel Products: ASTM A 386

2.03 FASTENERS

- A. Anchor Bolts: ASTM F 1554, Grade 36
- B. Steel Bolts/Nuts: ASTM A 307 Grade A

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor to inspect work area and report immediately, in writing to engineering any unacceptable conditions. Do not proceed with work until unsatisfactory conditions have been corrected.

3.02 FABRICATION

- A. Field cutting or hole punching is not allowed.
- B. Weld all shop connections unless indicted or specified otherwise.

3.03 INSTALLATION

- A. Grind exposed joints smooth and touch-up shop paint coat. Do not weld, cut or abrade surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.
- B. Provide temporary bracing or anchors in formwork for items which are to be built into concrete, masonry or similar construction.
- C. Install members, bolts, anchors, etc. to be covered, inserted or built-in as Work progresses.
- D. Install manufactured items in strict accordance with Manufacturer's current written instructions.
- E. Perform cutting, drilling and fitting required for installation. Set Work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels.

3.04 FIELD PAINTING

- A. Damaged galvanized surfaces apply zinc coating by metalizing spray to clean and dry surfaces.

1. Apply zinc alloy repair compound according to Manufacturer's instructions.
- B. Field Touch Up: As soon as possible after being bolted up, all welds, abrasions, bolts, washers, nuts, etc. shall be painted with same coating as used for shop coat. No painting shall be done in freezing weather.

3.05 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.06 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 05 05 00

SECTION 07 16 00 - WATER REPELLANTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

- A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to install clear water repellants within the masonry walls.

1.03 QUALITY ASSURANCE

A. MANUFACTURER

- 1. Manufacturer shall provide qualified technical representatives as required for purposes of advising Installer of procedures and precautions for use of sealant materials.

B. INSTALLER

- 1. A firm with not less than five (5) years successful experience in masonry restoration. Experience shall relate to all other related work and accessories associated with the exterior restoration work. Contractor must be able to document the Project Foreman's experience.

1.04 SUBMITTALS

- A. Product Data: Submit specifications and general recommendations from manufacturers of masonry waterproofing materials.
- B. Package and Labels: Deliver materials in sealed cans or packages with the manufacturer's original labels thereon. Do not remove labels or open packages until the Consultant inspects and approves them.
- C. Product Handling: Use all means necessary to protect all materials before, during and after installation.

1.05 MOCK UP

- A. Contractor shall provide a minimum 4' by 4' mock up area on each type of masonry.
- B. Use manufacturer's application instructions. Let the test area protective treatment cure before inspection. Keep test panels available for comparison throughout the restoration project.

1.06 HEALTH AND SAFETY

A. Material Safety Data Sheets:

- 1. Contractor/Applicator shall obtain and become fully familiar with manufacturer's material safety data sheets which comply with OSHA 29 CFR 1910.1200.
- 2. Data sheets shall be posted at work area. Data sheets shall be submitted to Owner prior to beginning masonry cleaning work.

- B. Workers: All workers shall be thoroughly experienced in the particular class of work employed on this project. All work shall be done in accordance with these specifications and shall meet the approval in the field of the Owner's Representative and the Consultant. The Contractor's Representative or Job Superintendent shall have a complete copy of specifications and drawings on the job site at all times.
- C. The Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of the day.
- D. The Contractor shall provide all barricades, caution signs and other temporary measures necessary to protect persons and property from injury and damage during the execution of work under this contract and upon completion of the work, remove all such barricades, caution signs and other temporary measures of every nature. The Contractor shall be responsible for any and all damages to existing work caused by him or his employees during the execution of Work under this Contract.
- E. The Contractor shall inform the Consultant of their proposed methods of protection and obtain his concurrence as to the minimum acceptable requirements. The Contractor shall not however, be relieved of his responsibility for the adequacy of protection.

1.07 WRITTEN GUARANTEE

- A. Manufacturer shall provide a five (5) year warranty on water repellent material.

PART 2 - PRODUCTS

2.01 CONSOLIDATION TREATMENT

- A. Products:
 - 1. CV 100 Consolidation Treatment – Prosoco Inc.
 - 2. Or approved equivalent

PART 3 - EXECUTION

3.01 PREPARATION

- A. Remove all traces of all old sealant, dirt, dust, efflorescence and other contaminates from existing joints by utilizing hand cutting tools.
- B. Use any necessary chemical cleaners as recommended by manufacturer. Contractor must obtain written approval from consultant prior to using chemical cleaners.
- C. Contractor is responsible for protecting adjacent substrates, buildings, vehicles, pedestrians, vegetation etc.
- D. Refer to manufacturers recommendations.

3.02 APPLICATION – CONSOLIDATION TREATMENT

- A. Apply by using low-pressure spray, brush or dipping. Larger surfaces should be treated using low-pressure spray equipment, small areas with spray tanks. Mobile objects such as sculptures are best treated indoors by dipping or with the use of compresses.
- B. Apply in repeated applications referred to as “cycles.” A cycle consists of three successive saturating applications at 5-15 minute intervals. Typical treatments involve two or three cycles (6-9 separate applications).

- C. Allow 20 to 60 minutes between cycles. Laboratory testing will determine the optimum delay between applications and cycles.
- D. Apply H100 until excess material remains visible on the surface for 60 minutes following the last application.
- E. Immediately flush excess surface materials using industrial grade MEK (methyl ethyl ketone) or mineral spirits.

3.03 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.04 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 07 16 00

SECTION 07 60 00 - FLASHING AND SHEET METAL

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Extent of each type of flashing and sheet metal work is indicated on drawings and by provisions of this Section.

1.02 RELATED WORK

A. Related Specification Sections

- | | |
|------------------------|----------|
| 1. Submittals | 01 30 00 |
| 2. Brick Masonry | 04 20 00 |
| 3. Stone Masonry | 04 40 00 |
| 4. Masonry Restoration | 04 90 00 |

1.03 REGULATIONS, REFERENACES & STANDARDS

A. Comply with the following reference standards:

1. The current additional of the NRCA Roofing and Waterproofing Manual.
2. The current edition of the Architectural Sheet Metal Manual.
3. ASTM B653: Standard Specification for Steel Sheet, Galvanized.
4. ASTM B209: Standard Specification for Aluminum and Aluminum Alloy Sheet and Plate.
5. ASTM B32: Standard Specification for Solder Metal.

1.04 SUBMITTALS

- A. Product Data: Flashing, Sheet Metal, and Accessories: Submit manufacturer's product data, installation instructions, and general recommendations for each specified sheet material and fabricated product.
- B. Samples: Flashing, Sheet Metals, and Accessories: Submit 8" square samples of specified sheet materials to be exposed as finished surfaces. Submit 12" long completely finished units of specified factory-fabricated products exposed as finished work.
- C. Shop Drawings: Flashing, Sheet Metal, and Accessories: Shop drawings are required to show layout, joining profiles, and anchorage's of fabricated work including major counter-flashings, trim/fascia units, gutters, downspout, and scuppers. New expansion joints in flashing and sheet metal shall align with existing expansion joints and control joints in adjacent construction. Layouts at 1/4" scale, details at 3" scale.
- D. Assignment: The Contractor shall not subcontract any part or phase of the work without prior approval by the Consultant and the Owner.

1.05 JOB CONDITIONS

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance, durability of the work, and protection of materials and finishes.

PART 2 - PRODUCTS

2.01 PRODUCTS

A. FLASHING, DRIP EDGES & END DAMNS

1. Stainless Steel: ASTM A67 Type 304, 24 gauge 2B finish.

B. Miscellaneous

1. Bituminous paint: Fed. Spec. TT-C-494B, Type II.
2. Mastic: asphalt base mixture complying with ASTM D4586, Type I.
3. Metal joint sealant: a non-drying, non-skinning, non-oxidizing, butyl sealant complying with AAMA Specification 808.3, such as Protective Treatments, Inc. "PTI 707".
4. Expansion shields: Fed. Spec. FF-S-325, machine bolt type, tubular type, or self-drilling tubular type.
5. Solder: ANSI/ASTM B32 50/50

2.02 FABRICATED UNITS

- A. General Metal Fabrication: Shop fabricate work to greatest extent possible. Comply with details shown and with applicable requirements of SMACNA Architectural Sheet Metal Manual and other recognized industry practices. Fabricate for waterproof and weather-resistant performance with expansion provisions for running work sufficient to permanently prevent leakage, damage, or deterioration of work.
- B. Form work to fit substrates. Comply with material manufacturer's instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil-canning, buckling, and tool marks, true to line, and levels indicated with exposed edges folded back to form hems.
- C. Form pieces in minimum 10' lengths.
- D. Hem exposed edges $\frac{1}{2}$ " to form a drip edge.
- E. Solder all joints in end dams.

2.03 SEAMS

- A. Fabricate immobile seams in sheet metal with flat-lock seams. For metal other than aluminum, trim edges to be seamed, for seams, and solder. Form aluminum seams with epoxy seam sealer, rivet joints for additional strength where required.

2.04 EXPANSION PROVISIONS

- A. Where lapped or bayonet-type expansion provisions in work cannot be used or would not be sufficiently water-weatherproof, form expansion joints of intermeshing-hooked flanges not less than 1" deep and filled with mastic sealant (concealed within joints). Alignment of joints shall coincide with control joints in adjacent construction.

2.05 SEALANT JOINTS

- A. Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant in compliance with SMACNA standards.

2.06 SEPARATIONS

- A. Provide for separation of metal from incompatible metal or corrosive substrates by coating concealed surfaces at locations of contact with bituminous coating or other permanent separation as recommended by the manufacturer/fabricator.

PART 3 – EXECUTION

3.01 GENERAL

- A. Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations and with SMACNA Architectural Sheet Metal Manual. Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently waterproof and weather tight.
- B. Field measure site conditions prior to fabricating flashing.
- C. Furnish and install sheet metal work to provide weatherproof installations warranted against leaks and weather damage through severe temperature and weather conditions.
 - 1. Overlap seams in direction of water flow.
 - 2. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.
- D. Provide a minimum of 4" laps. Apply mastic at all laps.

3.02 FLASHING

- A. Cut a reglet in the surface or in the masonry joint to a depth of 1-1/2". Flashing is to be held in place by wedges and the reglet filled with sealant.
- B. Provide end dams at the limits of through-wall flashing.

3.03 CAULKING

- A. See Section 07 90 00. Color to match sheet metal color.

3.04 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Protection: Installer shall advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work done during construction to ensure that work will be without damage or deterioration other than natural weathering at the time of substantial completion.

END OF SECTION 07 60 00

SECTION 07 90 00 - SEALANT JOINTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

- A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to install sealants within the masonry walls.

1.03 QUALITY ASSURANCE

A. MANUFACTURER

- 1. Manufacturer shall provide qualified technical representatives as required for purposes of advising Installer of procedures and precautions for use of sealant materials.

B. INSTALLER

- 1. A firm with not less than five (5) years successful experience in installation of sealant joints. Experience shall relate to all other related work and accessories associated with the exterior restoration work. Contractor must be able to document the Project Foreman's experience with the application of sealant joints,

1.04 SUBMITTALS

- A. Product Data: Submit specifications and general recommendations from specified manufacturer.
- B. Package and Labels: Deliver materials in sealed cans or packages with the manufacturer's original labels thereon. Do not remove labels or open packages until the Consultant inspects and approves them.
- C. Product Handling: Use all means necessary to protect all materials before, during and after installation.
- D. Color Selection: Submit sealant color charts for Consultants review and selection.

1.05 HEALTH AND SAFETY

A. Material Safety Data Sheets:

- 1. Contractor/Applicator shall obtain and become fully familiar with manufacturer's material safety data sheets which comply with OSHA 29 CFR 1910.1200.
- 2. Data sheets shall be posted at work area. Data sheets shall be submitted to Owner prior to beginning masonry cleaning work.

- B. Workers: All workers shall be thoroughly experienced in the particular class of work employed on this project. All work shall be done in accordance with these specifications and shall meet the approval in the field of the Owner's Representative and the Consultant. The Contractor's Representative or Job Superintendent shall have a complete copy of specifications and drawings on the job site at all times.
- C. The Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of the day.
- D. The Contractor shall provide all barricades, caution signs and other temporary measures necessary to protect persons and property from injury and damage during the execution of work under this contract and upon completion of the work, remove all such barricades, caution signs and other temporary measures of every nature. The Contractor shall be responsible for any and all damages to existing work caused by him or his employees during the execution of Work under this Contract.
- E. The Contractor shall inform the Consultant of their proposed methods of protection and obtain his concurrence as to the minimum acceptable requirements. The Contractor shall not however, be relieved of his responsibility for the adequacy of protection.

1.06 WRITTEN GUARANTEE

- A. Provide to the Owner a Warranty by the Installer that the joint sealant system will be free of defects, water penetration, and chemical damage related to design, workmanship, or material deficiency, consisting of, but not limited to
 - 1. Defective installation
 - 2. Debonding from the substrate or delaminating between layers
 - 3. Tear failure resulting from anticipated movement.
 - 4. Surface crazing or other weathering deficiency.
 - 5. Abrasion or tear failure resulting from normal use.
- B. Prime contractor shall furnish a two (2) year warranty on all sealant joint work.
- C. Manufacturer shall provide a five (5) year warranty on sealant joint material.

1.07 MOCK UP

- A. Contractor shall install approximately ten foot of each type of sealant joint for Consultant's and owners review and approval. **Contractor shall not install sealant joints unless authorized to proceed, in writing, by the Consultant.**

PART 2 - PRODUCTS

2.01 SILICONE SEALANT

- A. Primer: Concrete Joint Primer, as required by manufacturer.
- B. Sealant: Silicone Sealant
 - 1. Manufacturer's and Products:
 - a. Dow Corning 790
 - b. Or approved equivalent

2.02 Backer Rod: Closed Cell Expanded Polyethylene

A. Manufacturer's and Products:

1. Nomaco, Closed Cell Backer Rod
2. Or approved equivalent

2.03 Bond Breaker Tape: Polypropylene

A. Manufacturer's and Products:

1. 3M Bond Breaker Tape 8891
2. Or approved equivalent

PART 3 - EXECUTION

3.01 PREPARATION

- A. Remove all traces of all old sealant, dirt, dust, efflorescence and other contaminants from existing joints by utilizing hand cutting tools.
- B. All joints and adjacent substrates shall be clean, sound, dry and free of frost.
- C. Blow joints out just prior to sealant installation.

3.02 PRIMING AND MIXING

- A. Shake or stir primer well before using.
- B. Prime all joints substrates with a brush, covering entire joint surface.
- C. Allow primer to dry adequately, 1-8 hours.

3.03 INSTALLATION

- A. Install backer rod into all joints and set to the correct depth to width ratio.
- B. Utilize masking tape as necessary to protect and keep clean surrounding joint substrates.
- C. Install sealant into prepared joints. Fill all joints and avoid air entrapments.
- D. Tool all sealant joints in to achieve proper joint size and adhesion.

3.04 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.05 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 07 90 00

SECTION 09 90 00 - PAINTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to paint as indicated in the drawings.

1.03 RELATED WORK

A. Related Specification Sections

- | | |
|-------------------------|----------|
| 1. Submittals | 01 30 00 |
| 2. Miscellaneous Metals | 05 05 00 |

1.04 QUALITY ASSURANCE

A. Provide coating systems produced by the same Manufacturer.

B. A sample blast/cleaning pattern shall be provided prior to beginning work and approved by the Engineer and the coating Manufacturer's representative. This sample area shall remain in place during all cleaning phases as the acceptable standard

1.05 SUBMITTALS

A. Product Data: Submit specifications and general recommendations from specified manufacturer.

B. Upon request submit samples for review and approval.

C. Submit for review and approval Manufacturer's standard color chart.

D. Submit for record complete preparation and painting procedure to be followed.

1.06 TRANSPORTATION AND HANDLING

A. Handle and store material per manufacturer's recommendations.

B. Deliver all materials to site in original, unopened containers designated by the Contractor.

C. Provide clean cans and buckets required for mixing coatings and for receiving rags and other waste materials associated with painting. Clean buckets regularly. At the close of each day's work remove used rags and other waste materials associated with painting.

1.07 SAMPLES

A. Upon request provide a 12" by 12" sample color boards for approval by engineer and owner.

PART 2 - PRODUCTS

2.01 EXISTING STEEL PAINT SYSTEM

- A. Manufacturer: TNEMEC
 - 1. Series 135 Chembuild – modified Polyamindoamine Epoxy
 - 2. 4.0 – 6.0 mils per coat.
- B. Or approved equivalent.

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor to inspect work area and report immediately, in writing to engineering any unacceptable conditions. Do not proceed with work until unsatisfactory conditions have been corrected.
- B. No coating system shall be applied without the approval of the Engineer as to the proposed method of the surface preparation.
- C. Before commencing work, make certain that the surface is in proper condition to receive coating system, that surfaces are clean, dry, smooth, and at proper temperature as recommended by Manufacturer.

3.02 PREPERATION

- A. Mask all boundaries to provide straight edges.
- B. Follow manufacturer's recommendations for preparation of existing surfaces.
 - 1. Steel as indicated on the Drawings shall be abrasive blast cleaned in accordance with Steel Structures Painting Council surface preparation specification SSPC SP6, Commercial Blast Clean
 - 2. After blasting and before painting, the surface shall be brushed with clean brushes made of fiber or bristle, or cleaned by vacuum, removing all traces of blast products from the surface as well as corners and pockets.
 - 3. Apply primer within 8 hours of surface preparation.

3.03 APPLICATION

- A. Work shall be done by skilled craftsmen who are qualified to perform the required work and shall be done in a manner comparable to the best standards of practice found in that trade. All material shall be evenly applied so as to be free from sags, runs, crawls, wrinkles, holidays, or any other application defects. All brushed coats shall be of the proper consistency and properly brushed out so as to show the minimum of brush marks. When finished and dried, brush strokes shall appear in the vertical direction only, and there shall be no curved brush marks showing. All coats shall be thoroughly dry before the succeeding coat is applied.
- B. Coating systems shall be applied per the manufacturers written instructions.

3.04 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.05 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 09 90 00

1.08 MOCK-UPS

- A. Contractor to provide a minimum of three 2'x2' mock ups, varying in color/aggregate to match the existing.

1.09 HEALTH AND SAFETY

A. Material Safety Data Sheets:

1. Contractor/Applicator shall obtain and become fully familiar with manufacturer's material safety data sheets which comply with OSHA 29 CFR 1910.1200.
2. Data sheets shall be posted at work area. Data sheets shall be submitted to Owner prior to beginning masonry cleaning work.

- B. Workers: All workers shall be thoroughly experienced in the particular class of work employed on this project. All work shall be done in accordance with these specifications and shall meet the approval in the field of the Owner's Representative and the Consultant. The Contractor's Representative or Job Superintendent shall have a complete copy of specifications and drawings on the job site at all times.

- C. The Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of the day.

- D. The Contractor shall inform the Consultant of their proposed methods of protection and obtain his concurrence as to the minimum acceptable requirements. The Contractor shall not however, be relieved of his responsibility for the adequacy of protection.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Do not use admixtures including, air-entraining agents, accelerators, retarders, water repellent agents, antifreeze components or other admixtures unless approved by engineer.
- B. Manufactured masonry cement will not be allowed.

2.02 MORTAR

A. Type N ASTM C270.

1. Hydrate Lime: Conform to ASTM C207 type S.
2. Cement: White or Gray Portland Cement, conform to ASTM C150 Type I or II, non-staining
3. Sand: Conform to ASTM C144. Sand to be clean. Match color and size to the original mortar.
4. Coloring Pigment: Pure ground mineral oxides, non-fading and alkali proof. Match pigment to existing mortar. Color pigment not to exceed 10% of weight of mortar
5. Water: clean potable and free of oils, acids, alkalis, organic matter or other substances that may be detrimental to the mortar.

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor to inspect work area and report immediately, in writing to engineering any unacceptable conditions. Do not proceed with work until unsatisfactory conditions have been corrected.

3.02 MIXING MORTAR

- A. Provide a measuring device for each type of material so that when filled and struck off the proper portion of material is measured.
- B. Mortar shall be mixed in clean drums. Mix sand and cement then add lime putty followed by water. Mix no more mortar than what can be used in a 2.5 hour period. Do not re-temper mortar by adding water after it has begun to set or after the 2.5 hour time limit.

3.03 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.04 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 04 06 00

SECTION 04 09 00 – MASONRY ACCESSORIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

- A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to install masonry accessories within the masonry walls.

1.03 RELATED WORK

- A. Related Specification Sections

1. Submittals	01 30 00
2. Mortar	04 06 00
3. Brick Masonry	04 20 00
4. Stone Masonry	04 40 00
5. Masonry Restoration	04 90 00
6. Miscellaneous Metals	05 05 00

1.04 REGULATIONS, REFERENACES & STANDARDS

- A. Comply with the following reference standards:

- 1. American Society for Testing Materials (ASTM)
- 2. The Building Code Requirements and Specifications for Masonry Construction TMS 402/602
- 3. The Secretary of the Interior's Standards for the Treatment of Historic Properties.

1.05 SUBMITTALS

- A. Product Data: Submit specifications and general recommendations from specified manufacturer.
- B. Submit samples upon request for review and approval.

1.06 TRANSPORTATION AND HANDLING

- A. Handle accessories in such a way as to avoid bending or damage.
- B. Keep accessories off the ground and in a dry place.
- C. Do not use accessories which contain signs of rust.

PART 2 - PRODUCTS

2.01 EXPANION JOINTS

- A. Sealant – refer to specification section 07 90 00 – Joint Sealants
- B. Compressible filler

- 1. Pre-molded urethane filler strips complying with ASTM D 1056, Type II, Class A Grade 1.

- C. Do not use admixtures including, air entraining agents, accelerators, retarders, water repellent agents, antifreeze compounds or other admixtures without the expressed approval by the engineer.
- 2.02 FLASHING – refer to Specification Section 07 16 00 – Flashing and Sheet Metal
- 2.03 ADJUSTABLE WALL ANCHORS
 - A. HB 213 Adjustable Wall Anchor by Hoffman – Bernard (H-B)
 - 1. Anchor HB213 with ¼" diameter stainless steel tapcons.
 - B. Or Approved Equivalent
- 2.04 WEEPS
 - A. 4" long x 3/8" diameter medium density polypropylene with screens and wicking rope.
- 2.05 VENTS
 - A. UV resistant polypropylene vents. Vent thickness to match mortar joint.
- 2.06 CLIPS/ANCHORS
 - A. Anchors: dowels, cramps, straps, bars and rods shall be Type 302 or 304 stainless steel

PART 3 - EXECUTION

- 3.01 GENERAL
 - A. Contractor to inspect work area and report immediately, in writing to engineering any unacceptable conditions. Do not proceed with work until unsatisfactory conditions have been corrected.
- 3.02 EXPANSION JOINTS
 - A. Install expansion joints as indicated on the drawings.
- 3.03 ADJUSTABLE BRICK ANCHORS
 - A. Install anchors at a minimum of 16" on center, horizontally and vertically.
- 3.04 WEEP TUBES & VENTS
 - A. Install weep tubes within head joints of brick masonry above through wall flashing at a maximum spacing of 24" on center
 - B. Install vents within head joints of brick masonry walls at a maximum spacing of 24" on center.

END OF SECTION 04 09 00

SECTION 04 20 00 – BRICK MASONRY

PART 1 - GENERAL

1. RELATED DOCUMENTS

A. General and Supplementary Conditions apply to this Section.

2. DESCRIPTION OF WORK

A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to install brick masonry within the masonry walls.

3. RELATED WORK

A. Related Specification Sections

1. Submittals	01 30 00
2. Mortar	04 06 00
3. Masonry Accessories	04 09 00
4. Stone Masonry	04 40 00
5. Masonry Restoration	04 90 00
6. Miscellaneous Metals	05 05 00

4. REGULATIONS, REFERENACES & STANDARDS

A. Comply with the following reference standards:

1. American Society for Testing Materials (ASTM)
2. The Building Code Requirements and Specifications for Masonry Construction TMS 402/602
3. The Secretary of the Interior's Standards for the Treatment of Historic Properties.

5. QUALITY ASSURANCE

A. MANUFACTURER

1. Material must be single sourced. Obtain stone units of uniform texture and color or of uniform blend within ranges accepted for these characteristics.

B. INSTALLER

1. A firm with not less than five (5) years successful experience in masonry restoration. Experience shall relate to all other related work and accessories associated with the exterior restoration work. Contractor must be able to document the Project Foreman's experience.

6. SUBMITTALS

A. Product Data: Product Data: Submit specifications and general recommendations from specified manufacturer.

B. Submit material certifications.

C. Upon request submit samples for review and approval.

7. MOCK-UPS

- A. Contractor to provide mock-ups after samples have been reviewed and selected for mock-up.
- B. Where masonry is to match existing, erect mockups adjacent and parallel to existing surface. Existing masonry may need to be cleaned adjacent to mock-up.

8. TRANSPORTATION AND HANDLING

- A. Damaged material must be returned at the expense of the manufacturer or contractor.
- B. Store masonry units on elevated skids or pallets. Protect stored material from weather. If units become wet do not install them until they are dry.

9. HEALTH AND SAFETY

A. Material Safety Data Sheets:

- 1. Contractor/Applicator shall obtain and become fully familiar with manufacturer's material safety data sheets which comply with OSHA 29 CFR 1910.1200.
- 2. Data sheets shall be posted at work area. Data sheets shall be submitted to Owner prior to beginning masonry cleaning work.

B. Workers: All workers shall be thoroughly experienced in the particular class of work employed on this project. All work shall be done in accordance with these specifications and shall meet the approval in the field of the Owner's Representative and the Consultant. The Contractor's Representative or Job Superintendent shall have a complete copy of specifications and drawings on the job site at all times.

C. The Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of the day.

D. The Contractor shall provide all barricades, caution signs and other temporary measures necessary to protect persons and property from injury and damage during the execution of work under this contract and upon completion of the work, remove all such barricades, caution signs and other temporary measures of every nature. The Contractor shall be responsible for any and all damages to existing work caused by him or his employees during the execution of Work under this Contract.

E. The Contractor shall inform the Consultant of their proposed methods of protection and obtain his concurrence as to the minimum acceptable requirements. The Contractor shall not however, be relieved of his responsibility for the adequacy of protection.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All brick material must comply with TMS402/ACI 530/ASCE 5 and TMS602/ACI 530.1/ASCE 6.

2.02 BRICK MASONRY

- A. ASTM C216, Grade SW, Type FBS
- B. Where indicated brick must match existing color, texture and size.

2.03 MASONRY ACCESSORIES – Refer to Specification Section 04 09 00

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor to inspect work area and report immediately, in writing to engineering any unacceptable conditions. Do not proceed with work until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Wet brick before laying if initial rate of absorption exceeds 30g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying
- B. Comply with construction tolerance indicated in TMS602/ACI 530.1/ASCE 6.
- C. Refer to Specification Section 04 90 00 – Masonry Restoration and Cleaning.
- D. Do not install cracked or chipped brick.

3.03 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.04 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 04 20 00

SECTION 04 40 00 – STONE MASONRY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to install stone masonry within the masonry walls.

1.03 RELATED WORK

A. Related Specification Sections

1. Submittals	01 30 00
2. Mortar	04 06 00
3. Masonry Accessories	04 09 00
4. Masonry Restoration	04 90 00
5. Miscellaneous Metals	05 05 00

1.04 QUALITY ASSURANCE

A. MANUFACTURER

1. Material must be single sourced. Obtain stone units of uniform texture and color or of uniform blend within ranges accepted for these characteristics.

B. INSTALLER

1. A firm with not less than five (5) years successful experience in masonry restoration. Experience shall relate to all other related work and accessories associated with the exterior restoration work. Contractor must be able to document the Project Foreman's experience.

1.05 SUBMITTALS

- A. Product Data: Submit specifications and general recommendations from specified manufacturer.
- B. Upon request submit samples for review and approval.
- C. Submit shop drawings of each stone type, size and shape.
- D. Shop drawings must show locations of each item, dimensions, plans, elevations, details, attachment devices and other components.

1.06 MOCK-UPS

- A. Contractor to provide mock-ups after samples have been reviewed and selected for mock-up.
- B. Where masonry is to match existing, erect mockups adjacent and parallel to existing surface. Existing masonry may need to be cleaned adjacent to mock-up.

1.07 TRANSPORTATION AND HANDLING

- A. Damaged material must be returned at the expense of the manufacturer or contractor.
- B. Store masonry units on elevated skids or pallets. Protect stored material from weather. If units become wet do not install them until they are dry.

1.08 HEALTH AND SAFETY

- A. Material Safety Data Sheets:
 - 1. Contractor/Applicator shall obtain and become fully familiar with manufacturer's material safety data sheets which comply with OSHA 29 CFR 1910.1200.
 - 2. Data sheets shall be posted at work area. Data sheets shall be submitted to Owner prior to beginning masonry cleaning work.
- B. Workers: All workers shall be thoroughly experienced in the particular class of work employed on this project. All work shall be done in accordance with these specifications and shall meet the approval in the field of the Owner's Representative and the Consultant. The Contractor's Representative or Job Superintendent shall have a complete copy of specifications and drawings on the job site at all times.
- C. The Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of the day.

PART 2 - PRODUCTS

2.01 STONE MASONRY

- A. Stone: Provide natural building stone units of type, color, surface texture, size and profile to match existing stone units and architectural drawings.
- B. Shims: ¼" thick plastic
- C. Anchors: dowels, cramps, straps, bars and rods shall be Type 302 or 304 stainless steel

2.02 MORTAR – Refer to Specification Section 04 06 00

2.03 MASONRY ACCESSORIES – Refer to Specification Section 04 09 00

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor to inspect work area and report immediately, in writing to engineering any unacceptable conditions. Do not proceed with work until unsatisfactory conditions have been corrected.

3.02 FABRICATION

- A. Cut stone to shape and dimensions. Slope tops of copings $\frac{1}{2}$ " per foot towards the building's roof.
- B. Contractor is responsible to verify all existing conditions and to order material to match existing conditions.

3.03 INSTALLATION

- A. Protect stone work surrounding the stone to be removed.
- B. Carefully remove stone by hand, as indicated on drawings.
- C. Support, shore existing masonry not to be removed.
- D. Thoroughly clean stone, then sponge before setting.
- E. Set each stone plumb, level and true in a full bed of mortar to ensure even bearing. Butter vertical joints before setting.
- F. Match existing masonry work coursing and jointing. Blend new work into existing. Variation of bed and vertical joints shall match existing joints.

3.04 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.05 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 04 40 00

SECTION 04 90 00 – MASONRY RESTORATION & CLEANING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

- A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to preform masonry restoration and cleaning within the masonry walls.

1.03 RELATED WORK

- A. Related Specification Sections

1. Submittals	01 30 00
2. Mortar	04 06 00
3. Masonry Accessories	04 09 00
4. Brick Masonry	04 20 00
5. Stone Masonry	04 40 00
6. Miscellaneous Metals	05 05 00
7. Water Repellants	07 16 00
8. Flashing and Sheet Metal	07 60 00
9. Joint Sealants	07 90 00

1.04 QUALITY ASSURANCE

- A. INSTALLER

1. Work for this project will be performed by a Masonry Restoration Contractor who is pre-qualified by the City of Youngstown, Architect and Engineer.
2. Prequalified Masonry Restoration Contractor for this project are:
 - a. Graciano Corporation
 - (1) Don McDevitt – 412-963-8400
 - b. M-A Building & Maintenance Co.
 - (1) John Wamelink – 216-901-5577
 - c. Western Specialty Contractors
 - (1) Gene Shevchenko – 216-485-1540
 - d. VIP Restoration
 - (1) Elmer Mekker – 216-361-1801
3. To be pre-qualified for this work contractors must submit an AIA 305 to Olsavsky Jaminet Architects, Inc. a minimum of 72 hours prior to bid day. The submission must include (5) projects of similar scope and size (including name of project, owner, project location, architect, contact information, completion date of project and a description of the work scope). Also include resumes of key personnel who will be working on the project.

4. A firm with not less than five (5) years successful experience in masonry restoration. Experience shall relate to all other related work and accessories associated with the exterior restoration work. Contractor must be able to document the Project Foreman's experience.

1.05 REGULATIONS, REFERENACES & STANDARDS

A. Comply with the following reference standards:

1. American Society for Testing Materials (ASTM)
2. The Building Code Requirements and Specifications for Masonry Construction TMS 402/602
3. The Secretary of the Interior's Standards for the Treatment of Historic Properties.

1.06 SUBMITTALS

- A. Product Data: Submit specifications and general recommendations from specified manufacturer.
- B. Upon request submit samples for review and approval.
- C. Upon request Submit shop drawings.
- D. Shop drawings must show locations of each item, dimensions, plans, elevations, details, attachment devices and other components.

1.07 ENVIRONMENTAL REQUIRMENTS

- A. Cold and Hot Weather Procedures: Comply with ACI 530.1-08/ASCE 6-08/TMS 602-08

1.08 MOCK-UPS

- A. Contractor to provide mock-ups after samples have been reviewed and selected for mock-up.
- B. Where masonry is to match existing, erect mockups adjacent and parallel to existing surface. Existing masonry may need to be cleaned adjacent to mock-up.

1.09 TRANSPORTATION AND HANDLING

- A. Damaged material must be returned at the expense of the manufacturer or contractor.
- B. Store masonry units on elevated skids or pallets. Protect stored material from weather. If units become wet do not install them until they are dry.

1.10 HEALTH AND SAFETY

A. Material Safety Data Sheets:

1. Contractor/Applicator shall obtain and become fully familiar with manufacturer's material safety data sheets which comply with OSHA 29 CFR 1910.1200.
2. Data sheets shall be posted at work area. Data sheets shall be submitted to Owner prior to beginning masonry cleaning work.

- B. Workers: All workers shall be thoroughly experienced in the particular class of work employed on this project. All work shall be done in accordance with these specifications and shall meet the approval in the field of the Owner's Representative and the Consultant. The Contractor's Representative or Job Superintendent shall have a complete copy of specifications and drawings on the job site at all times.

- C. The Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of the day.

PART 2 - PRODUCTS

- 2.01 MORTAR – Refer to Specification Section 04 06 00
- 2.02 BRICK MASONRY – Refer to Specification Section 04 20 00
- 2.03 STONE MASONRY – Refer to Specification Section 04 40 00
- 2.04 WATER REPELLANTS – Refer to Specification Section 07 16 00
- 2.05 FLASHING – Refer to Specification Section 07 60 00
- 2.06 STONE PATHCING MATERIAL
 - A. Jahn M70 – Cathedral Stone Products Inc
 - B. Or approved equivalent.

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor to inspect work area and report immediately, in writing to engineering any unacceptable conditions. Do not proceed with work until unsatisfactory conditions have been corrected.
- B. Review the existing masonry with the engineer to determine quantities of scope of work. Document repairs on elevations sheets to submit with monthly pay applications.

3.02 TUCK-POINTING

- A. Remove mortar as indicted on drawings.
- B. Remove deteriorated mortar in exterior brick masonry joints back to a uniform depth of ¾ inch, or until sound, un-weathered mortar is reached. Remove mortar the entire width of the joint.
- C. Cut back existing mortar joints to form right angles, square, at terminations with toothing chisel or pointer's grinder. Do not feather mortar.
- D. If necessary the contractor may be required to use dustless grinders.
- E. Use caution to not nick or damage surrounding brick. If brick is damaged it is the responsibility of the contractor to replace.
- F. Clean joints free from dirt and dust using, brush, vacuum or air.
- G. Pre-wet joints to a surface dry state.
- H. Pack mortar into joints in 1/4" lifts. Compact each layer thoroughly and allow mortar to become thumb print hard before applying the next layer. When the fully packed joint has become thumb-print hard tool the joint to the profile as approved in the mock-up.
- I. Remove excess mortar from the edges of the brick with a brush.
- J. Clean area free of mortar droppings and smears.

K. Cure mortar as necessary for not less than 72 hours.

3.03 BRICK REPLACEMENT

- A. Use care to remove brick masonry units in areas of through-wall flashing replacement, as shown in the Drawings.
- B. Use care to remove brick masonry units in areas as show on drawings for cracks, spalls, displacement, loose units, bearing failure, etc. as shown on drawings.
- C. Use care to remove brick masonry units, and all existing mortar from surrounding joints, at flashing and/or lintel replacement locations.
- D. Do not remove existing masonry in quantities that could potentially weaken the structural integrity of the wall. Install shoring whenever masonry removal exceeds 36 inches. For sections exceeding 5 feet continuous contractor shall provide submittal/written procedure indicating his proposed stabilization method and sequence.
- E. Any damage caused to masonry sections or areas not scheduled for removal and replacement by the Contractor's failure to properly stabilize undisturbed sections shall be repaired at no additional cost to the owner.
- F. Remove face brick by saw cutting through the mortar in the joints surrounding the brick in question.
 - 1. Face brick shall be removed in a saw tooth pattern
 - 2. All existing mortar on adjacent brick that are to remain in place shall be removed and the surfaces prepared for placement of new mortar and brick.
 - 3. Care should be taken not to damage surrounding masonry, windows, etc. Any damage to surrounding materials will be repaired by the Contractor at no cost to the Owner.
 - 4. Weather protection shall be installed to protect the open cavity from water damage when removal cavity is left open over night or when it may rain.
- G. Do not remove existing masonry in quantities that could potentially weaken the structural integrity of the wall. Install shoring as required.
- H. Handle masonry units in a manner to prevent chipping, breakage, soiling or other damage. Do not use pinch or wrecking bars without protecting edges of masonry with wood or other rigid materials.
- I. Install reinforcement, joint reinforcement, anchors and ties per Section 04 09 00 Masonry Accessories.
- J. Cut masonry units, as required, to provide accurate fit and to maintain plane of existing masonry. Cut masonry units with motor-driven saws to provide clean, sharp, un-chipped edges.
 - 1. Cut units as required to provide a continuous pattern and to fit adjoining construction.
 - 2. Install cut units with cut surfaces and, where possible, cut edges concealed.
- K. Pre-wet all masonry prior to placement to prevent improper cure of the mortar.
- L. Comply with construction tolerances as indicated in ACI 530.1-08/ASCE 6-08/TMS 602-08.
- M. Provide uniform distribution of size and shape of masonry units to match existing

- N. Match existing patterns, bonds, and/or special details accurately.
- O. Set all masonry in full bed of mortar. Do not set additional courses of masonry until mortar in courses below is set sufficiently to maintain alignment and prevent extrusion.
- P. Completely fill all head joints of replacement brick masonry with mortar.
- Q. Tool mortar joints to match profile of existing mortar joints, unless otherwise indicated, when thumbprint-hard. Remove excess mortar from edge of joint by brushing.
- R. Allow mortar droppings on face of brick masonry to dry, remove with trowel followed by bristled brush.

3.04 STONE PACTHING

- A. Cut out deteriorated stone and adjacent stone had has begun to deteriorated, as indicated on drawings.
- B. Remove stone to a minimum ¼" depth or as recommended by manufacturer, at the perimeter of the patch. Do not feather patches.
- C. Remove loose particles, soil, debris, oil and other contaminants from existing stone units at locations indicated by cleaning with a stiff brush.
- D. Follow manufacturer's recommendation for patching stone. Stain patches as required to match existing color and texture.
- E. Keep patch damp for 72 hours or until mortar has set.
- F. Unacceptable patches are those with hairline cracks or that show separation from stone edges, and those that do not color and texture of adjoining areas. Remove patches and re-patch to provide patch free of defects.

3.05 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.06 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 04 90 00

SECTION 05 05 00 - MISCELLANEOUS METALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

- A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to install miscellaneous metals.

1.03 RELATED WORK

- A. Related Specification Sections

1. Submittals	01 30 00
2. Mortar	04 06 00
3. Masonry Accessories	04 09 00
4. Brick Masonry	04 20 00
5. Stone Masonry	04 40 00
6. Masonry Restoration	04 90 00
7. Paint	09 90 00

1.04 QUALITY ASSURANCE

- A. INSTALLER

- 1. Use welders with current AWS certifications for welding work.

1.05 SUBMITTALS

- A. For review and approval AWS welder certificate.
- B. Product Data: Submit specifications and general recommendations from specified manufacturer.
- C. Upon request submit samples for review and approval.
- D. Submit shop drawings of each shape or type.
- E. Shop drawings must show locations of each item, dimensions, plans, elevations, details, attachment devices and other components.

1.06 TRANSPORTATION AND HANDLING

- A. Handle so as to not damage steel and/or coating.

PART 2 - PRODUCTS

2.01 STEEL

- A. W-Shapes: ASTM A 992
- B. Channels, Angles: ASTM A 36
- C. Plates and Bars: ASTM A 36

2.02 GALVANIZING

- A. Provide a zinc coating for those items as indicated on Drawings or specified herein to be galvanized; comply with following:
 - 1. Rolled, pressed and forged shapes, plates, bars and strip 1/8" thick and heavier: ASTM A 123
 - 2. Assembled Steel Products: ASTM A 386

2.03 FASTENERS

- A. Anchor Bolts: ASTM F 1554, Grade 36
- B. Steel Bolts/Nuts: ASTM A 307 Grade A

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor to inspect work area and report immediately, in writing to engineering any unacceptable conditions. Do not proceed with work until unsatisfactory conditions have been corrected.

3.02 FABRICATION

- A. Field cutting or hole punching is not allowed.
- B. Weld all shop connections unless indicted or specified otherwise.

3.03 INSTALLATION

- A. Grind exposed joints smooth and touch-up shop paint coat. Do not weld, cut or abrade surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.
- B. Provide temporary bracing or anchors in formwork for items which are to be built into concrete, masonry or similar construction.
- C. Install members, bolts, anchors, etc. to be covered, inserted or built-in as Work progresses.
- D. Install manufactured items in strict accordance with Manufacturer's current written instructions.
- E. Perform cutting, drilling and fitting required for installation. Set Work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels.

3.04 FIELD PAINTING

- A. Damaged galvanized surfaces apply zinc coating by metalizing spray to clean and dry surfaces.

1. Apply zinc alloy repair compound according to Manufacturer's instructions.

- B. Field Touch Up: As soon as possible after being bolted up, all welds, abrasions, bolts, washers, nuts, etc. shall be painted with same coating as used for shop coat. No painting shall be done in freezing weather.

3.05 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.06 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 05 05 00

SECTION 07 16 00 - WATER REPELLANTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

- A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to install clear water repellants within the masonry walls.

1.03 QUALITY ASSURANCE

A. MANUFACTURER

- 1. Manufacturer shall provide qualified technical representatives as required for purposes of advising Installer of procedures and precautions for use of sealant materials.

B. INSTALLER

- 1. A firm with not less than five (5) years successful experience in masonry restoration. Experience shall relate to all other related work and accessories associated with the exterior restoration work. Contractor must be able to document the Project Foreman's experience.

1.04 SUBMITTALS

- A. Product Data: Submit specifications and general recommendations from manufacturers of masonry waterproofing materials.
- B. Package and Labels: Deliver materials in sealed cans or packages with the manufacturer's original labels thereon. Do not remove labels or open packages until the Consultant inspects and approves them.
- C. Product Handling: Use all means necessary to protect all materials before, during and after installation.

1.05 MOCK UP

- A. Contractor shall provide a minimum 4' by 4' mock up are on each type of masonry.
- B. Use manufacturer's application instructions. Let the test area protective treatment cure before inspection. Keep test panels available for comparison throughout the restoration project.

1.06 HEALTH AND SAFETY

A. Material Safety Data Sheets:

- 1. Contractor/Applicator shall obtain and become fully familiar with manufacturer's material safety data sheets which comply with OSHA 29 CFR 1910.1200.
- 2. Data sheets shall be posted at work area. Data sheets shall be submitted to Owner prior to beginning masonry cleaning work.

- B. Workers: All workers shall be thoroughly experienced in the particular class of work employed on this project. All work shall be done in accordance with these specifications and shall meet the approval in the field of the Owner's Representative and the Consultant. The Contractor's Representative or Job Superintendent shall have a complete copy of specifications and drawings on the job site at all times.
- C. The Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of the day.
- D. The Contractor shall provide all barricades, caution signs and other temporary measures necessary to protect persons and property from injury and damage during the execution of work under this contract and upon completion of the work, remove all such barricades, caution signs and other temporary measures of every nature. The Contractor shall be responsible for any and all damages to existing work caused by him or his employees during the execution of Work under this Contract.
- E. The Contractor shall inform the Consultant of their proposed methods of protection and obtain his concurrence as to the minimum acceptable requirements. The Contractor shall not however, be relieved of his responsibility for the adequacy of protection.

1.07 WRITTEN GUARANTEE

- A. Manufacturer shall provide a five (5) year warranty on water repellent material.

PART 2 - PRODUCTS

2.01 CONSOLIDATION TREATMENT

A. Products:

1. CV 100 Consolidation Treatment – Prosoco Inc.
2. Or approved equivalent

PART 3 - EXECUTION

3.01 PREPARATION

- A. Remove all traces of all old sealant, dirt, dust, efflorescence and other contaminates from existing joints by utilizing hand cutting tools.
- B. Use any necessary chemical cleaners as recommended by manufacturer. Contractor must obtain written approval from consultant prior to using chemical cleaners.
- C. Contractor is responsible for protecting adjacent substrates, buildings, vehicles, pedestrians, vegetation etc.
- D. Refer to manufacturers recommendations.

3.02 APPLICATION – CONSOLIDATION TREATMENT

- A. Apply by using low-pressure spray, brush or dipping. Larger surfaces should be treated using low-pressure spray equipment, small areas with spray tanks. Mobile objects such as sculptures are best treated indoors by dipping or with the use of compresses.
- B. Apply in repeated applications referred to as "cycles." A cycle consists of three successive saturating applications at 5-15 minute intervals. Typical treatments involve two or three cycles (6-9 separate applications).

- C. Allow 20 to 60 minutes between cycles. Laboratory testing will determine the optimum delay between applications and cycles.
- D. Apply H100 until excess material remains visible on the surface for 60 minutes following the last application.
- E. Immediately flush excess surface materials using industrial grade MEK (methyl ethyl ketone) or mineral spirits.

3.03 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.04 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 07 16 00

SECTION 07 60 00 - FLASHING AND SHEET METAL

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Extent of each type of flashing and sheet metal work is indicated on drawings and by provisions of this Section.

1.02 RELATED WORK

A. Related Specification Sections

- | | |
|------------------------|----------|
| 1. Submittals | 01 30 00 |
| 2. Brick Masonry | 04 20 00 |
| 3. Stone Masonry | 04 40 00 |
| 4. Masonry Restoration | 04 90 00 |

1.03 REGULATIONS, REFERENACES & STANDARDS

A. Comply with the following reference standards:

1. The current additional of the NRCA Roofing and Waterproofing Manual.
2. The current edition of the Architectural Sheet Metal Manual.
3. ASTM B653: Standard Specification for Steel Sheet, Galvanized.
4. ASTM B209: Standard Specification for Aluminum and Aluminum Alloy Sheet and Plate.
5. ASTM B32: Standard Specification for Solder Metal.

1.04 SUBMITTALS

- A. Product Data: Flashing, Sheet Metal, and Accessories: Submit manufacturer's product data, installation instructions, and general recommendations for each specified sheet material and fabricated product.
- B. Samples: Flashing, Sheet Metals, and Accessories: Submit 8" square samples of specified sheet materials to be exposed as finished surfaces. Submit 12" long completely finished units of specified factory-fabricated products exposed as finished work.
- C. Shop Drawings: Flashing, Sheet Metal, and Accessories: Shop drawings are required to show layout, joining profiles, and anchorage's of fabricated work including major counter-flashings, trim/fascia units, gutters, downspout, and scuppers. New expansion joints in flashing and sheet metal shall align with existing expansion joints and control joints in adjacent construction. Layouts at 1/4" scale, details at 3" scale.
- D. Assignment: The Contractor shall not subcontract any part or phase of the work without prior approval by the Consultant and the Owner.

1.05 JOB CONDITIONS

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance, durability of the work, and protection of materials and finishes.

PART 2 - PRODUCTS

2.01 PRODUCTS

A. FLASHING, DRIP EDGES & END DAMNS

1. Stainless Steel: ASTM A67 Type 304, 24 gauge 2B finish.

B. Miscellaneous

1. Bituminous paint: Fed. Spec. TT-C-494B, Type II.
2. Mastic: asphalt base mixture complying with ASTM D4586, Type I.
3. Metal joint sealant: a non-drying, non-skinning, non-oxidizing, butyl sealant complying with AAMA Specification 808.3, such as Protective Treatments, Inc. "PTI 707".
4. Expansion shields: Fed. Spec. FF-S-325, machine bolt type, tubular type, or self-drilling tubular type.
5. Solder: ANSI/ASTM B32 50/50

2.02 FABRICATED UNITS

- A. General Metal Fabrication: Shop fabricate work to greatest extent possible. Comply with details shown and with applicable requirements of SMACNA Architectural Sheet Metal Manual and other recognized industry practices. Fabricate for waterproof and weather-resistant performance with expansion provisions for running work sufficient to permanently prevent leakage, damage, or deterioration of work.
- B. Form work to fit substrates. Comply with material manufacturer's instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil-canning, buckling, and tool marks, true to line, and levels indicated with exposed edges folded back to form hems.
- C. Form pieces in minimum 10' lengths.
- D. Hem exposed edges ½" to form a drip edge.
- E. Solder all joints in end dams.

2.03 SEAMS

- A. Fabricate immobile seams in sheet metal with flat-lock seams. For metal other than aluminum, trim edges to be seamed, for seams, and solder. Form aluminum seams with epoxy seam sealer, rivet joints for additional strength where required.

2.04 EXPANSION PROVISIONS

- A. Where lapped or bayonet-type expansion provisions in work cannot be used or would not be sufficiently water-weatherproof, form expansion joints of intermeshing-hooked flanges not less than 1" deep and filled with mastic sealant (concealed within joints). Alignment of joints shall coincide with control joints in adjacent construction.

2.05 SEALANT JOINTS

- A. Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant in compliance with SMACNA standards.

2.06 SEPARATIONS

- A. Provide for separation of metal from incompatible metal or corrosive substrates by coating concealed surfaces at locations of contact with bituminous coating or other permanent separation as recommended by the manufacturer/fabricator.

PART 3 – EXECUTION

3.01 GENERAL

- A. Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations and with SMACNA Architectural Sheet Metal Manual. Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently waterproof and weather tight.
- B. Field measure site conditions prior to fabricating flashing.
- C. Furnish and install sheet metal work to provide weatherproof installations warranted against leaks and weather damage through severe temperature and weather conditions.
 - 1. Overlap seams in direction of water flow.
 - 2. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.
- D. Provide a minimum of 4" laps. Apply mastic at all laps.

3.02 FLASHING

- A. Cut a reglet in the surface or in the masonry joint to a depth of 1-1/2". Flashing is to be held in place by wedges and the reglet filled with sealant.
- B. Provide end dams at the limits of through-wall flashing.

3.03 CAULKING

- A. See Section 07 90 00. Color to match sheet metal color.

3.04 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Protection: Installer shall advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work done during construction to ensure that work will be without damage or deterioration other than natural weathering at the time of substantial completion.

END OF SECTION 07 60 00

SECTION 07 90 00 - SEALANT JOINTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

- A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to install sealants within the masonry walls.

1.03 QUALITY ASSURANCE

A. MANUFACTURER

- 1. Manufacturer shall provide qualified technical representatives as required for purposes of advising Installer of procedures and precautions for use of sealant materials.

B. INSTALLER

- 1. A firm with not less than five (5) years successful experience in installation of sealant joints. Experience shall relate to all other related work and accessories associated with the exterior restoration work. Contractor must be able to document the Project Foreman's experience with the application of sealant joints,

1.04 SUBMITTALS

- A. Product Data: Submit specifications and general recommendations from specified manufacturer.
- B. Package and Labels: Deliver materials in sealed cans or packages with the manufacturer's original labels thereon. Do not remove labels or open packages until the Consultant inspects and approves them.
- C. Product Handling: Use all means necessary to protect all materials before, during and after installation.
- D. Color Selection: Submit sealant color charts for Consultants review and selection.

1.05 HEALTH AND SAFETY

A. Material Safety Data Sheets:

- 1. Contractor/Applicator shall obtain and become fully familiar with manufacturer's material safety data sheets which comply with OSHA 29 CFR 1910.1200.
- 2. Data sheets shall be posted at work area. Data sheets shall be submitted to Owner prior to beginning masonry cleaning work.

- B. Workers: All workers shall be thoroughly experienced in the particular class of work employed on this project. All work shall be done in accordance with these specifications and shall meet the approval in the field of the Owner's Representative and the Consultant. The Contractor's Representative or Job Superintendent shall have a complete copy of specifications and drawings on the job site at all times.
- C. The Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of the day.
- D. The Contractor shall provide all barricades, caution signs and other temporary measures necessary to protect persons and property from injury and damage during the execution of work under this contract and upon completion of the work, remove all such barricades, caution signs and other temporary measures of every nature. The Contractor shall be responsible for any and all damages to existing work caused by him or his employees during the execution of Work under this Contract.
- E. The Contractor shall inform the Consultant of their proposed methods of protection and obtain his concurrence as to the minimum acceptable requirements. The Contractor shall not however, be relieved of his responsibility for the adequacy of protection.

1.06 WRITTEN GUARANTEE

- A. Provide to the Owner a Warranty by the Installer that the joint sealant system will be free of defects, water penetration, and chemical damage related to design, workmanship, or material deficiency, consisting of, but not limited to
 - 1. Defective installation
 - 2. Debonding from the substrate or delaminating between layers
 - 3. Tear failure resulting from anticipated movement.
 - 4. Surface crazing or other weathering deficiency.
 - 5. Abrasion or tear failure resulting from normal use.
- B. Prime contractor shall furnish a two (2) year warranty on all sealant joint work.
- C. Manufacturer shall provide a five (5) year warranty on sealant joint material.

1.07 MOCK UP

- A. Contractor shall install approximately ten foot of each type of sealant joint for Consultant's and owners review and approval. **Contractor shall not install sealant joints unless authorized to proceed, in writing, by the Consultant.**

PART 2 - PRODUCTS

2.01 SILICONE SEALANT

- A. Primer: Concrete Joint Primer, as required by manufacturer.
- B. Sealant: Silicone Sealant
 - 1. Manufacturer's and Products:
 - a. Dow Corning 790
 - b. Or approved equivalent

2.02 Backer Rod: Closed Cell Expanded Polyethylene

A. Manufacturer's and Products:

1. Nomaco, Closed Cell Backer Rod
2. Or approved equivalent

2.03 Bond Breaker Tape: Polypropylene

A. Manufacturer's and Products:

1. 3M Bond Breaker Tape 8891
2. Or approved equivalent

PART 3 - EXECUTION

3.01 PREPARATION

- A. Remove all traces of all old sealant, dirt, dust, efflorescence and other contaminants from existing joints by utilizing hand cutting tools.
- B. All joints and adjacent substrates shall be clean, sound, dry and free of frost.
- C. Blow joints out just prior to sealant installation.

3.02 PRIMING AND MIXING

- A. Shake or stir primer well before using.
- B. Prime all joints substrates with a brush, covering entire joint surface.
- C. Allow primer to dry adequately, 1-8 hours.

3.03 INSTALLATION

- A. Install backer rod into all joints and set to the correct depth to width ratio.
- B. Utilize masking tape as necessary to protect and keep clean surrounding joint substrates.
- C. Install sealant into prepared joints. Fill all joints and avoid air entrapments.
- D. Tool all sealant joints in to achieve proper joint size and adhesion.

3.04 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.05 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 07 90 00

SECTION 09 90 00 - PAINTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

- A. Work related to this section includes furnishing all labor, materials, equipment and supervisions to paint as indicated in the drawings.

1.03 RELATED WORK

- A. Related Specification Sections

- 1. Submittals 01 30 00
- 2. Miscellaneous Metals 05 05 00

1.04 QUALITY ASSURANCE

- A. Provide coating systems produced by the same Manufacturer.
- B. A sample blast/cleaning pattern shall be provided prior to beginning work and approved by the Engineer and the coating Manufacturer's representative. This sample area shall remain in place during all cleaning phases as the acceptable standard

1.05 SUBMITTALS

- A. Product Data: Submit specifications and general recommendations from specified manufacturer.
- B. Upon request submit samples for review and approval.
- C. Submit for review and approval Manufacturer's standard color chart.
- D. Submit for record complete preparation and painting procedure to be followed.

1.06 TRANSPORTATION AND HANDLING

- A. Handle and store material per manufacturer's recommendations.
- B. Deliver all materials to site in original, unopened containers designated by the Contractor.
- C. Provide clean cans and buckets required for mixing coatings and for receiving rags and other waste materials associated with painting. Clean buckets regularly. At the close of each day's work remove used rags and other waste materials associated with painting.

1.07 SAMPLES

- A. Upon request provide a 12" by 12" sample color boards for approval by engineer and owner.

PART 2 - PRODUCTS

2.01 EXISTING STEEL PAINT SYSTEM

A. Manufacturer: TNEMEC

1. Series 135 Chembuild – modified Polyamindoamine Epoxy
2. 4.0 – 6.0 mils per coat.

B. Or approved equivalent.

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor to inspect work area and report immediately, in writing to engineering any unacceptable conditions. Do not proceed with work until unsatisfactory conditions have been corrected.
- B. No coating system shall be applied without the approval of the Engineer as to the proposed method of the surface preparation.
- C. Before commencing work, make certain that the surface is in proper condition to receive coating system, that surfaces are clean, dry, smooth, and at proper temperature as recommended by Manufacturer.

3.02 PREPERATION

- A. Mask all boundaries to provide straight edges.
- B. Follow manufacturer's recommendations for preparation of existing surfaces.
 1. Steel as indicated on the Drawings shall be abrasive blast cleaned in accordance with Steel Structures Painting Council surface preparation specification SSPC SP6, Commercial Blast Clean
 2. After blasting and before painting, the surface shall be brushed with clean brushes made of fiber or bristle, or cleaned by vacuum, removing all traces of blast products from the surface as well as corners and pockets.
 3. Apply primer within 8 hours of surface preparation.

3.03 APPLICATION

- A. Work shall be done by skilled craftsmen who are qualified to perform the required work and shall be done in a manner comparable to the best standards of practice found in that trade. All material shall be evenly applied so as to be free from sags, runs, crawls, wrinkles, holidays, or any other application defects. All brushed coats shall be of the proper consistency and properly brushed out so as to show the minimum of brush marks. When finished and dried, brush strokes shall appear in the vertical direction only, and there shall be no curved brush marks showing. All coats shall be thoroughly dry before the succeeding coat is applied.
- B. Coating systems shall be applied per the manufacturers written instructions.

3.04 PROTECTION AND CLEAN UP

- A. It shall be the Contractor's responsibility to protect all property and surfaces from drippings by means of masking, shielding or screening. Any drippings adhering to surfaces not intended to receive materials shall be removed by the Contractor to the Owner's satisfaction.
- B. During the course of the job, the Contractor shall maintain good housekeeping practices. Debris shall not be allowed to accumulate, but will be removed from the site on a daily basis. Upon job completion, all areas shall be left clean to the satisfaction of the Owner's representative.

3.05 INTENT OF SPECIFICATIONS

- A. It is the intent of these specifications to call out the performance criteria desired for the sealant joints. It is the Contractor's responsibility to make all measurements and supply materials as specified including all changes made in writing prior to the bid.

END OF SECTION 09 90 00



EXHIBIT A

CONTRACT



Contract

<u>DESCRIPTION</u>	<u>PAGES</u>
Legislative Certification	4-1
Contract	4-2 / 4-4
Approval of Law Director	4-5
Financial Certification	4-6

NOTE:

PAGES 4-1 THROUGH 4-6 ARE TO BE FILLED OUT COMPLETELY AFTER AN ACCEPTABLE BID IS REVIEWED AND CONTRACT IS AWARDED.

LEGISLATIVE CERTIFICATION

I hereby certify that the Council of the City of Youngstown, Ohio, did, by the passage of Ordinance Number _____ on _____, authorize the Board of Control to advertise for bids and enter into a Contract for the Project herein described.

CLERK OF COUNCIL

CONTRACT

THIS AGREEMENT, made and executed at Youngstown, Ohio, this _____ day of _____ 2015 by and between the City of Youngstown, a municipal corporation situated in Mahoning County, State of Ohio, (hereinafter the "City"), and,

(hereinafter "Contractor"), a corporation, partnership or individual, whose address is

In consideration of the mutual covenants herein contained, the City and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall, for the price stipulated in the Proposal and Contract Documents for **FAÇADE RESTORATION TO YOUNGSTOWN CITY HALL ANNEX**

(PROJECT NAME)

and under penalty as expressed in the bond referenced therein: furnish at his own cost and expense, all the necessary materials, labor, superintendence, tools and appliances; and shall execute, construct, finish and test in an expeditious, substantial and workmanlike manner, the entire work described in the Contract Documents, and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents.

ARTICLE 2

2.1 The Contractor shall commence the work within TEN (10) days from the date the Deputy Director of Public Works issues a Notice to Commence Work for the Project. The Contractor shall perform the work within the time and in the manner specified, and in conformity with the requirements set forth in the Contract Documents, and all to the acceptance of the City.

The Contractor shall proceed with the contract work in a prompt and diligent manner and shall do the several parts thereof at such times, and in such order as the Deputy Director of Public Works may direct.

ARTICLE 3

3.1 The Contractor shall complete the whole of said work in accordance with the Contract Documents. In the event that the Contractor has not completed the work within ONE HUNDRED TWENTY (120) consecutive

Contract (continued)

days after the date specified in the contract, the City shall be entitled to retain or recover from the Contractor as liquidated damages and not as a penalty, an amount equal to FIVE HUNDRED (\$500.00) Dollars per day, plus all costs for a project inspector, for each and every day (Sundays and legal holidays excepted) the completion of work is delayed beyond the time stipulated.

- 3.2 The amount of liquidated damages is agreed upon by and between the parties because of the impracticality and extreme difficulty of ascertaining the actual amount of damages the City would sustain.
- 3.3 The City will not be liable to the Contractor for any neglect, default, delay or interference of or by any other contractor, nor shall any such neglect, default, delay or interference of any other contractor or alteration which may be required in said work release the Contractor from the obligation to complete the work within the time aforesaid or from the damage to be paid in default thereof.

ARTICLE 4

- 4.1 The Contract Documents and this Contract embody the entire understanding of the parties and form the basis for this Contract between the City and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully re-written.
- 4.2 The Contract, and any modifications, amendments, or alterations thereto shall be governed, construed and enforced by and under the Charter of the City of Youngstown.
- 4.3 The Contract shall become binding and effective upon delivery to the Contractor after execution by the City's Board of Control, and approval by the Law Director of the City of Youngstown.

(INTENTIONALLY LEFT BLANK)

Contract (continued)

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above mentioned.

City of Youngstown, Board of Control

Date: _____

ATTEST

ATTEST

APPROVED AS TO FORM

Law Director

APPROVED AS TO PROPOSAL, PLANS, AND SPECIFICATIONS

Deputy Director of Public Works

APPROVAL AS TO BOND AND INSURANCE REQUIREMENT

Acting Risk Manager

Mayor

Law Director

Finance Director

Contractor

Company Name

Authorized Signature

Typed/Printed

APPROVAL OF DIRECTOR OF LAW

I, the undersigned MARTIN HUME the duly authorized and acting legal representative of the City of Youngstown, Ohio, do hereby certify as follows:

I have examined the entirety of the Contract Documents Book covering the performance of the Project, and I am of the opinion that each of the agreements contained therein have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the agreements contained therein constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

DIRECTOR OF LAW

Dated at Youngstown, Ohio, this ___ day of _____, 20 ___.

FINANCIAL CERTIFICATION

I hereby certify that there stands to the credit of the proper fund, namely _____
_____ Fund of the City of Youngstown, the sum of _____
_____ (_____) Dollars to meet the obligation
of this Contract, which is unappropriated for any other purpose.

DIRECTOR OF FINANCE

EXHIBIT B

MFBE PARTICIPATION

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
As Per Section 547.21

All contracts entered into by the City involving the expenditure of the amount of funds requiring advertising and competitive bidding under the Youngstown Home Rule Charter shall incorporate equal opportunity clauses, which read as follows:

- A. The contractor or vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin or place of birth. The contractor or vendor shall take affirmative action in accordance with the terms outlined in its proposal and the provisions of this contract to insure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, national origin or place of birth. Such action shall include, but 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 or vendor agrees to post in conspicuous places, available to employees and applicants, notices to be provided by the City setting forth the provisions of the non-discrimination clauses.
- B. The contractor or vendor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor or vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, ancestry, national origin or place of birth.
- C. The contractor or vendor 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 to be provided by the City advising the labor union or workers' representative of the contractor's or vendor's commitments and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or vendor shall comply with rules, regulations and relevant orders promulgated by the Human Relations Commission, pursuant to its duties created by ordinance.
- E. The contractor or vendor shall file and shall cause each of his subcontractors and material suppliers to file compliance reports with the Human Relations Commission as may be directed. Compliance reports shall be filed within such times and shall contain such information as to the practices, policies, programs and employment policies, programs and employment statistics of the contractor, vendor, material supplier or subcontractor and shall be in such form as the Human Relations Commission may prescribe.

F. The contractor or vendor shall furnish all information and reports required by this contract and by the rules, regulations and orders of the Human Relations Commission pursuant hereto and shall permit reasonable access to his books, records and accounts by the Human Relations Commission or its representative, as necessary for purposes of investigation to ascertain compliance with this contract and rules, regulations or orders.

G. In the event of the contractor's or vendor's failure to comply with the equal employment opportunity and affirmative action provisions of this contract, including the affirmative action undertaking outlined in its proposal or with any of the rules, regulations or orders herein referred to, it is agreed that the City at its option, may do any or all of the following:

1. Cancel, terminate or suspend this contract, in whole or in part, except if this contract constitutes a lease of real estate for a period exceeding three years. Nothing herein contained shall prevent the City from enforcing the terms and conditions of any such lease by injunction or other appropriate relief.
2. Declare the contract or vendor ineligible for further City contracts.
3. Recover from the contractor or vendor by setoff against the unpaid portion of the contract price or otherwise pursuant to this contract, the sum of \$50 per day, as liquidated damages and not as a penalty for each day that the contractor or vendor shall fail to comply with these provisions of the contract as determined by the Human Relations Commission in accordance with its rules and regulations, the said sum being fixed and agreed upon by and between the contract and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain in the event of such a breach of contract and that amount is agreed to be the amount of damages which the City would sustain.
4. Impose such other sanctions as may be imposed by the Human Relations Commission pursuant to ordinances passed by City Council or seek such other remedies as may be provided by law.

H. The contractor or vendor shall include the provision of this contract in every subcontract, so that such provisions shall be binding upon each subcontractor. The contractor or vendor shall take such action with respect to any subcontractors as the Human Relations Commission may direct as a means of enforcing such provisions, including sanctions for non-compliance. However, in the event the contractor or vendor becomes involved in or is threatened with litigation with a subcontractor as a result of such direction by the Human Relations Commission, the contractor or vendor may request the City to enter into such litigation to protect the interests of the City.

EQUAL EMPLOYMENT CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be 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 by the contracting officer setting forth the provisions of this non-discrimination clause.
- (2) The contractor will, 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, religion, color, sex or national origin.
- (3) The contractor shall send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this section and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 as amended and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 as amended and by rules, regulations and orders of the Secretary of Labor or pursuant hereto and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event the contractor's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized by Executive Order 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended or by rules, regulations or orders of the Secretary of Labor or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 104 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:

- a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority;
- c. "Employer Identification Number" means the federal social security number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, he shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, his affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with his obligations under the EEO clause and to make a good faith effort to achieve each goal under the plan to which he has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the plan goals and timetables.

NOTE: HOMETOWN PLANS ARE NO LONGER SPECIFIED BY THE U.S. DEPARTMENT OF LABOR AND HAVE BEEN REPLACED BY THE DESIGNATION OF "COVERED AREAS."

4. The contractor shall implement the specific affirmative action standards provided in Paragraphs "7a" through "p" of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which he has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting his goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon his effort to achieve maximum results from his actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or his unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file on the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet his obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under "7b" above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting his EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct his recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment

needs. Not later than one month prior to the date for the acceptance of application for apprenticeship or other training by any recruitment source the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after-school, summer and vacation employment to minority and female youth both on the site and in other areas on a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all 'supervisors' adherence to and performances under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations ("7a" through "p"). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under "7a" through "p" of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet his individual goals and documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established (see following notice). The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner. (For example, even though the contractor has achieved his goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.)
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
13. The contractor in fulfilling his obligations under these specifications shall implement specific affirmative action steps at least as extensive as those standards prescribed in Paragraph "7" of these specifications, so as to achieve maximum results from his efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily and understandable and retrievable form; however, to the degree that existing records satisfy this requirements, contractor shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
EXECUTIVE ORDER 11246**

1. The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

<u>Time Table</u>	<u>FEMALE</u> <u>Trade</u>	<u>Percentage</u>
Until Further Notice	All	5% - 10%
<u>Time Table</u>	<u>MINORITIES</u> <u>Trade</u>	<u>Percentage</u>
Until Further Notice	All	25% - 35%

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, he shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both his federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on his implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and his efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of his projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the

Tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the subcontract is to be performed.

4. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is Mahoning County.

CITY OF YOUNGSTOWN
MINORITY BUSINESS ENTERPRISE PROGRAM

Policy Statement

- a.) It will be the policy of the City of Youngstown to encourage and increase the participation of businesses, owned and controlled by minorities and females in construction and supply contracts funded by the City. Executive order 11625, Section 6, defines Minority and Female Business Enterprise as follows:

A business enterprise that is owned or controlled by one or more socially or economically disadvantaged person, such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, Negroes, Puerto Ricans, and any other socially and economically disadvantage individuals, Spanish-speaking Americans, American Indians, Eskimos and Aleuts. Federal law and Executive Order 11625 makes it mandatory for state and local governmental agencies receiving federal funds to develop a comprehensive plan to encourage minority and female business enterprise. The City of Youngstown's MFBE plan complies with those federal laws and the presidential proclamation plan.

- b.) To ensure that the City commitments to Minority and Female Business Enterprise are carried out in good faith, the Affirmative Action Office is hereby directed to see that the following actions are taken:

There is prime contractor's compliance with the Minority and Female Business Enterprise program.

- a. This shall consist of, but not limited to, the following:

Require percentage goals for prime contractors with respect to minority subcontracting.

- b. All prime contractors will present for approval by the City's Affirmative Action Office, as a part of their response to bid invitations, a written commitment to utilize Minority and Female Business Enterprise.

- (1) If a contract is awarded, a written commitment to utilize Minority and Female Business Enterprise will be monitored by the Affirmative Action Office.
- (2) If a contractor receives more than one contract to do business with the City, and the nature of each contract is different, the contractor must submit a written commitment for Minority and Female Business Enterprise with each contract.

- (3) Each commitment or affirmative action plan of the various prime contractors shall be reassessed at least yearly to assure compliance with the intent of this Minority and Female Business Enterprise program.
- (4) The prime contractor may request assistance from the City of Youngstown's Affirmative Action Office in preparing their written commitment toward Minority and Female Business Enterprise.

Reporting

The Affirmative Action Coordinator shall submit, along with regular quarterly report, a report describing the activities undertaken toward and progress achieved toward meeting the goals of this Minority and Female Business Enterprise program to the Mayor.

Goals and Timetables

Goals will be based on a range of 15-25% (five (5) years) allowing for social and economic conditions of the total business community, specifically. Any deviation from this format must be justified by the Affirmative Action Coordinator.

September 21, 1980, to September 20, 1985	15%-25%
September 21, 1985, to September 20, 1990	25%-35%
September 21, 1990, to September 20, 1995	25%-35%
Until Further Notice	25%-35%

Goals and Timetables

Women Business Enterprise (WBE):

1985-1990	5%-10%
1990-1995	5%-10%
Until Further Notice	5%-10%

INSTRUCTIONS TO BIDDERS

Minority and Female Business Enterprises (MBE/FBE) Certification

Only those Minority and Female Business Enterprises (MBE/FBE) certified by the State of Ohio Department of Administrative Services will be eligible for the fulfillment of the MBE/FBE participation goal. MBE/FBE listing may be obtained by searching the State of Ohio's database located at: <http://eodreporting.oit.ohio.gov/searchMBE.aspx>

If an uncertified MBE/FBE elects to compete for the contract, they may do so, but any bid submitted will not be counted towards fulfillment of the FBE/MBE participation goal.

To apply for an MBE/FBE certification contact:

Ohio Department of Administrative Services
4200 Surface Road
Columbus, Ohio 43228
Phone: 614-466-8380
Fax: 614-728-5628
Email: eod@das.ohio.gov

The City of Youngstown, Monitor Assistant Coordinator, Mark D'Apollito, 330.742.8874, mdapolito@cityofyoungstownoh.com is available to assist businesses with MBE, FBE, and EDGE questions.

Upon receipt of an MBE/FBE the Monitor Assistant Coordinator may verify the information with the Ohio Department of Administrative Services.

MBE/FBE Participation Goal

The City of Youngstown encourages contractors to be innovative in their efforts to meet the goal(s) of the MBE/FBE Program.

Bidders who are **subcontracting** work to a Minority or Female Business Enterprises are required to complete and submit prior to signing of the contract, the Participation Agreement form in Section 6. The **MBE/FBE Subcontractor** to be utilized shall complete the form and submit **prior to the City executing the contract**.

Bidders who **fail to meet** the goal or goals shall submit a completed *Evidence of Good Faith Effort* form in Section 6-12f prior to contract execution to the Monitor Assistant Coordinator.

Must be submitted prior to execution of contract

MBE/FBE PARTICIPATION AGREEMENT

Project Name _____ Total Amount of Bid/Proposal \$ _____

Name of Business Submitting Proposal _____

Address _____

City _____ State _____ Zip Code _____

Telephone with Area Code: _____

Firm Owned by: _____ Majority _____ MBE _____ FBE

Amount to be Subcontracted to MBE/FBE: \$ _____

Service(s) to be Rendered by MBE/FBE: _____

Supply(ies) to be Furnished by MBE/FBE _____

Name _____ Title _____

(Type or Print)

Signature _____

(Must be an original signature, preferable in blue ink)

Must be submitted prior to execution of contract

MBE/FBE SUBCONTRACTOR TO BE UTILIZED

(Must be certified by the City of Youngstown, MBE/FBE Program Office or its designee)

Name of MBE/FBE Subcontractor _____

Address _____

City _____ State _____ Zip Code _____

Telephone with Area Code: _____

The undersigned herewith agrees to subcontract with the above named bidder for the above said service(s) or supply(ies) To be furnished to the City of Youngstown.

MBE/FBE Subcontractor's Name _____ Title _____
(Type or Print)

MBE/FBE Subcontractor's Signature _____
(Must be an original signature, preferably in blue ink)

Good Faith Effort

When the CITY selects the lowest and best bidder, the bidder must submit an MBE/FBE participation agreement which includes contract specific goals. The participation agreement must be submitted prior to the execution of the contract.

Selected Bidders who cannot meet the goal or goals must submit a completed, “**Evidence of Good Faith Effort**” form and the “**Application for Waiver**”

The “**Evidence of Good Faith Effort**” form describes the evidence of the total efforts made toward meeting the MBE/FBE participation goal or goals and includes, for example, those MBE/FBEs contacted but considered unavailable to provide the goods or services requested by the prime bidder.

Application for Waiver: If the contractor, consultant, supplier, or vendor does not meet the project goal or goals, the bidder or offeror may seek a partial or total waiver of the project goal or goals. The application for waiver of all or part of the project goal or goals shall include full documentary evidence of the bidder's or offeror's good faith efforts to meet the project goal or goals and why the request for waiver should be granted. The Application For Waiver shall be notarized and submitted with the Evidence of Good Faith Effort form to MYCAP prior to execution of the contract. Additional explanation, affidavits, exhibits, or other materials may be required by the MYCAP to substantiate the request for total or partial waiver of the MBE/FBE goals.

Bidders should contact MYCAP immediately for guidance and assistance in the event that:

1. The bidder anticipates or has difficulty in identifying and/or obtaining certified MBE/FBEs for subcontract participation.
2. The bidder is unable to identify portions of the contract that can be subcontracted for participation.

The City may elect not to execute a contract with a Bidder who fails to meet participation goals or obtain a waiver and award the contract to the next lowest and best bidder, if there will be no adverse financial impact on the City, or may elect to reject all bids.

EVIDENCE OF GOOD FAITH EFFORT

Company Name	Project Description														
<u>In an attempt to meet the MBE/FBE goals, the following steps were taken:</u>															
<ol style="list-style-type: none"> 1. Our company was represented at the pre-bid or pre-proposal meeting. 2. A current list of City certified MBE/FBEs was obtained from MYCAP. 3. Efforts were made to select portions of the work and notify MBE/FBEs of our intentions to subcontract specific goods and/or services through: <ol style="list-style-type: none"> a) Advertisement in media and/or trade publications b) Providing information relative to any plans and specifications for c) this project, including the anticipated starting time and duration of the work or provision of goods or services. c) Direct contact with MBE/FBEs to solicit and negotiate participation. (Document on Page 2 of this form all attempts to solicit MBE/FBEs) 	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>	Yes	No	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Yes	No														
_____	_____														
_____	_____														
_____	_____														
_____	_____														
_____	_____														
_____	_____														

<u>The MBE/FBE Goal should not apply to this project because:</u>	Check One			
<ol style="list-style-type: none"> 1. Due to the nature of this bid or proposal, subcontracting opportunities are not available to any subcontractor (explain below). 2. Due to the nature of our product or the manner in which our business is conducted, Subcontracting is not feasible (explain below). 3. Other (explain below). 	<table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

Additional explanation, affidavits, exhibits or other materials may be required by the MFBE Program Office to substantiate the above.

REQUEST FOR WAIVER

I certify that the information given herein is true and correct, and hereby request a total/partial waiver of The MBE/FBE participation goal or goals for this project.

X _____
Signature Date

Notary
X _____
(Seal) My Commission Expires

EVIDENCE OF GOOD FAITH EFFORT

FIRM NAME & ADDRESS	PHONE	CONTACT PERSON	SERVICES/ PRODUCTS REQUESTED	DATE CONTACTED	REASON UNAVAILABLE

EXHIBIT C

PREVAILING WAGE

RATES

SECTION 5
Prevailing Wage Rates

STATE AND OR LOCALLY FUNDED PROJECTS

<u>DESCRIPTION</u>	<u>PAGES</u>
Contract Requirements	5-1 – 5-3
Prevailing Wage Determination Cover Letter	5-4 – 5-5
Prevailing Wage Threshold Levels	5-6
Bid Tabulation Sheet	5-7
Prevailing Wage Notification to Employee	5-8
Instructions for Preparing Certified Payroll Reports	5-9 – 5-10
Certified Payroll Form	5-11
Affidavit of Contractor Compliance	5-12
Prevailing Wage Rates	5-13 - end

The successful bidder and all his subcontractors shall pay a rate of wages which shall not be less than the rate of wages fixed herein, and as re-determined or adjusted by the Ohio Director of Commerce throughout the term of the contract. The successful bidder and all his subcontractors shall comply strictly with the wage provisions of the contract, and with the provisions of O.R.C. 4115.03 to 4115.16, incorporated by reference as if fully re-written herein.

Prevailing Wage Contractor Responsibilities **ORC Chapter 4115: Wages And Hours On Public Works (Prevailing Wage)**

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$62,549 for new construction or \$18,764 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

- Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce
- Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census, but may not increase or decrease more than 3% for any year

Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports
- intentional misclassification of employees for the purpose of reducing wages
- intentional misclassification of employees as independent contractors or as apprentices
- intentional failure to pay the prevailing wage
- intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Wage and Hour Bureau
- intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority

Responsibilities

A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Wage and Hour Bureau, for the classification of work being performed.

1. Wage rate schedules include all modifications, corrections, escalation's, or reductions to wage rates issued for the project.
2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc. unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Chief of DOC Wage and Hour Bureau must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.

4. Apprentices must be registered with the Ohio State Apprenticeship Council.
5. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Bureau of

Wage and Hour or the contracting public authority, including the Prevailing Wage Coordinator. Records should

include but are not limited to:

6. Time cards, time sheets, daily work records, etc.
7. Payroll ledger/journals and canceled checks\check register.
8. Fringe benefit records must include program name, address, account number, and canceled checks.
9. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
10. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.

11. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.

G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project.

H. Supply all subcontractors with the Prevailing Wage Rates and changes.

I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:

1. Employees' names, addresses, and social security numbers.

- Corporate officers\owners\partners and any salaried personnel that do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.

2. Employees' work classification.

- Be specific about the laborers and/or operators
- For all apprentices, show level/year and percent of journeyman's rate

3. Hours worked on the project for each employee.

- The number of hours worked in each day and the total number of hours worked each week.

4. Hourly rate for each employee.

- The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
- All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.

5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.

- When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
- When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.

6. Gross amount earned on all projects during the pay period.

7. Total deductions from employee's wages.

8. Net amount paid.

J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.

K. Send a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

Information on this site is believed to be accurate but is not guaranteed. The State of Ohio AND City of Youngstown disclaims any liability for any errors or omissions.

Prevailing Wage Determination Cover Letter

County: 
Determination Date: 12/03/2015
Expiration Date: 03/03/2016

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



**Department
of Commerce**

Division of Industrial Compliance

PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce - Division of Industrial Compliance - Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

As of September 29, 2013:

“New” construction threshold level has been adjusted to : <ul style="list-style-type: none"> The previous threshold for this type of construction was \$200,000 from September 29, 2012 through September 28, 2013 	\$250,000
--	------------------

“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level has been adjusted to: <ul style="list-style-type: none"> The previous threshold for this type of reconstruction was \$60,000 from September 29, 2012 through September 28, 2013 	\$75,000
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As of January 1, 2014:

“New” construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	\$84,314
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“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	\$25,261
--	-----------------

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
614-644-2239
www.com.ohio.gov

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:		Job Number:	
Contractor:			
Project Location:			
Job posting of prevailing wage rates located:			
PREVAILING WAGE COORDINATOR		EMPLOYEE	
Name:		Name:	
Street:		Street:	
City:		City:	
State / Zip:		State / Zip:	
Phone:		Phone:	
<p>You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.</p>			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature:			Date:
Contractor's Signature:			Date:

Instructions For Preparing Certified Payroll Reports

General:

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory, employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce, Wage and Hour Bureau,
50 West Broad Street,
Columbus, Ohio 43215, (614) 644-2239

Certified Payroll Heading:

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime.

Project: Name and location of the project, including county.

Contracting Public Authority: Name and address of the contracting public authority.

Week Ending: Month, day, and year for last day of reporting period.

Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.

Page indicator: number of pages included in the report.

Project Number: Determined by the public authority. If there is no number leave blank.

Payroll Information by column:

1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example; M T W T H F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
4. Project Total Hours : Total the hours entered for pay period.

5. **Base Rate:** Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
 - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
 - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
 - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
6. **Project Gross:** Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
7. **Fringes:** If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
8. **Total Hours All Jobs:** Total all hours worked during the pay period including non-prevailing wage jobs.
9. **Total Gross All Jobs:** Gross amount earned in the pay period for all hours worked.
10. Self explanatory.
11. Self explanatory.
12. Self explanatory.

Affidavit Of Compliance PREVAILING WAGES

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 name and location)

project, during the period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code.

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 _____,

19 _____.

(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.



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Classification = All, County = MAHONING, Union = All

County	Classification	Effective	Posted	Union
MAHONING	Asbestos Worker	10/14/2015	10/14/2015	Asbestos Local 207 OH
MAHONING	Asbestos Worker	6/1/2015	3/31/2015	Asbestos Local 84 Heat & Frost Insulators
MAHONING	Boilermaker	7/1/2009	6/30/2010	Boilermaker Local 744
MAHONING	Bricklayer	6/1/2015	5/27/2015	Bricklayer Local 8
MAHONING	Bricklayer	6/1/2015	5/27/2015	Bricklayer Local 8 Tile Finisher
MAHONING	Bricklayer	6/1/2015	5/27/2015	Bricklayer Local 8 Zone 1 Tile Worker
MAHONING	Carpenter	10/7/2015	10/7/2015	Carpenter Commercial NE District G
MAHONING	Carpenter	10/7/2015	10/7/2015	Carpenter Floorlayer NE District G
MAHONING	Carpenter	10/7/2015	10/7/2015	Carpenter Insulation NE District G
MAHONING	Carpenter	6/17/2010	6/17/2010	Carpenter Local 509 NE District Interior Systems
MAHONING	Carpenter	10/7/2015	10/7/2015	Carpenter Millwright NE District K
MAHONING	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
MAHONING	Carpenter	10/7/2015	10/7/2015	Carpenter Pile Driver NE District P
MAHONING	Carpenter	7/28/2010	7/28/2010	Carpenter Statewide Office Systems
MAHONING	Bricklayer	6/3/2015	6/3/2015	Cement Mason Bricklayer Local 97 HevHwy A
MAHONING	Bricklayer	6/3/2015	6/3/2015	Cement Mason Bricklayer Local 97 HevHwy B
MAHONING	Cement Mason	5/7/2015	5/7/2015	Cement Mason Local 132 HvyHwy District II (A)
MAHONING	Cement Mason	5/7/2015	5/7/2015	Cement Mason Local 132 HvyHwy District II (B)
MAHONING	Cement	6/17/2015	6/17/2015	Cement Mason Local 179
MAHONING	Lineman	3/11/2015	3/11/2015	Electrical Local 71 High Tension Pipe Type Cable
MAHONING	Lineman	3/25/2015	3/25/2015	Electrical Local 71 Outside Mahoning Valley
MAHONING	Lineman	12/28/2015	3/11/2015	Electrical Local 71 Outside Mahoning Valley
MAHONING	Lineman	3/11/2015	3/11/2015	Electrical Local 71 Outside Utility Power
MAHONING	Elevator	4/4/2012	4/4/2012	Elevator Local 45
MAHONING	Glazier	8/6/2014	8/6/2014	Glazier Local 847
MAHONING	Ironworker	6/3/2015	6/3/2015	Ironworker Local 207
MAHONING	Laborer Group 1	5/1/2015	4/15/2015	Labor HevHwy 2
MAHONING	Laborer	7/22/2015	7/22/2015	Labor Local 125 Building
MAHONING	Operating Engineer	6/4/2014	6/4/2014	Operating Engineers Local 66 Building & HevHwy
MAHONING	Operating Engineer	6/1/2015	5/20/2015	Operating Engineers Local 66 Building & HevHwy
MAHONING	Operating Engineer	6/1/2015	5/20/2015	Operating Engineers Local 66 Building & HevHwy Levels A & B Asbestos Abatement & Hazardous Waste
MAHONING	Operating Engineer	6/1/2015	5/20/2015	Operating Engineers Local 66 Building & HevHwy Levels C & D Asbestos Abatement & Hazardous Waste
MAHONING	Painter	8/5/2015	8/5/2015	Painter Local 476
MAHONING	Drywall Finisher	8/5/2015	8/5/2015	Painter Local 476
MAHONING	Painter	6/10/2015	6/10/2015	Painter Local 639
MAHONING	Painter	1/3/2006	1/3/2006	Painter Local 639 (Cleveland Area) Sign
MAHONING	Plasterers	6/17/2015	6/17/2015	Plasterer Local 179
MAHONING	Plasterers	6/17/2015	6/17/2015	Plasterer Local 179 Light Commercial EIFS
MAHONING	Plumber/Pipefitter	6/1/2015	5/27/2015	Plumber Pipefitter Local 396
MAHONING	Plumber Pipefitter	6/15/2011	6/15/2011	Plumber Pipefitter Local 396 WWTP
MAHONING	Roofer	6/1/2015	5/27/2015	Roofer Local 71
MAHONING	Sheet Metal Worker	8/5/2015	8/5/2015	Sheet Metal Local 33 (Youngstown)
MAHONING	Sheet Metal Worker	9/24/2009	9/24/2009	Sheet Metal Local 33 (Youngstown) Decking
MAHONING	Sprinkler Fitter	7/29/2015	7/29/2015	Sprinkler Fitter Local 669
MAHONING	Truck Driver	5/1/2015	3/31/2015	Truck Driver Bldg & HevHwy Class 1 Locals 20.40.92.92b.100.175.284.438.377.637.908.957

MAHONING	Truck Driver	5/1/2015	3/31/2015	Truck Driver Bldg & Hwy Class 2 Locals 20.40.92.92b.100.175.284.438.377.637.908.957
MAHONING	Electrical	1/1/2014	12/31/2013	Electrical Local 540 Inside
MAHONING	Electrical	12/29/2014	11/19/2014	Electrical Local 540 Inside
MAHONING	Electrical	2/4/2015	2/4/2015	Electrical Local 540 Inside Lt Commercial Northern
MAHONING	Voice Data Video	9/3/2015	9/3/2015	Electrical Local 540 Voice Data Video
MAHONING	Electrical	11/30/2015	11/25/2015	Electrical Local 573 Inside
MAHONING	Electrical	12/4/2013	5/8/2013	Electrical Local 573 Lt Commercial
MAHONING	Voice Data Video	6/1/2015	4/22/2015	Electrical Local 573 Voice Data Video
MAHONING	Electrical	12/4/2013	12/4/2013	Electrical Local 64 Inside
MAHONING	Electrical	12/1/2014	12/4/2013	Electrical Local 64 Inside
MAHONING	Electrical	8/12/2015	8/12/2015	Electrical Local 64 Inside Lt Commercial Northern
MAHONING	Voice Data Video	8/31/2015	8/21/2013	Electrical Local 64 Voice Data Video
MAHONING	Ironworker	5/1/2015	4/15/2015	Ironworker Local 550
MAHONING	Ironworker	6/10/2015	6/10/2015	Ironworker Local 550 Glass & Curtain Wall

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Special Jurisdictional Note : Butler County:(townships of Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, StClair, Union & Wayne.) (Lemon & Madison) Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington). (Clear Creek, Franklin, Mossie, Turtle Creek & Wayney). Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe, Morgan, New Lyme, North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Sheffield, Trumbull, Wayne, Williamsfield & Windsor) Erie County:(post offices & townships of Berlin, Berlin Heights, Birmingham, Florence ,Huron, Milan, Shinrock & Vermilion)

Details :

Asbestos & lead paint abatement including, but not limited to the removal or encapsulation of asbestos & lead paint, all work in conjunction with the preparation of the removal of same & all work in conjunction with the clean up after said removal. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Abatement Workers.

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

An Abatement Journeyman is anyone who has more than 300 hours in the Asbestos Abatement field.

systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Workers.

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

MEDINA, PORTAGE, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

grounds of Northside Hospital are included.

Details :

8th 6 months	95.00	\$22.02	\$5.25	\$7.87	\$0.20	\$0.00	\$0.68	\$0.38	\$0.00	\$0.00	\$36.40	\$47.41
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Special Calculation Note : Other is for International 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 :

Journeyman 4 to 1 Apprentice

Journeyman 6 to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CARROLL, COLUMBIANA, COSHOCTON, HARRISON, HOLMES, JEFFERSON, MAHONING, PORTAGE, STARK, TRUMBULL, TUSCARAWAS, WAYNE

Special Jurisdictional Note : Townships in Columbiana County are as follows: Salem, Perry, Fairfield, Center Elkrun, Middletown and Unity

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 1 Tile Worker

Change # : LCN01-2015fbLoc8

Craft : Bricklayer Effective Date : 06/01/2015 Last Posted : 05/27/2015

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Bricklayer Tile Marble Terrazzo Worker	\$26.02	\$5.25	\$7.87	\$0.20	\$0.00	\$0.68	\$0.41	\$0.00	\$0.00	\$40.43	\$53.44
Resilient Flooring Wood Laminate Carpet Carpet Tile	\$15.50	\$5.25	\$7.23	\$0.00	\$0.00	\$0.00	\$0.38	\$0.00	\$0.00	\$28.36	\$36.11
APPRENTICE Resilient Flooring Wood Laminate Carpet Carpet Tile											
1st 30 days	\$8.65	\$0.00	\$0.00	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.05	\$13.38
2nd thru 6 months	\$8.65	\$4.75	\$6.51	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.31	\$24.63
2nd 6 months	\$10.09	\$4.75	\$6.51	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.75	\$26.79
3rd 6 months	\$10.81	\$4.75	\$6.51	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.47	\$27.87
4th 6 months	\$11.53	\$4.75	\$6.51	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.19	\$28.95
5th 6 months	\$12.25	\$4.75	\$6.51	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.91	\$30.03
6th 6 months	\$12.97	\$4.75	\$6.51	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.63	\$31.12
7th 6 months	\$13.69	\$4.75	\$6.51	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.35	\$32.20
8th 6 months	\$13.69	\$4.75	\$6.51	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.35	\$32.20
Apprentice	Percent										
1st 30 days	60.00	\$15.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.61	\$23.42
2nd thru 6 months	60.00	\$15.61	\$5.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.86	\$28.67
2nd 6 months	70.00	\$18.21	\$5.25	\$7.87	\$0.20	\$0.00	\$0.68	\$0.41	\$0.00	\$32.62	\$41.73
3rd 6 months	75.00	\$19.51	\$5.25	\$7.87	\$0.20	\$0.00	\$0.68	\$0.41	\$0.00	\$33.92	\$43.68

4th 6 months	80.00	\$20.82	\$5.25	\$7.87	\$0.20	\$0.00	\$0.68	\$0.41	\$0.00	\$0.00	\$35.23	\$45.63
5th 6 months	85.00	\$22.12	\$5.25	\$7.87	\$0.20	\$0.00	\$0.68	\$0.41	\$0.00	\$0.00	\$36.53	\$47.59
6th 6 months	90.00	\$23.42	\$5.25	\$7.87	\$0.20	\$0.00	\$0.68	\$0.41	\$0.00	\$0.00	\$37.83	\$49.54
7th 6 months	95.00	\$24.72	\$5.25	\$7.87	\$0.20	\$0.00	\$0.68	\$0.41	\$0.00	\$0.00	\$39.13	\$51.49
8th 6 months	95.00	\$24.72	\$5.25	\$7.87	\$0.20	\$0.00	\$0.68	\$0.41	\$0.00	\$0.00	\$39.13	\$51.49

Special Calculation Note : Other \$0.41 is for International 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 Journeyman to 1 Apprentice
 6 Journeyman to 1 Apprentice (Thereafter)

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA*, MAHONING, TRUMBULL

Special Jurisdictional Note : Columbiana County townships of: Salem, Perry, Fairfield, Center, Elkrun, Middleton, and Unity.

Details :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

MAHONING, TRUMBULL

Special Jurisdictional Note :

Details :

Rates are for Commercial, Industrial & Road* Other is : Unemployment benefits.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

MAHONING, TRUMBULL

Special Jurisdictional Note :

Details :

Rates are for Commercial, Industrial & Road* Other is : Unemployment benefits.

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

MAHONING, TRUMBULL

Special Jurisdictional Note :

Details :

Rates are for Commercial, Industrial & Road* Other is : Unemployment benefits.

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 :

Jurisdiction (* denotes special jurisdictional note) :

MAHONING, TRUMBULL

3 Journeymen to 1 Apprentice

Special Jurisdictional Note :**Details :**

If certain projects warrant a larger percentage of apprentices, it will be agreed to increase the ratio of apprentices to journeymen, but Not to exceed (1) Apprentice to (4) Journeymen.

The term "Millwright and Machine Erectors" jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, under ground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of 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.

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

Special Jurisdictional Note :**Details :**

If certain projects warrant a larger percentage of apprentices, it will be agreed to increase the ratio of apprentices to journeymen, but Not to exceed (1) Apprentice to (2) Journeymen. Employees working with creosoted, chemically treated or toxic materials, shall receive \$.50 above regular rate. Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning, erecting, installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The driver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete or composite that is jettied, driven or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. The construction of all wharves and docks, including the 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 : **Jurisdiction (* denotes special jurisdictional note) :**
 1 Installer to 1 Trainee or 1 Helper

ADAMS, ALLEN, ASHLAND, ASHTABULA,
ATHENS, AUGLAIZE, BELMONT, BROWN,
BUTLER, CARROLL, CHAMPAIGN, CLARK,
CLERMONT, CLINTON, COLUMBIANA,
COSHOCOTON, 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 :

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.

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.

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.

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

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
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
	\$25.34	\$5.00	\$0.76	\$0.25	\$0.00	\$5.57	\$0.30	\$0.00	\$0.00	\$37.22	\$49.89

Equipment Mechanic C												
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 Mahoning Valley

Change # : LCN01-2015fbLoc71CentralOhio

Craft : Lineman Effective Date : 03/25/2015 Last Posted : 03/25/2015

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
			H&W Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
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
Traffic Signal Apprentices											
1st 1,000 hours	\$20.23	\$5.00	\$0.61	\$0.20	\$0.00	\$3.64	\$0.00	\$0.00	\$0.00	\$29.68	\$39.80
2nd 1,000 hours	\$21.92	\$5.00	\$0.66	\$0.22	\$0.00	\$3.95	\$0.00	\$0.00	\$0.00	\$31.75	\$42.71
3rd 1,000 hours	\$23.60	\$5.00	\$0.71	\$0.24	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$33.80	\$45.60
4th 1,000 hours	\$25.29	\$5.00	\$0.76	\$0.25	\$0.00	\$4.55	\$0.00	\$0.00	\$0.00	\$35.85	\$48.50
5th 1,000 hours	\$26.98	\$5.00	\$0.81	\$0.27	\$0.00	\$4.86	\$0.00	\$0.00	\$0.00	\$37.92	\$51.41
6th 1,000 hours	\$30.35	\$5.00	\$0.91	\$0.30	\$0.00	\$5.46	\$0.00	\$0.00	\$0.00	\$42.02	\$57.20
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	\$30.69	\$41.20
	65.00	\$22.76	\$5.00	\$0.68	\$0.23	\$0.00	\$4.10	\$0.06	\$0.00	\$32.83	\$44.21

2nd 1,000 Hours													
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	

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) :

COLUMBIANA, MAHONING, TRUMBULL

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 that 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.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside Mahoning Valley

Change # : LCN01-2015fbLoc71CentralOhio

Craft : Lineman Effective Date : 12/28/2015 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	\$35.82	\$5.25	\$1.07	\$0.36	\$0.00	\$6.45	\$0.06	\$0.00	\$0.00	\$49.01	\$66.92
Traffic Signal & Lighting Journeyman	\$34.48	\$5.25	\$1.03	\$0.34	\$0.00	\$6.21	\$0.06	\$0.00	\$0.00	\$47.37	\$64.61
Equipment Operator	\$32.24	\$5.25	\$0.97	\$0.32	\$0.00	\$5.80	\$0.06	\$0.00	\$0.00	\$44.64	\$60.76
Groundman 0-12 months	\$19.70	\$5.25	\$0.59	\$0.20	\$0.00	\$3.55	\$0.06	\$0.00	\$0.00	\$29.35	\$39.20
Groundman 1 year plus	\$23.28	\$5.25	\$0.70	\$0.23	\$0.00	\$4.19	\$0.06	\$0.00	\$0.00	\$33.71	\$45.35
Traffic Signal Apprentices											
1st 1,000 hours	\$20.69	\$5.25	\$0.62	\$0.21	\$0.00	\$3.72	\$0.06	\$0.00	\$0.00	\$30.55	\$40.90
2nd 1,000 hours	\$22.41	\$5.25	\$0.67	\$0.22	\$0.00	\$4.03	\$0.06	\$0.00	\$0.00	\$32.64	\$43.85
3rd 1,000 hours	\$24.14	\$5.25	\$0.72	\$0.24	\$0.00	\$4.35	\$0.06	\$0.00	\$0.00	\$34.76	\$46.83
4th 1,000 hours	\$25.86	\$5.25	\$0.78	\$0.26	\$0.00	\$4.65	\$0.06	\$0.00	\$0.00	\$36.86	\$49.79
5th 1,000 hours	\$27.58	\$5.25	\$0.83	\$0.28	\$0.00	\$4.96	\$0.06	\$0.00	\$0.00	\$38.96	\$52.75
6th 1,000 hours	\$31.03	\$5.25	\$0.93	\$0.31	\$0.00	\$5.59	\$0.06	\$0.00	\$0.00	\$43.17	\$58.69
Apprentice Lineman	Percent										
1st 1,000 Hours	60.00	\$21.49	\$5.25	\$0.64	\$0.21	\$3.87	\$0.06	\$0.00	\$0.00	\$31.52	\$42.27
	65.00	\$23.28	\$5.25	\$0.70	\$0.23	\$4.19	\$0.06	\$0.00	\$0.00	\$33.71	\$45.35

2nd 1,000 Hours													
3rd 1,000 Hours	70.00	\$25.07	\$5.25	\$0.75	\$0.25	\$0.00	\$4.51	\$0.06	\$0.00	\$0.00	\$35.89	\$48.43	
4th 1,000 Hours	75.00	\$26.87	\$5.25	\$0.81	\$0.27	\$0.00	\$4.84	\$0.06	\$0.00	\$0.00	\$38.10	\$51.53	
5th 1,000 Hours	80.00	\$28.66	\$5.25	\$0.86	\$0.29	\$0.00	\$5.16	\$0.06	\$0.00	\$0.00	\$40.28	\$54.60	
6th 1,000 Hours	85.01	\$30.45	\$5.25	\$0.91	\$0.30	\$0.00	\$5.48	\$0.06	\$0.00	\$0.00	\$42.45	\$57.68	
7th 1,000 Hours	90.00	\$32.24	\$5.25	\$0.97	\$0.32	\$0.00	\$5.80	\$0.06	\$0.00	\$0.00	\$44.64	\$60.76	

Special Calculation Note : Other is Safety & Education Fund.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA, MAHONING, TRUMBULL

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.

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
	\$26.45	\$5.00	\$0.79	\$0.26	\$0.00	\$5.82	\$0.30	\$0.00	\$0.00	\$38.62	\$51.84

Line Truck w/uuger												
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.

on regular hourly rate for all hours worked.

Hiram College and Ravenna Arsenal, the part of Portage County East of a line from Middlefield to Shalersville to Deerfield. South of Route 6, starting at the Geauga County Line, proceeding East to State Route 11 on the East boundary and South of Interstate Route 90 to the Pennsylvania line.

Ashtabula County: All territory from the Geauga county line on the West boundary South of State Route 6 and East of State Route 11 and South of Interstate Route 90 to the Pennsylvania line.

Columbiana County: All territory east of a line from a point one (1) mile West of the intersection of Rt 224 and Rt 14 at Deerfield Circle, Deerfield, Ohio to a point where Columbiana County Rt 776 intersects with Columbian-Jefferson County line.

Details :

Special Jurisdictional Note : Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Details :

Group 1

Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

*Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by 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.

Asbestos Removal shall include, but not be limited to the erection, moving, servicing and dismantling of all tools and equipment normally used in the handling, control removal or disposal of asbestos and toxic waste; the bagging, cartoning, crafting, or otherwise packaging of materials for disposal.

Group 1:

Building and Construction Laborer; Asbestos removal; Asphalt Paving; Railroad Laborer Construction; Carpenter Tenders, Asbestos Removal. (See Addendum B). Mortar Mixer (hand or machine); Mason Tender; Jack Hammer Operator, all machine driven tools electric, gas or air operation of all pumps under 4", spikers: all Laborers working in concrete such as pouring, puddling, raking an conveying: all scaffold help, scrap iron burning.

Hod carrier, Rough Terrain Forklift Driver when tending masons: all work done by Laborers 7ft. or more in depth.

Laborers (except jack hammer) working on repair of blast furnaces or coke plant and auxiliary facilities. Jack Hammer Operator in trench or shaft 7ft. or more in depth: Concrete Buster: pipe layers: powder and dynamite: Jack hammer on blast furnace or coke plant and auxiliary facilities.

Wrench Laborer: miner -air tool: gunting and sandblasting, pump-crete operation: Build Up Rates-Blast Furnace; Ram Tight; Bellamn and Hook-up Man; Lancing Blast Furnace.

Group 2:

Hazardous Waste-Level A
Hazardous Waste-Level B
Hazardous Waste-Level C
Hazardous Waste-Level D

Group 3:

Laborers performing residential building construction on four stories or less.

5 Operating Engineers to 1 Apprentice
Per Job

COLUMBIANA, MAHONING, TRUMBULL

Special Jurisdictional Note :

Details :

Group 1 - Asphalt Heater Planer; Back Hoe (all types); Back Hoe with Shear Attachment; Batch Plant (Central Mix Concrete) ; Batch Plant (portable Concrete); Berm Builder (automatic); Backfiller with drag attachment; Boat Derrick; Boat (tug); Boom Truck; Boring Machine (when attached to tractor); Bullclam; Bulldozer; CMI; Road Builders or similar types; Cable Placer & Layer ;Carrier (Straddle); Chicago Boom; Compactor with blade attached; Concrete Pump; Concrete Saw Veneer or similar type; Concrete Spreader Finisher; Combination (Bidwell Machine); Crane (Electric Overhead, Rough Terrain, Truck, Tower); Derricks (boom, car); Diggers-Wheel (not Trencher or Road Widener); Double Nine; Drag Line; Dredge; Drill-Kenny or similar type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Environmental Maintenance Mechanic; Frankie Pile; Gradall; Grader: Gurry; Gurry (self propelled); Heavy Equipment Robotics Operator/Mechanic; Hoist - Monorail; Hoist-Stationary & Mobile Tractor; Hoist - Two or three drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal or Kuhlman; Land/Seagoing Vehicle; Loader-Elevating; Loader-Front End; Loader-Skid Steer; Locomotive; Mechanic; Mechanic as Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar type); Post Driver (Carrier Mounted); Power Driven Hydraulic Pumps & Jacks (When used in Slip Form or Lift Slab Construction); Quick Change Barrier Machine; Regulator-Ballast; Rigs-Drilling; Roto Mill (or similar); Scraper/Pan; Shovel; Shuttle Buggy; Side Boom; Slip Form Curb Machine; Speedswing; Spikemaster; Stonecrusher; Tie Puller; Tie Tamper (Single or Multihead); Tire Truck (Assigned to job); Tractor-Double Boom; Tractor with Attachment; Trenching Machine; Tunnel Machine (Mark 21 Java or similar type); Whirley (Or Similar Type):

Group 2 - Asphalt Plant; Bending Machine (Pipeline or Similar type); Boring Machine (Motor Driven); Chip Harvester (Without Boom); Cleaning Machine (Pipeline Type); Coating Machine (Pipeline Type); Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork Lift Walk Behind (Hoisting over one buck high); Form Line Machine; Grease Truck Operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building Materials); Paving Breaker (Self-Propelled or Ridden); Pipe Dream; Pot Fireman (Power Agitated) Refrigeration Plant; Road Widener: Roller; Sasgen Derrick; Seeding Machine; Single Drum Hoist (With or Without Tower); Soil Stabilizer (Pump Type); Spray Cure Machine (Self-Propelled); Straw Blower Machine; Sub-Grader; Tube Finisher or Broom (C>M>I> or similar type); Tugger Hoist , Fork-lifts and Lulls.

Group 3 - Air Curtain Destructor (Or similar Type); Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder (Self Propelled); Drill Wagon; Generator Sets; Generator-Steam; Heaters-Portable Power; Hydraulic Manipulator Crane; Hydraulic Power Unit (Not attached to rig for Pile driving Operation); Jacks-Hydraulic (Power Driven); Jacks-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Boom; Pulverizer; Pump (Water or Similar); Road Finishing machine (Pull Type); Saw-Concrete (Self Propelled Highway Work); Signal Man; Spray Cure Machine (Motor-Powered); Steam Jenny; Stump Cutter; Syphons; Tractor; Trencher-Form; Vibrator-Gasoline; Water Blaster; Welding Machine:

Group 4 - Brakeman; Deck Hand; Fireman; Mechanics Helper; Oiler:

Group 5- Pile Driving Operation

Group 6- 100 Feet to 150 Feet Boom & Jib Combination

Group 7- 151 Feet to 200 Feet Boom & Jib Combination

Group 8- 201 Feet to 250 Feet Boom & Jib Combination

Group 9- 251 Feet to 300 Feet Boom & Jib Combination

Group 10- 301- Feet to 350 Feet Boom & Jib Combination

Group 11- Lead Engineer

Note:

5 Operating Engineers to 1 Apprentice
Per Job

COLUMBIANA, MAHONING, TRUMBULL

Special Jurisdictional Note :

Details :

Group 1 - Asphalt Heater Planer; Back Hoe (all types); Back Hoe with Shear Attachment; Batch Plant (Central Mix Concrete) ; Batch Plant (portable Concrete): Berm Builder (automatic); Backfiller with drag attachment; Boat Derrick; Boat (tug); Boom Truck; Boring Machine (when attached to tractor); Bullclam; Bulldozer; CMI; Road Builders or similar types; Cable Placer & Layer ;Carrier (Straddle); Chicago Boom; Compactor with blade attached; Concrete Pump; Concrete Saw Veneer or similar type; Concrete Spreader Finisher; Combination (Bidwell Machine); Crane (Electric Overhead, Rough Terrain, Truck, Tower): Derricks (boom, car); Diggers- Wheel (not Trencher or Road Widener); Double Nine; Drag Line; Dredge; Drill-Kennyor similar type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Environmental Maintenance Mechanic; Frankie Pile; Gradall; Grader: Gurry; Gurry (self propelled); Heavy Equipment Robotics Operator/Mechanic; Hoist - Monorail; Hoist- Stationary & Mobile Tractor; Hoist - Two or three drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal or Kuhlman; Land/Seagoing Vehicle; Loader-Elevating; Loader-Front End; Loader-Skid Steer; Locomotive; Mechanic; Mechanic as Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar type); Post Driver (Carrier Mounted); Power Driven Hydraulic Pumps & Jacks (When used in Slip Form or Lift Slab Construction); Quick Change Barrier Machine; Regulator-Ballast; Rigs-Drilling; Roto Mill (or similar); Scraper/Pan; Shovel; Shuttle Buggy; Side Boom; Slip Form Curb Machine; Speedswing; Spikemaster; Stonecrusher; Tie Puller; Tie Tamper (Single or Multihead); Tire Truck (Assigned to job); Tractor-Double Boom; Tractor with Attachment; Trenching Machine; Tunnel Machine (Mark 21 Java or similar type); Whirley (Or Similar Type):

Group 2 - Asphalt Plant; Bending Machine (Pipeline or Similar type); Boring Machine (Motor Driven); Chip Harvester (Without Boom); Cleaning Machine (Pipeline Type); Coating Machine (Pipeline Type); Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork Lift Walk Behind (Hoisting over one buck high); Form Line Machine; Grease Truck Operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building Materials); Paving Breaker (Self-Propelled or Ridden); Pipe Dream; Pot Fireman (Power Agitated) Refrigeration Plant; Road Widener: Roller; Sasgen Derrick; Seeding Machine; Single Drum Hoist (With or Without Tower); Soil Stabilizer (Pump Type); Spray Cure Machine (Self-Propelled); Straw Blower Machine; Sub-Grader; Tube Finisher or Broom (C>M>I> or similar type); Tugger Hoist, Fork-lifts and Lulls.

Group 3 - Air Curtain Destructor (Or similar Type); Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder (Self Propelled); Drill Wagon; Generator Sets; Generator-Steam; Heaters-Portable Power; Hydraulic Manipulator Crane; Hydraulic Power Unit (Not attached to rig for Pile driving Operation); Jacks-Hydraulic (Power Driven); Jacks-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Boom; Pulverizer; Pump (Water or Similar); Road Finishing machine (Pull Type); Saw-Concrete (Self Propelled Highway Work); Signal Man; Spray Cure Machine (Motor-Powered); Steam Jenny; Stump Cutter; Syphons; Tractor; Trencher-Form; Vibrator-Gasoline; Water Blaster; Welding Machine:

Group 4 - Brakeman; Deck Hand; Fireman; Mechanics Helper; Oiler:

Group 5- Pile Driving Operation

Group 6- 100 Feet to 150 Feet Boom & Jib Combination

Group 7- 151 Feet to 200 Feet Boom & Jib Combination

Group 8- 201 Feet to 250 Feet Boom & Jib Combination

Group 9- 251 Feet to 300 Feet Boom & Jib Combination

Group 10- 301- Feet to 350 Feet Boom & Jib Combination

Group 11- Lead Engineer

Note:

EACH APPRENTICE HOUR WORKED.**Ratio :**

5 Operating Engineers to 1 Apprentice
Per Job

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA, MAHONING, TRUMBULL

Special Jurisdictional Note :**Details :**

Group 1 - Asphalt Heater Planer; Back Hoe (all types); Back Hoe with Shear Attachment; Batch Plant (Central Mix Concrete) ; Batch Plant (portable Concrete); Berm Builder (automatic); Backfiller with drag attachment; Boat Derrick; Boat (tug); Boom Truck; Boring Machine (when attached to tractor); Bullclam; Bulldozer; CMI; Road Builders or similar types; Cable Placer & Layer ; Carrier (Straddle); Chicago Boom; Compactor with blade attached; Concrete Pump; Concrete Saw Veneer or similar type; Concrete Spreader Finisher; Combination (Bidwell Machine); Crane (Electric Overhead, Rough Terrain, Truck, Tower); Derricks (boom, car); Diggers-Wheel (not Trencher or Road Widener); Double Nine; Drag Line; Dredge; Drill-Kennyor similar type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Environmental Maintenance Mechanic; Frankie Pile; Gradall; Grader; Gurry; Gurry (self propelled); Heavy Equipment Robotics Operator/Mechanic; Hoist - Monorail; Hoist-Stationary & Mobile Tractor; Hoist - Two or three drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal or Kuhlman; Land/Seagoing Vehicle; Loader-Elevating; Loader-Front End; Loader-Skid Steer; Locomotive; Mechanic; Mechanic as Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar type); Post Driver (Carrier Mounted); Power Driven Hydraulic Pumps & Jacks (When used in Slip Form or Lift Slab Construction); Quick Change Barrier Machine; Regulator-Ballast; Rigs-Drilling; Roto Mill (or similar); Scraper/Pan; Shovel; Shuttle Buggy; Side Boom; Slip Form Curb Machine; Speedswing; Spikemaster; Stonecrusher; Tie Puller; Tie Tamper (Single or Multihead); Tire Truck (Assigned to job); Tractor-Double Boom; Tractor with Attachment; Trenching Machine; Tunnel Machine (Mark 21 Java or similar type); Whirley (Or Similar Type):

Group 2 - Asphalt Plant; Bending Machine (Pipeline or Similar type); Boring Machine (Motor Driven); Chip Harvester (Without Boom); Cleaning Machine (Pipeline Type); Coating Machine (Pipeline Type); Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork Lift Walk Behind (Hoisting over one buck high); Form Line Machine; Grease Truck Operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building Materials); Paving Breaker (Self-Propelled or Ridden); Pipe Dream; Pot Fireman (Power Agitated) Refrigeration Plant; Road Widener: Roller; Sasgen Derrick; Seeding Machine; Single Drum Hoist (With or Without Tower); Soil Stabilizer (Pump Type); Spray Cure Machine (Self-Propelled); Straw Blower Machine; Sub-Grader; Tube Finisher or Broom (C>M>I> or similar type); Tugger, Hoist Forklifts and Lulls:

Group 3 - Air Curtain Destructor (Or similar Type); Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder (Self Propelled); Drill Wagon; Generator Sets; Generator-Steam; Heaters-Portable Power; Hydraulic Manipulator Crane; Hydraulic Power Unit (Not attached to rig for Pile driving Operation); Jacks-Hydraulic (Power Driven); Jacks-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Boom; Pulverizer; Pump (Water or Similar); Road Finishing machine (Pull Type); Saw-Concrete (Self

Propelled Highway Work);Signal Man;Spray Cure Machine (Motor-Powered);Steam Jenny;Stump Cutter;Syphons;Tractor;Trencher-Form;Vibrator-Gasoline;Water Blaster;Welding Machine:

Group 4 - Brakeman;Deck Hand;Fireman;Mechanics Helper;Oiler:

Group 5- Pile Driving Operation

Group 6- 100 Feet to 150 Feet Boom & Jib Combination

Group 7- 151 Feet to 200 Feet Boom & Jib Combination

Group 8- 201 Feet to 250 Feet Boom & Jib Combination

Group 9- 251 Feet to 300 Feet Boom & Jib Combination

Group 10- 301- Feet to 350 Feet Boom & Jib Combination

Group 11- Lead Engineer

Note:

CLASS A: POSITIVE PRESSURE,FULL FACE PIECE SELF - CONTAINED BREATHING APPARATUS (SCBA) & TOTALLY-ENCAPSULATING CHEMICAL- PROTECTIVE SUIT.

CLASS B: POSITIVE PRESSURE,FULL FACE-PIECE SELF- CONTAINED BREATHING APPARATUS (SCBA) & HOODED CHEMICAL-RESISTANT CLOTHING.

EACH APPRENTICE HOUR WORKED.**Ratio :**

5 Operating Engineers to 1 Apprentice
Per Job

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA, MAHONING, TRUMBULL

Special Jurisdictional Note :**Details :**

Group 1 - Asphalt Heater Planer; Back Hoe (all types); Back Hoe with Shear Attachment; Batch Plant (Central Mix Concrete) ; Batch Plant (portable Concrete); Berm Builder (automatic); Backfiller with drag attachment; Boat Derrick; Boat (tug); Boom Truck; Boring Machine (when attached to tractor); Bullclam; Bulldozer; CMI; Road Builders or similar types; Cable Placer & Layer ;Carrier (Straddle); Chicago Boom; Compactor with blade attached; Concrete Pump; Concrete Saw Veneer or similar type; Concrete Spreader Finisher; Combination (Bidwell Machine); Crane (Electric Overhead, Rough Terrain, Truck, Tower); Derricks (boom, car); Diggers-Wheel (not Trencher or Road Widener); Double Nine; Drag Line; Dredge; Drill-Kenny or similar type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Environmental Maintenance Mechanic; Frankie Pile; Gradall; Grader: Gurry; Gurry (self propelled); Heavy Equipment Robotics Operator/Mechanic; Hoist - Monorail; Hoist-Stationary & Mobile Tractor; Hoist - Two or three drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal or Kuhlman; Land/Seagoing Vehicle; Loader-Elevating; Loader-Front End; Loader-Skid Steer; Locomotive; Mechanic; Mechanic as Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar type); Post Driver (Carrier Mounted); Power Driven Hydraulic Pumps & Jacks (When used in Slip Form or Lift Slab Construction); Quick Change Barrier Machine; Regulator-Ballast; Rigs-Drilling; Roto Mill (or similar); Scraper/Pan; Shovel; Shuttle Buggy; Side Boom; Slip Form Curb Machine; Speedswing; Spikemaster; Stonecrusher; Tie Puller; Tie Tamper (Single or Multihead); Tire Truck (Assigned to job); Tractor-Double Boom; Tractor with Attachment; Trenching Machine; Tunnel Machine (Mark 21 Java or similar type); Whirley (Or Similar Type):

Group 2 - Asphalt Plant; Bending Machine (Pipeline or Similar type); Boring Machine (Motor Driven); Chip Harvester (Without Boom); Cleaning Machine (Pipeline Type); Coating Machine (Pipeline Type); Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork Lift Walk Behind (Hoisting over one buck high); Form Line Machine; Grease Truck Operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building Materials); Paving Breaker (Self-Propelled or Ridden); Pipe Dream; Pot Fireman (Power Agitated) Refrigeration Plant; Road Widener: Roller; Sasgen Derrick; Seeding Machine; Single Drum Hoist (With or Without Tower); Soil Stabilizer (Pump Type); Spray Cure Machine (Self-Propelled); Straw Blower Machine; Sub-Grader; Tube Finisher or Broom (C>M>I> or similar type); Tugger Hoist, Fork-lifts and Lulls;

Group 3 - Air Curtain Destructor (Or similar Type); Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder (Self Propelled); Drill Wagon; Generator Sets; Generator-Steam; Heaters-Portable Power; Hydraulic Manipulator Crane; Hydraulic Power Unit (Not attached to rig for Pile driving Operation); Jacks-Hydraulic (Power Driven); Jacks-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Boom; Pulverizer; Pump (Water or Similar); Road Finishing machine (Pull Type); Saw-Concrete (Self

Propelled Highway Work);Signal Man;Spray Cure Machine (Motor-Powered);Steam Jenny;Stump Cutter;Syphons;Tractor;Trencher-Form;Vibrator-Gasoline;Water Blaster;Welding Machine:

Group 4 - Brakeman;Deck Hand;Fireman;Mechanics Helper;Oiler:

Group 5- Pile Driving Operation

Group 6- 100 Feet to 150 Feet Boom & Jib Combination

Group 7- 151 Feet to 200 Feet Boom & Jib Combination

Group 8- 201 Feet to 250 Feet Boom & Jib Combination

Group 9- 251 Feet to 300 Feet Boom & Jib Combination

Group 10- 301- Feet to 350 Feet Boom & Jib Combination

Group 11- Lead Engineer

Note:

CLASS C: FULL-FACE OR HALF -MASK, AIR PURIFYING RESPIRATORS (NIOSH APPROVED) & HOODED CHEMICAL-RESISTANT CLOTHING

CLASS D: A WORK UNIFORM AFFORDING MINIMAL PROTECTION: USED FOR NUISANCE CONTAMINATION ONLY.

Special Calculation Note : Apprentice Pay based on a percentage of the above classifications.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA, MAHONING, TRUMBULL

Special Jurisdictional Note :

Details :

Added to the base painter rates:

Use of Epoxy / mastic Spraying bar joist / deck \$ 0.65

Spraying all other surfaces \$ 0.50

Working Above 50 feet \$ 0.65

Swingstages \$ 0.65

Details :

Added to the base painter rates:

Use of Epoxy / mastic Spraying bar joist / deck \$ 0.65

Spraying all other surfaces \$ 0.50

Working Above 50 feet \$ 0.65

Swingstages \$ 0.65

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 :

Details :

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.

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.

PORTAGE, PUTNAM, RICHLAND,
SANDUSKY, SENECA, SHELBY, STARK,
SUMMIT, TRUMBULL, TUSCARAWAS, VAN
WERT, WASHINGTON, WAYNE, WILLIAMS,
WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Details :

Ratio :

- 2 Journeymen to 1 Apprentice
- 4 Journeymen to 2 Apprentice
- 7 Journeymen to 3 Apprentice then
- 3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA, MAHONING, TRUMBULL

Special Jurisdictional Note :

Details :

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

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
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.

3 Journeymen to 1 Apprentice
per company/project

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, 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 :

Details :

** Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

Apprentice	Percent											
First 6 months	80.00	\$20.56	\$6.81	\$6.70	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.27	\$44.55
7-12 months	85.00	\$21.84	\$6.81	\$6.70	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.56	\$46.48
13-18 months	90.00	\$23.13	\$6.81	\$0.00	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.14	\$41.71
19-24 months	95.00	\$24.41	\$6.81	\$0.00	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.42	\$43.63
25-30 months	100.00	\$25.70	\$6.81	\$0.00	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.71	\$45.56

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

3 Journeymen to 1 Apprentice
per company/project

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, 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 :

Details :

** Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

Special Jurisdictional Note : Carroll County: North half including; Fox, Harrison, Rose and Washington Townships.

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.

Details :

Special Jurisdictional Note : Carroll County: North half including; Fox, Harrison, Rose and Washington Townships.

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.

Details :

6th 1500 hrs	80.00	\$23.97	\$5.70	\$6.40	\$0.74	\$0.72	\$2.40	\$0.74	\$0.00	\$0.00	\$40.67	\$52.65

Special Calculation Note : OTHER = (NEBF) National Electrical Benefit Fund. Vacation contribution is equal to 7.5% of the gross weekly wages.

Ratio :

- 1 to 3 Journeymen to 2 Apprentices
- 4 to 6 Journeymen up to 4 Apprentices
- 7 to 9 Journeymen up to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

- CARROLL*, COLUMBIANA*, HOLMES,
- MAHONING*, STARK, TUSCARAWAS*,
- WAYNE*

Construction Electrician and Construction Wireman Ratio

There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different classifications per jobsite. An Inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

Special Jurisdictional Note : Carroll County: North half including; Fox, Harrison, Rose and Washington Townships.

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 :

** Exception - When fire alarm falls within the scope of this addendum, Cable Pullers can be used to aid in test and be the 2nd Teledata employee on the job

Special Jurisdictional Note : Carroll County includes the following townships: North half including Fox, Harrison, Rose and Washington. Tuscarawas County includes the following townships: The portion North of Auburn, Clay, Rush and York. Wayne County includes the following townships: The portion South of Baughman, Chester, Green, and Wayne. Columbiana County includes Knox township. Mahoning County includes Smith township.

Details :

CABLE PULLERS - are for the installation of cable from one termination point to another.

The following work is EXCLUDED from the Teledata Technician work scope:

- * - Installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.
- * - 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.

following township is included: (Milton). In Portage County the following townships are included: (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris and Windham). In Trumbull County the following townships are excluded: (Liberty and Hubbard).

Details :

Other: National Electrical Benefit Fund

8th period	75.00	\$22.73	\$5.35	\$3.99	\$2.00	\$0.00	\$1.44	\$0.66	\$0.00	\$0.00	\$36.17	\$47.53
9th period	80.00	\$24.24	\$5.35	\$4.26	\$2.00	\$0.00	\$1.54	\$0.70	\$0.00	\$0.00	\$38.09	\$50.21
10th period	90.00	\$27.27	\$5.35	\$4.79	\$2.00	\$0.00	\$1.73	\$0.79	\$0.00	\$0.00	\$41.93	\$55.57

Special Calculation Note : Other is National Electrical Benefit Fund.

Ratio :

Each job site shall be allowed a ratio of (2) apprentices for every (3) Journeyman of fraction thereof as illustrated below:
 1-3 Journeyman to 2 Apprentices
 4-6 Journeyman to 4 Apprentices
 7-9 Journeyman to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA*, GEAUGA*, MAHONING*, PORTAGE*, TRUMBULL*

Construction Electrician and Construction Wireman Ratio

There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different classification per jobsite. An Inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

Special Jurisdictional Note : In Ashtabula County the following townships are included: (Colebrook, Wayne, Williamsfield, Orwell and Windsor). In Geauga County the following townships are included: (Auburn, Middlefield, Parkman and Troy). In Mahoning County the following township is included: (Milton). In Portage County the following townships are included: (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris and Windham). In Trumbull County the following townships are excluded: (Liberty and Hubbard).

Scope of Work for the Lt. Commercial Rate is as follows: Small medical clinics, stand-alone doctor and dentist offices with up to 600 amp services (not attached to a hospital), Gas Stations/Convenience stores, fast food restaurants, 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 restaurant 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 otherwise covered under the agreement, lighting retrofits (when not associated with the 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 of one replacement of existing fixtures.

Details :

Special Jurisdictional Note : In Ashtabula County the following townships are included: (Colebrook, Wayne, Williamsfield, Orwell and Windsor). In Geauga County the following townships are included: (Auburn, Middlefield, Parkman and Troy). In Mahoning County the following township is included: (Milton). In Portage County the following townships are included: (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris and Windham). In Trumbull County the following townships are excluded: (Liberty and Hubbard).

Details :

An employee who is required to wear a pager after hours will receive an additional 1.00 per hour for all hours worked.

Vacation: 1 week for 1 year
2 weeks for 2 years or more

Holidays: Memorial Day - Fourth of July - Labor Day - Thanksgiving Day - Christmas Day -
New Years Day

The following work is excluded from the Teledata Technician work scope:

The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.

The 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 ft.

Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit

All HVAC control work.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 64 Inside

Change # : LCN01-2013fbLoc64Inside

Craft : Electrical Effective Date : 12/01/2014 Last Posted : 12/04/2013

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$32.02		\$4.35	\$3.52	\$0.50	\$0.00	\$3.84	\$0.96	\$0.00	\$0.00	\$45.19	\$61.20
Apprentice	Percent											
1st period	35.00	\$11.21	\$4.35	\$0.00	\$0.50	\$0.00	\$0.00	\$0.33	\$0.00	\$0.00	\$16.39	\$21.99
2nd period	40.00	\$12.81	\$4.35	\$0.00	\$0.50	\$0.00	\$0.00	\$0.38	\$0.00	\$0.00	\$18.04	\$24.44
3rd period	45.00	\$14.41	\$4.35	\$1.58	\$0.50	\$0.00	\$1.72	\$0.43	\$0.00	\$0.00	\$22.99	\$30.19
4th period	50.00	\$16.01	\$4.35	\$1.76	\$0.50	\$0.00	\$1.92	\$0.48	\$0.00	\$0.00	\$25.02	\$33.03
5th period	55.00	\$17.61	\$4.35	\$1.93	\$0.50	\$0.00	\$2.11	\$0.52	\$0.00	\$0.00	\$27.02	\$35.83
6th period	60.00	\$19.21	\$4.35	\$2.11	\$0.50	\$0.00	\$2.30	\$0.57	\$0.00	\$0.00	\$29.04	\$38.65
7th period	65.00	\$20.81	\$4.35	\$2.28	\$0.50	\$0.00	\$2.49	\$0.62	\$0.00	\$0.00	\$31.05	\$41.46
8th period	70.00	\$22.41	\$4.35	\$2.46	\$0.50	\$0.00	\$2.68	\$0.67	\$0.00	\$0.00	\$33.07	\$44.28
9th period	75.03	\$24.02	\$4.35	\$2.64	\$0.50	\$0.00	\$2.88	\$0.72	\$0.00	\$0.00	\$35.11	\$47.13
10th period	85.00	\$27.22	\$4.35	\$2.99	\$0.50	\$0.00	\$3.26	\$0.81	\$0.00	\$0.00	\$39.13	\$52.74

Special Calculation Note : OTHER is National Electrical Benefit Fund.

Ratio :

3 Journeymen to 2 Apprentices
 6 Journeymen to 4 Apprentices
 The first person assigned to any job site shall be a
 Journeyman Wireman

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA*, MAHONING*, TRUMBULL*

Special Jurisdictional Note : In Columbiana County the following townships are included: (Butler, Fairfield, Salem, Perry, and Unity). In Mahoning County Milton and Smith townships are excluded. In Trumbull County Liberty and Hubbard townships are included.

Details :

10th period	85.00	\$27.22	\$4.35	\$2.99	\$0.50	\$0.00	\$3.26	\$0.81	\$0.00	\$0.00	\$39.13	\$52.74
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Special Calculation Note : OTHER IS: Administration Fund.

Ratio :

- 1-3 Journeymen to 2 Apprentices
- 4-6 Journeymen to 4 Apprentices
- 7-9 Journeymen to 6 Apprentices per job site

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA*, MAHONING*, TRUMBULL*

Construction Electrician and Construction Wireman Ratio

There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different classifications per jobsite. An Inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

Special Jurisdictional Note : In Columbiana County the following townships are included: (Butler, Fairfield, Salem, Perry, and Unity). In Mahoning County Milton and Smith townships are excluded. In Trumbull County Liberty and Hubbard townships are included.

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 :

(Butler, Fairfield, Salem, Perry, and Unity). In Mahoning County Milton and Smith townships are excluded. In Trumbull County the following townships are included: (Liberty and Hubbard).

Details :

Cable Pullers are for the installation of cable from one termination point to another.

Cable Technicians in addition to the installation of cables may also install devices, terminate cables and perform the necessary cable testing.

To be eligible for the classification of Cable Technician, an employee shall have at least two years of documented data, video or voice premise cabling installation experience. The Cable Technician shall be skilled with an knowledgeable of fiber optic and copper cabling installations, terminations, grounding and bonding principles, codes and standards, and job lay-outs. The Cable Technician shall be able to read and interpret blueprints and drawings, and shall have the ability to perform installations and testing without ongoing supervision and direction.

An employee who is required to wear a pager after hours will receive an additional 1.00 per hour for all hours worked.

The following work is excluded from the Teledata Technician work scope:

The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.

The 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 ft.

Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit

All HVAC control work.

2 Journeymen to 1 Apprentice, reinforcing work RICHLAND, STARK, SUMMIT*,
1 Journeymen to 2 Apprentice, roadway TUSCARAWAS, WAYNE
sinage/sound barrier

***the ratio of apprentices to journeymen may be adjusted higher on a job-to job basis with the approval of the business manager and/or business agent.

Special Jurisdictional Note : The jurisdictional line between Local 17 and Local 550 is determined as follows: All territory North of Old Route 224 line to be within the jurisdiction of Local 17. All territory South of Old Route 224 line is to be the jurisdiction of Local 550, except for everything within the City limits of Barberton which shall be under the jurisdiction of Local 17.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 550 Glass & Curtain Wall

Change # : LCN01-2015fbLoc550

Craft : Ironworker Effective Date : 06/10/2015 Last Posted : 06/10/2015

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Ironworker Glass & Curtain Wall	\$22.00		\$5.63	\$0.00	\$0.64	\$0.00	\$7.35	\$0.60	\$0.00	\$0.00	\$36.22	\$47.22
Apprentice	Percent											
1st 6 months	60.00	\$13.20	\$5.63	\$0.00	\$0.64	\$0.00	\$7.35	\$0.60	\$0.00	\$0.00	\$27.42	\$34.02
2nd 6 months	65.00	\$14.30	\$5.63	\$0.00	\$0.64	\$0.00	\$7.35	\$0.60	\$0.00	\$0.00	\$28.52	\$35.67
3rd 6 months	70.00	\$15.40	\$5.63	\$0.00	\$0.64	\$0.00	\$7.35	\$0.60	\$0.00	\$0.00	\$29.62	\$37.32
4th 6 months	75.00	\$16.50	\$5.63	\$0.00	\$0.64	\$0.00	\$7.35	\$0.60	\$0.00	\$0.00	\$30.72	\$38.97
5th 6 months	80.00	\$17.60	\$5.63	\$0.00	\$0.64	\$0.00	\$7.35	\$0.60	\$0.00	\$0.00	\$31.82	\$40.62
6th 6 months	85.00	\$18.70	\$5.63	\$0.00	\$0.64	\$0.00	\$7.35	\$0.60	\$0.00	\$0.00	\$32.92	\$42.27
7th 6 months	90.00	\$19.80	\$5.63	\$0.00	\$0.64	\$0.00	\$7.35	\$0.60	\$0.00	\$0.00	\$34.02	\$43.92
8th 6 months	95.00	\$20.90	\$5.63	\$0.00	\$0.64	\$0.00	\$7.35	\$0.60	\$0.00	\$0.00	\$35.12	\$45.57

Special Calculation Note : OTHER IS: JOURNEYMAN UPGRADE AND WELLNESS FUND.

Ratio :

1 Apprentice to 1 Journeymen

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, CARROLL, COLUMBIANA*,
COSHOCOTON, HOLMES, HURON*,

MAHONING*, MEDINA*, PORTAGE*,
RICHLAND, STARK, SUMMIT*,
TUSCARAWAS, WAYNE

Special Jurisdictional Note : The jurisdictional line between Locals 17 and 550 is determined as follows: All territory North of Old Route 224 line is to be within the jurisdiction of Local 17.

All territory South of Old Route 224 line is to be the jurisdiction of Local 550, except for everything within the City limits of Barberton which shall be under the jurisdiction of Local 17.

Details :

SECTION 9

Completion Affidavit

DESCRIPTION

PAGES

Completion Affidavit

9-1

NOTE:

SECTION 9 - COMPLETION AFFIDAVIT TO BE FILLED OUT COMPLETELY AFTER CONTRACT IS SATISFACTORILY COMPLETED AND ACCEPTED BY THE CITY.

EXHIBIT D

AIA DOCUMENT A305-1986

CONTRACTOR'S QUALIFICATION STATEMENT



AIA[®]

Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

NAME OF PROJECT: *(if applicable)* Facade Restoration to Youngstown City Hall Annex for Youngstown Municipal Courts

TYPE OF WORK: *(file separate form for each Classification of Work)*

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

- § 1.3.3 President's name:
- § 1.3.4 Vice-president's name(s)

- § 1.3.5 Secretary's name:
- § 1.3.6 Treasurer's name:

- § 1.4 If your organization is a partnership, answer the following:
 - § 1.4.1 Date of organization:
 - § 1.4.2 Type of partnership (if applicable):
 - § 1.4.3 Name(s) of general partner(s)

- § 1.5 If your organization is individually owned, answer the following:
 - § 1.5.1 Date of organization:
 - § 1.5.2 Name of owner:

- § 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

- § 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

- § 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

- § 3.1 List the categories of work that your organization normally performs with its own forces.

- § 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

- § 3.2.1 Has your organization ever failed to complete any work awarded to it?

- § 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

- § 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

- § 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires: