



**Monroe Council Agenda
Regular Meeting of Council
March 11, 2025 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of February 25, 2025

Visitors

Travis C. Bautz, Executive Director of the MidPointe Library System - May Levy

Committee Reports

Public Works Committee

Finance Committee

Administrative Liaison Committee

Technology Committee

Public Involvement Committee

Public Safety Committee

Old Business

New Business

Resolution No. 18-2025. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Barrett Paving Materials, Inc. for the 2025 Pavement Resurfacing and Striping Program.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: The 2025 paving program opened on February 20. Four bids were received, with Barrett Materials being the apparent low bidder.

The base bid on the project included the following:

PAVING

- East Avenue - (SR 63 to Lebanon Street)
- Lebanon Street - (Main Street to East Avenue)



- South Main Street - (Carson Road to Mason Avenue)
- Todhunter Road- (Rt 4 to Carol Anne)

STRIPING

- Todhunter Road- (Rt 4 to Dorothy Lane)
- New Garver Rd- (Lebanon Street to Clarence F. Warner Drive)
- Lebanon Street- (Main Street to Dead-end)
- American Way- (Lebanon Street to SR 63)
- SR 63- Union Road to the Shell Gas Station)
- Gallaher Road- (Lebanon Street to Paddock Lane)
- SR 63 and Main Street Intersection
- Britton Lane and SR63 Pedestrian Crossings

TOTAL BASE BID COST W/ 10% CONTINGENCY: \$575,980.74

BID ALTERNATES (Paving & Striping)

Greentree Road (Cin-Day Rd to I-75)

TOTAL BID ALTERNATE 1 COST: \$299,853.00

Todhunter Road (Carol Anne to Dorothy Lane)

TOTAL BASE BID ALTERNATE 2 COST: \$200,437.00

TOTAL 2025 PAVING BUDGET\$1,500,000.00

TOTAL 2025 PAVING BID W 10% CONTINGENCY..... \$1,126,299.74

Ordinance No. 2025-03. An Ordinance supplementing Chapter 1022 Sidewalks, Curb and Gutter and Drive Aprons of the Codified Ordinances to require compliance with the Americans with Disabilities Act, Public Rights-of-Way Accessibility Guidelines, and City Standards.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: This Ordinance establishes requirements for ADA compliance in new construction and modifications of sidewalks and related infrastructure within the City of Monroe. The ordinance applies to all new sidewalk construction, modifications of existing sidewalks, and development projects including residential and commercial subdivisions. It mandates compliance with current Americans with Disabilities Act (ADA) standards and Public Rights-of-Way Accessibility Guidelines (PROWAG).

Key provisions include requirements for truncated domes, accessible ramps, connecting sidewalks, and appropriate slopes and surfaces. The ordinance places responsibility for installation costs and compliance testing on developers. Enforcement mechanisms include withholding final plat approval



until ADA-compliant infrastructure passes inspection, and violations are subject to the City's code enforcement procedures. The ordinance takes effect immediately upon adoption and publication.

In addition, this Ordinance establishes requirements for common sidewalks and related infrastructure in Monroe's subdivisions. The ordinance requires developers to install all common sidewalks and related infrastructure, including mailbox foundations and connecting sidewalks, before the final plat can be signed.

Key provisions:

- Defines developer responsibilities for all common concrete infrastructure in major and minor subdivisions
- Requires completion of all sidewalks and related infrastructure prior to final plat approval
- Establishes mandatory city inspection and approval process
- Includes enforcement measures through the City's code enforcement procedures

This ordinance will help ensure consistent development standards and timely completion of essential pedestrian infrastructure in new subdivisions. It takes effect immediately upon adoption and publication.

Ordinance No. 2025-04. An Ordinance supplementing Chapter 1044 of the Codified Ordinances establishing requirements for the installation of gas lines.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: SUMMARY Section 1044 of the municipal code establishes requirements for natural gas line installation in new subdivisions, defining developer responsibilities and completion requirements.

KEY PROVISIONS

The ordinance mandates that developers of both residential and commercial subdivisions are financially responsible for natural gas line installation. Key requirements include:

1. Location Requirements

- Natural gas lines must be installed within public right-of-way or developer-provided private easements

2. Completion Timeline

- Installation and substantial completion of gas lines must occur prior to final plat drawing signatures
- The installation falls under Streets and Utilities Bond coverage



3. Compliance Documentation

- Developers must reference the City of Monroe Construction Standards and Engineering Guide handbook for:
 - Substantial completion form requirements
 - Streets and Utilities Bond specifications

FISCAL IMPACT This ordinance assigns the financial responsibility of natural gas line installation to developers rather than the city, ensuring cost-effective infrastructure development.

RECOMMENDATION Staff recommends maintaining these requirements as they ensure safe and proper gas infrastructure development while protecting city resources. The established timeline and documentation requirements provide clear guidance for project completion and verification.

Ordinance No. 2025-05. An Ordinance supplementing Chapter 1046 of the Codified Ordinances establishing requirements for the installation of electric lines and appurtenances.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: SUMMARY Section 1046 of the municipal code establishes requirements for electric line and appurtenance installation in new subdivisions, outlining developer responsibilities and completion requirements.

KEY PROVISIONS

The ordinance requires developers of both residential and commercial subdivisions to be financially responsible for electric line and appurtenance installation. Key requirements include:

1. Location Requirements

- Electric lines and appurtenances must be installed within public right-of-way or developer-provided private easements

2. Completion Timeline

- Installation and substantial completion of electric infrastructure must occur prior to final plat drawing signatures
- The installation falls under Streets and Utilities Bond coverage

3. Compliance Documentation

- Developers must reference the City of Monroe Construction Standards and Engineering Guide handbook for:
 - Substantial completion form requirements
 - Streets and Utilities Bond specifications



FISCAL IMPACT This ordinance places the financial responsibility for electric infrastructure installation on developers rather than the city, ensuring efficient allocation of municipal resources. **RECOMMENDATION** Staff recommends maintaining these requirements as they ensure proper electrical infrastructure development while protecting city resources. The clear timeline and documentation requirements facilitate effective project management and completion verification.

Ordinance No. 2025-06. An Ordinance supplementing Chapter 1050 of the Codified Ordinances to establish regulations of the installation of street lighting in subdivisions.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: SUMMARY Section 1050 of the municipal code outlines the requirements for street lighting installation in new subdivisions, establishing clear developer responsibilities and completion requirements.

KEY PROVISIONS

The ordinance establishes that developers of both residential and commercial subdivisions are financially responsible for street lighting installation. Key requirements include:

1. Location Requirements

- Street lighting must be installed within public right-of-way or developer-provided private easements

2. Completion Timeline

- Installation and substantial completion of street lighting must occur prior to final plat drawing signatures
- The installation falls under Streets and Utilities Bond coverage

3. Compliance Documentation

- Developers must reference the City of Monroe Construction Standards and Engineering Guide handbook for:
 - Substantial completion form requirements
 - Streets and Utilities Bond specifications

FISCAL IMPACT This ordinance places the financial burden of street lighting installation on developers rather than the city, resulting in cost savings for municipal infrastructure development. **RECOMMENDATION** Staff recommends maintaining these requirements as they ensure proper infrastructure development while protecting city resources. The clear timeline and documentation requirements facilitate efficient project management and completion verification.



Ordinance No. 2025-07. An Ordinance supplementing Title Four of the Codified Ordinances for the creation of Chapter 1052 relating to construction and development bonds.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: Overview. The proposed ordinance creates a new Chapter 1051 in the City of Monroe's Codified Ordinances, establishing comprehensive requirements for construction and development bonds. This change consolidates and updates existing bond requirements into a single, cohesive chapter within the City's Codified Ordinances.

Purpose. The ordinance serves several key objectives:

Ensures proper completion of development projects

Protects public infrastructure

Streamlines bond requirements into a unified framework

Promotes orderly development

Enhances public interest protection Key Components of Chapter 1052 Development Bonds (Section 1052.03) Required for all residential and commercial major subdivision development projects:

SWP3 Bond

Required before any site disturbance

Amount: 100% of Engineer's estimate

Ensures proper implementation of stormwater pollution prevention

Earthwork Bond

Required before any earthwork activities

Amount: 75% of Engineer's estimate

Ensures proper vegetation coverage and site stability

Detention/Retention Bond

Required before Earthwork Bond release

Amount: 75% of Engineer's estimate

Guarantees proper drainage infrastructure construction

Streets and Utilities Bond

Required before final plat signature

Amount: 130% of the estimate for incomplete work plus 20% retention

Ensures completion of all infrastructure improvements

Sidewalk Bond

Required before final plat signature

Amount: 130% of estimated cost for 20% of total requirement

Provides flexibility in completion timing



Water Maintenance Bond

Duration: One year from final acceptance

Amount: 10% of total water infrastructure value

Guarantees infrastructure quality

Construction Bonds (Section 1052.04) Required for commercial, retail, and industrial projects:

Commercial Right-of-Way Bond

Required before work in public right-of-way

Amount: 130% of estimated construction cost

Ensures proper restoration of public spaces

SWP3 Bond

Mirrors development requirements

Maintains consistent environmental protection standards

Administrative Structure

Director of Public Works Authority

Controls contractual and financial obligations

Final authority on bond releases and reductions

Oversees Engineering Division

Approves and signs all bonds

City Engineer Responsibilities

Controls technical decisions

Reviews and recommends bond actions

Oversees technical inspection

Ordinance No. 2025-08. An Ordinance amending and supplementing Personnel Policy Sections 2-2 (b) 2., (f), and (g) pertaining to hours of work, compensatory time, and witness or jury duty.

Sponsor: Sarah Hunold

Strategic Priority: Good Governance

Background: 2-2 Compensation, Hours of Work, Temporary Assignment and Miscellaneous Leave

2-2 (b) Hours of Work:

Currently, for non-union staff, vacation, holiday, and personal time hours used within a pay period are counted as hours worked and are therefore factored into the overtime threshold calculation. We are updating the language in section 2-2 (b)(2) to also include sick time. This change will create uniform language across all staff and align with the language in the union contracts.

2-2 (f) Compensatory Time:



Compensatory time in lieu of overtime is a valuable benefit for staff and offers cost savings for the city. This benefit enables newer employees, who have limited PTO, to work available overtime and bank that time as compensatory time to take days off in the future. We are updating the language in section 2-2 (f) to allow non-union employees to accrue a maximum of 40 hours of compensatory time at any given time, instead of limiting accrual to once per year. This change provides greater flexibility for employees, which aligns with the preferences of the current workforce, while still maintaining departmental authority over scheduling and PTO approval.

2-2 (g) *Witness or Jury Duty:*

The only modifications to this section are to clarify that employees will only receive compensation for actual hours of work missed due to jury duty. Any hours outside of the employee's scheduled shift spent in jury duty will not be paid by the city. Additionally, we are further clarifying that time spent in court for personal reasons must be covered using available PTO. Leave without pay may only be approved if the employee has no other leave available.

2-3 Sick Leave Policy

The changes to this policy provide greater flexibility for employees by allowing them to use any available PTO to cover sick leave for injury or illness. Additionally, there is further clarification regarding the information employees must provide when calling off work due to injury or illness, as well as the documentation that may be required by Human Resources.

Ordinance No. 2025-09. An Ordinance amending and supplementing Personnel Policy Sections 2-3 f. through i. pertaining to sick leave.

Sponsor: Sarah Hunold

Strategic Priority: Good Governance

Background: 2-3 Sick Leave Policy

The changes to this policy provide greater flexibility for employees by allowing them to use any available PTO to cover sick leave for injury or illness. Additionally, there is further clarification regarding the information employees must provide when calling off work due to injury or illness, as well as the documentation that may be required by Human Resources.

Consideration of Motion authorizing the expenditure to Mid-Miami Roofing, Inc. for the property located at 602 South Main Street in the amount of \$934,605.10.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: Bidding was done through the Equallis Group, which meets the requirements of the ORC, so we did not have to advertise for this project bid.
Here's a comprehensive summary of the City of Monroe Roofing Project:



PROJECT OVERVIEW:

Location: 602 S Main St, Monroe, OH 45050

Project Components: Police Station and Strip Center

Total Area: 37,522 square feet

Timing: April 21, 2025 - July 31, 2025

SCOPE OF WORK

- Installation of Carlisle Sure-Seal (White) FleeceBACK Adhered Roofing System
- 20-year manufacturer's Total System Warranty
- Complete system includes:
 1. EPS Flute Fill
 2. SecurShield HD Cover Board
 3. FleeceBack membrane
 4. All necessary flashings and terminations

BID COMPARISON

1. **Roof Connect Bid #56724**
2. Base Bid: \$895,967.00
3. Standard allowances included
4. **Roof Connect Bid #56725**
5. Base Bid: \$1,091,960.00
6. Standard allowances included
7. **Mid-Miami (Local Contractor) Bid #56726 Detailed Breakdown: Police Station:**
8. Base Work: \$597,792.00
9. Allowance: \$25,000.00
10. Subtotal: \$622,792.00

Strip Center:

- Base Work: \$226,848.00
- Allowance: \$25,000.00
- Subtotal: \$251,848.00

Mid-Miami Bid Summary:

- Original Base Bid: \$899,641.00
- Less Allowance: (\$50,000.00)
- Adjusted Base Bid: \$849,641.00



- 10% Contingency (including allowance): \$89,641.10
- Final Project Total: \$934,605.10

KEY PROJECT REQUIREMENTS

1. Police station must remain operational 24/7
2. Project coordination through Gary Morton, Director of Public Works
3. All bidders using Equalis Group Cooperative Contract (COG-2133B)
4. Strict safety and access protocols required
5. Material storage restrictions within the Police Department area

ADDITIONAL FEATURES

- Optional warranty extension program offering 25% extended term
- Daily cleanup requirements
- Nightly tie-ins for water tightness
- Comprehensive warranty coverage

RECOMMENDATION Mid-Miami presents the most competitive bid with several advantages:

1. Local contractor
2. Most detailed bid breakdown
3. Lowest base bid
4. Clear project timeline
5. Transparent cost structure

All dollar amounts include materials, labor, and specified warranty coverage. Due to material volatility, prices are valid for 30 days from the bid date.

Administrative Reports

Executive Session - To consider the employment and compensation of a public employee and public officials.

Adjournment



**Monroe Council Minutes
Regular Meeting of Council
February 25, 2025 – 6:30 p.m.
233 South Main Street, Monroe, Ohio 45050**

Pledge of Allegiance

Mayor Funk opened the regular meeting of Council at 6:30 p.m. with the Pledge of Allegiance.

Roll Call

Council members present: Kelly Clark, Keith Funk, Michael Graves, Tom Hagedorn, Christina McElfresh, and Ben Wagner.

Mrs. McElfresh moved to excuse Mr. Centers; seconded by Mr. Hagedorn. Voice vote. Motion carried.

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of February 11, 2025; seconded by Mr. Hagedorn. Voice vote. Motion carried.

Visitors

None.

Committee Reports

None.

Old Business

Ordinance No. 2025-02. An Ordinance amending and supplementing Sections 286.08 and 286.09 of the Codified Ordinances to change the planning, zoning, and building permit fees. (Second Reading)

The Clerk of Council read the title of Ordinance No. 2025-02.

Mrs. McElfresh moved to adopt Ordinance No. 2025-02; seconded by Dr. Clark. Roll call vote:

New Business

Resolution No. 16-2025. A Resolution authorizing the City Manager to enter into a professional service agreement by and between the City of Monroe and Fishbeck Engineering to provide professional floodplain management services.



The Clerk of Council read the title of Resolution No. 16-2025.

In response to Mr. Hagedorn's inquiry, Mr. Morton explained that the cost for Fishbeck Engineering's review would be borne by the developers.

Mrs. McElfresh moved to adopt Resolution No. 16-2025; seconded by Mr. Hagedorn. Roll call vote: six ayes. Motion carried.

Resolution No. 17-2025. A Resolution of the City Council of the City of Monroe, Ohio declaring support for the preservation of the federal tax exemption of municipal bonds.

The Clerk of Council read the title of Resolution No. 17-2025.

Mrs. McElfresh moved to adopt Resolution No. 17-2025; seconded by Mr. Wagner. Roll call vote: six ayes. Motion carried.

Administrative Reports

Dr. Clark noted that the Council was presented with three options for the Fourth of July Fireworks Display in 2025.

Dr. Clark moved to authorize the expenditure of \$20,000 for the 2025 Fourth of July Fireworks Display; seconded by Mr. Hagedorn. Voice vote. Motion carried.

63 Corridor Safety Study Discussion

Mr. Goodhue sought direction from City Council on whether or not to apply for a safety grant through the Ohio Department of Transportation for the intersection of State Route 63 and North Main Street.

Considerable discussion was held among members of Council and staff as to whether the back plates, signs, and side signals should be installed now rather than wait to see if the grant would cover the back plates and side signals.

Mr. Hagedorn was of the opinion that the back plates and side signals should be installed now with the signage and striping as opposed to waiting. He pointed out that the budget was only \$13,000 short to complete all of these items now and did not want to wait for the decision on the grant.

Mrs. McElfresh moved to direct the application of an Ohio Department of Transportation Safety Grant for the intersection of State Route 63 and North Main Street; seconded by Mr. Graves. Roll call vote: five ayes; one nay (Hagedorn). Motion carried.



Executive Session

Mrs. McElfresh moved to consider the purchase and/or sale of property, employment, and compensation of a public employee and public officials; seconded by Mr. Graves. Roll call vote: six ayes. Motion carried.

Council adjourned into executive session at 7:16 p.m.

Mrs. McElfresh moved to reconvene into regular session; seconded by Mr. Hagedorn. Voice vote. Motion carried.

Council reconvened into regular session at 9:20 p.m.

Adjournment

Mrs. McElfresh moved to adjourn the regular meeting of Council; seconded by Mr. Hagedorn. Voice vote. Motion carried.

The regular meeting of Council adjourned at 9:20 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

RESOLUTION NO. 18-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND BARRETT PAVING MATERIALS, INC. FOR THE 2025 PAVEMENT RESURFACING AND STRIPING PROGRAM.

WHEREAS, after advertisement and receipt of bids for the 2025 Pavement Resurfacing and Striping Program, it was determined that Barrett Paving Materials, Inc. was the lowest and/or best bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: After advertising and bidding, the bid submitted by Barrett Paving Materials, Inc. is hereby accepted and determined to be the lowest and/or best bidder for the 2025 Pavement Resurfacing and Striping Program.

SECTION 2: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Barrett Paving Materials, Inc. for the 2025 Pavement Resurfacing and Striping Program in an amount not to exceed \$1,126,299.74 pursuant to the terms and conditions set forth in the bid specifications submitted on February 20, 2025.

SECTION 3: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

Item No.	ODOT Spec.	Item	Quantity	Unit	Unit Price	Unit Price Total
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East Ave		SR 4 to Lebanon Street				
1	253	Full Depth Pavement Repair (301) 6"	57	CY	300.00	17,100.00
2	254	3" Pavement Planning, Asphalt Concrete	6781	SY	2.50	16,952.50
3	407	Tack Coat	576	GAL	3.50	2,016.00
4	441	1.25" Asphalt Concrete Intermediate Course, Type 2 (449), PG 64-22	235	CY	168.00	39,480.00
5	441	1.75" Asphalt Concrete Surface Course, Type 1 (448) PG 64-22	330	CY	176.00	58,080.00
6	611	Adjust Manhole to Grade	9	EA	815.00	7,335.00
7	611	Adjust Valve to Grade	14	EA	365.00	5,110.00
8	644	10 ft wide Crosswalk Hi-Vis	132	LF	6.35	838.20
9	644	Double Yellow Center Line	1245	LF	1.10	1,369.50
10	644	Single Yellow Line	66	LF	0.55	36.30
11	644	Stop Bar	42	LF	6.50	273.00
12	614	Maintenance of Traffic	1	LS	5,740.00	5,740.00
13	624	Mobilization	1	LS	3,650.00	3,650.00
East Ave Bid Subtotal						157,980.50

Lebanon St		Main to East				
1	253	Full Depth Pavement Repair (301) 6"	22	CY	300.00	6,600.00
2	254	3" Pavement Planing, Asphalt Concrete	2517	SY	2.50	6,292.50
3	407	Tack Coat	214	GAL	3.50	749.00
4	441	1.25" Asphalt Concrete Intermediate Course, Type 2 (449), PG 64-22	87	CY	168.00	14,616.00
5	441	1.75" Asphalt Concrete Surface Course, Type 1 (448) PG 64-22	122	CY	176.00	21,472.00
6	611	Adjust Valve to Grade	9	EA	365.00	3,285.00
7	614	Maintenance of Traffic	1	LS	3,485.00	3,485.00
Lebanon St Bid Subtotal						56,499.50

S. Main		Carson to Mason				
1	253	Full Depth Pavement Repair (301) 6"	52	CY	300.00	15,600.00
2	254	3" Pavement Planning, Asphalt Concrete	6248	SY	2.50	15,620.00
3	407	Tack Coat	531	GAL	3.50	1,858.50
4	441	1.25" Asphalt Concrete Intermediate Course, Type 2 (449), PG 64-22	217	CY	168.00	36,456.00

5	441	1.75" Asphalt Concrete Surface Course, Type 1 (448) PG 64-22	304	CY	176.00	53,504.00
6	644	Edge Line	2949	LF	0.55	1,621.95
7	644	Double Yellow Center Line	1727	LF	1.10	1899.70
8	644	Yellow Trans/Diagonal Line	112	LF	5.25	588.00
9	644	White Channelizing Line	191	LF	1.35	257.85
10	644	Lane Arrow	2	EA	95.00	190.00
11	644	Word "Only", 96"	2	EA	110.00	220.00
12	611	Adjust Valve to Grade	2	EA	365.00	730.00
13	614	Maintenance of Traffic	1	LS	5,285.00	5,285.00
14	624	Mobilization	1	LS	3,365.00	3,365.00
S. Main Bid Subtotal						137,196.00

Todhunter Rd (RT 4 to Carol Anne)

1	253	Full Depth Pavement Repair (301) 6"	36	CY	300.00	10,800.00
2	254	3" Pavement Planing, Asphalt Concrete	4333	SY	2.50	10,832.50
3	407	Tack Coat	368	GAL	3.50	1,288.00
4	441	1.25" Asphalt Concrete Intermediate Course, Type 2 (449), PG 64-22	150	CY	168.00	25,200.00
5	441	1.75" Asphalt Concrete Surface Course, Type 1 (448) PG 64-22	211	CY	176.00	37,136.00
6	611	Adjust Valve to Grade	3	EA	365.00	1,095.00
7	614	Maintenance of Traffic	1	LS	3,665.00	3,665.00
8	624	Mobilization	1	LS	2,330.00	2,330.00
Todhunter Rd (RT 4 to Carol Anne) Bid Subtotal						92,346.50

Todhunter Rd Striping SR 4 to Dorothy Lane

1	644	Edge Line	9938	LF	0.55	5,465.90
2	644	Double Yellow Center Line	4497	LF	1.10	4,946.70
3	644	Stop Bar	19	LF	6.50	123.50
4	644	Yellow 1-Direction No Passing	477	LF	0.75	357.75
Todhunter Rd Striping SR 4 to Dorothy Lane Bid Subtotal						10,893.85

New Garver Striping (Lebanon to North end Clarence F. Warner)

1	644	White Edge Line *None North of 63	319	LF	0.55	175.45
2	644	White Channelizing Line	1159	LF	1.35	1,564.65
3	644	Double Yellow Line	523	LF	1.10	575.30
4	644	Transverse/Diagonal Line	55	LF	5.25	288.75

5	644	Lane Arrow	16	EA	95.00	1,520.00
6	644	Word "Only", 96"	1	EA	110.00	110.00
7	644	Single Yellow Line	151	LF	0.55	83.05
8	644	Dashed White Line	314	LF	0.35	109.90
9	644	Stop Bar	104	LF	6.50	676.00
New Garver Striping (Lebanon to North end Clarence F. Warner) Bid Subtotal						5,103.10

Lebanon Street Striping (Main to east end)						
1	644	White Edge Line	11267	LF	0.55	6,196.85
2	644	Double Yellow Line	6206	LF	1.10	6,826.60
3	644	Lane Arrow	1	EA	95.00	95.00
4	644	Word "Only", 96"	1	EA	110.00	110.00
5	644	White Channelizing	100	LF	1.05	105.00
6	644	10 ft wide Crosswalk Hi-Vis	83	LF	6.35	527.05
7	644	Stop Bar	41	LF	6.50	266.50
Lebanon Street Striping (Main to east end) Bid Subtotal						14,127.00

American Way Striping (Lebanon to SR 63)						
1	644	White Channelizing Line	404	LF	1.35	545.40
2	644	Double Yellow Line	675	LF	1.10	742.50
3	644	Edge Line	1549	LF	0.55	851.95
4	644	Lane Arrow	3	EA	95.00	285.00
5	644	Stop Bar	81	LF	6.50	526.50
6	644	Word "Only", 96"	2	EA	110.00	220.00
7	644	Dashed White Line	417	LF	0.35	145.95
American Way Striping (Lebanon to SR 63) Bid Subtotal						3,317.30

SR 63 Striping (2023 Patch to west of Union Rd)						
1	644	White Channelizing Line	3547	LF	1.35	4,788.45
2	644	Double Yellow Line	1886	LF	1.10	2,074.60
3	644	White Trans/Chevron Line	302	LF	5.25	1,585.50
4	644	Yellow Trans/Diagonal Line	167	LF	5.25	876.75
5	644	Lane Arrow	36	EA	95.00	3,420.00
6	644	Word "Only", 96"	5	EA	110.00	550.00
7	644	Single Yellow Line	1399	LF	0.55	769.45
8	644	Mini Dashed White Line	447	LF	1.25	558.75

9	644	Dashed White Line	5453	LF	0.35	1,908.55
10	644	Edge Line	3457	LF	0.55	1,901.35
11	644	RR Crossing	1	EA	650.00	650.00
12	644	Stop Bar	294	LF	6.50	1,911.00
SR 63 Striping (2023 Patch to west of Union Rd) Bid Subtotal						20,994.40

Gallaher Striping (Lebanon to Paddock)						
1	644	Double Yellow Line	493	LF	1.10	542.30
2	644	Edge Line	1784	LF	0.55	981.20
3	644	Stop Bar	62	LF	6.50	403.00
4	644	10 ft wide Crosswalk Hi-Vis	40	LF	6.35	254.00
5	644	White Channelizing Line	133	LF	1.05	139.65
Gallaher Striping (Lebanon to Paddock) Bid Subtotal						2,320.15

SR 63 Main Street Intersection Striping						
1	644	White Channelizing Line	2971	LF	1.35	4,010.85
2	644	Double Yellow Line	855	LF	1.10	940.50
3	644	White Trans/Chevron Line	855	LF	5.25	4,488.75
4	644	Yellow Trans/Diagonal Line	463	LF	5.25	2,430.75
5	644	Lane Arrow	25	EA	95.00	2,375.00
6	644	Word "East Ave", 96"	1	EA	450.00	450.00
7	644	Word "Main St", 96"	1	EA	450.00	450.00
8	644	Single Yellow Line	2418	LF	0.55	1,329.90
9	644	Dashed White Line	2898	LF	0.35	1,014.30
10	644	Mini Dashed White Line	447	LF	1.25	558.75
11	644	Edge Line	4563	LF	0.55	2,509.65
12	644	Stop Bar	228	LF	6.50	1,482.00
SR 63 Main Street Intersection Striping Bid Subtotal						22,040.45

SR 63 Britton Lane Intersection Pedestrian Crossing						
1	644	10 ft wide Crosswalk Hi-Vis	126	LF	6.35	800.10
SR 63 Britton Lane Intersection Pedestrian Crossing Bid Subtotal						800.10

Total 523,618.85
 10%
 Contingency 52,361.89
 **Contingency Item at Owner/Engineer's Discretion

TOTAL BASE BID
 INCLUDING CONTINGENCY 575,980.74

Alternate 1

Greentree Cin-Day to I-75						
1	253	Full Depth Pavement Repair (301) 6"	119	CY	300.00	35,700.00
2	254	3" Pavement Planing, Asphalt Concrete	14306	SY	2.50	35,765.00
3	407	Tack Coat	1216	GAL	3.50	4,256.00
4	442	1.25" Asphalt Concrete Intermediate Course, Type 2 (449), PG 64-22	497	CY	168.00	83,496.00
5	442	1.75" Asphalt Concrete Surface Course, Type 1 (448) PG 64-22	695	CY	176.00	122,320.00
6	644	Edge Line	10600	LF	0.55	5,830.00
7	644	Double Yellow Center Line	5300	LF	1.10	5,830.00
8	644	Stop Bar	24	LF	6.50	156.00
9	614	Maintenance of Traffic	1	LS	5,000.00	5,000.00
10	624	Mobilization	1	LS	1,500.00	1,500.00
Greentree Bid Subtotal						299,853.00

Alternate 2

Todhunter Rd Carol Anne to Dorothy Lane						
1	253	Full Depth Pavement Repair (301) 6"	83	CY	300.00	24,900.00
2	254	3" Pavement Planing, Asphalt Concrete	10000	SY	2.50	25,000.00
3	407	Tack Coat	850	GAL	3.50	2,975.00
4	442	1.25" Asphalt Concrete Intermediate Course, Type 2 (449), PG 64-22	347	CY	168.00	58,296.00
5	442	1.75" Asphalt Concrete Surface Course, Type 1 (448) PG 64-22	486	CY	176.00	85,536.00
6	611	Adjust Valve to Grade	2	EA	365.00	730.00
7	614	Maintenance of Traffic	1	LS	3,000.00	3,000.00
Todhunter Rd Bid Subtotal						200,437.00

Total with Alternates 1,023,908.83

10%

**Contingency Item at Owner/Engineer's Discretion

Contingency 102,390.89

TOTAL BID INCLUDING ALL ALTERNATES AND CONTINGENCY 1,126,299.72

SPECIFICATIONS

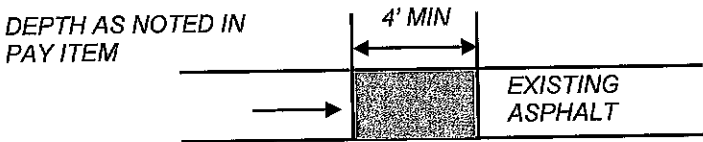
This project shall conform to the Ohio Department of Transportation Construction and Material Specifications dated January 1, 2023, the City of Monroe Standard Plans and Construction Specifications, and General Notes and Details as noted on the plans. The most restrictive shall apply as determined by the Owner.

GENERAL NOTES AND DETAILS

ITEM 253 – FULL DEPTH PAVEMENT REPAIRS

This work shall consist of full depth pavement removal and replacement as shown herein, at the direction of the Engineer. This operation shall be performed prior to planing of the road if resurfacing is to occur.

The Engineer will designate the location and limits of areas to be repaired. The pavement shall be removed in a manner such that neat vertical faces are established for the entire perimeter of the repair area. Any neat vertical face (including saw cutting) shall be included in the cost of this item. Tacking the vertical face of the cut shall also be included in the cost of the item.



This item shall cover:

- ITEM 202 – PAVEMENT REMOVED, ASPHALT
- ITEM 301 – BITUMINOUS AGGREGATE BASE

Work shall be performed in accordance with ITEM 253.

ITEM 254 – PAVEMENT PLANING ASPHALT CONCRETE, AS PER PLAN

On residential streets, planing shall be scheduled so as to be covered by intermediate course within 3 days. Mill such that crown is re-established if needed. Transverse slopes shall be ¼" per ft.

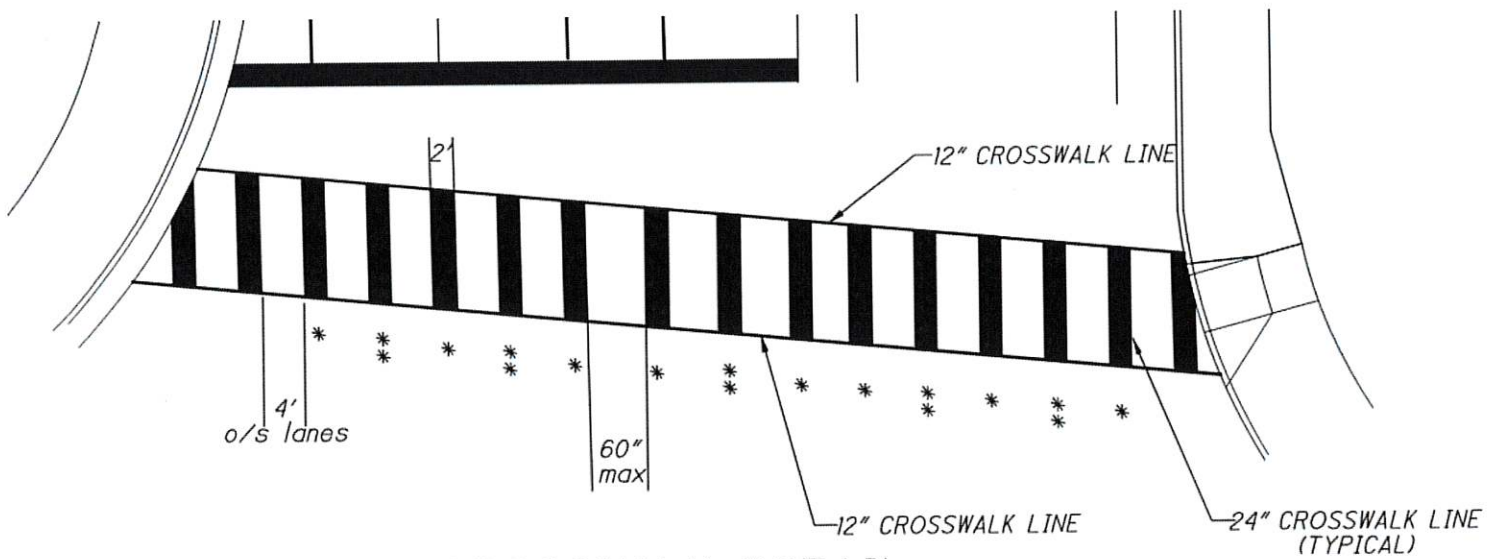
On arterial and collector streets, the planing shall be scheduled so as to be covered by intermediate course prior to reopening to traffic. This cost shall be included in the unit bid for respective items.

ASPHALT PAVEMENT ITEMS

All asphalt paving materials (Items 301, 407, 441, and 442), shall have ODOT-approved JMFs. The Contractor shall submit the JMF for each material to the Engineer prior to mobilizing to the site.

STRIPING ITEMS

All striping items (Items 644) shall conform to City of Monroe standards Series 300 for Thermoplastic, ODOT 641, MUTCD, and other applicable standards. The price shall also include the removal of old markings where applicable.



CROSSWALK DETAIL

N.T.S.

* - Centered on striping

** - Centered on lane

Below is a link to a website showing locations and details of the paving and striping areas:

<https://comohio.maps.arcgis.com/apps/dashboards/ed1ffcf727794131a3b4513b39294814>

BIDDER AFFIRMATION AND DISCLOSURE

Bidder acknowledges that by signing the Bid Form on the Bidder Signature and Information page, It affirms, understands, and will abide by the requirements of Executive Order 2019-12D. 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.

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.

1. Principal business location of Contractor:

3751 Commerce Drive	Franklin, OH 45005
Address	City, State, Zip

2. Location where services will be performed by Contractor:

Various Streets per project Documents	Monroe, Oh 45050
Address	City, State, Zip

Locations where services will be performed by Subcontractors, if known at time of Bid Opening:

Various Streets per project Documents	Monroe, Oh 45050
Address	City, State, Zip

Address	City, State, Zip
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Address	City, State, Zip
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3. Location where state data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

44461 Chilum Place	Ashburn, VA 20147
Address	City, State, Zip

Locations where state data will be stored, accessed, tested, maintained, or backed-up by Subcontractors, If known at time of Bid Opening:

Address	City, State, Zip
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Address	City, State, Zip
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Address	City, State, Zip
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ORDINANCE NO. 2025-03

AN ORDINANCE SUPPLEMENTING CHAPTER 1022 SIDEWALKS, CURB AND GUTTER AND DRIVE APRONS OF THE CODIFIED ORDINANCES TO REQUIRE COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES, AND CITY STANDARDS.

WHEREAS, the City of Monroe is committed to ensuring accessibility for all residents and visitors; and

WHEREAS, the Americans with Disabilities Act (ADA) and Public Rights-of-Way Accessibility Guidelines (PROWAG) establish standards for accessible design; and

WHEREAS, the City Council finds it necessary to ensure all new construction and modifications comply with these standards; and

WHEREAS, the City of Monroe seeks to ensure proper installation and completion of common sidewalks and related infrastructure in residential and commercial subdivisions; and

WHEREAS, clear responsibilities must be established for developers regarding common infrastructure.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Chapter 1022 Sidewalks, Curb and Gutter and Drive Aprons of the Codified Ordinances is hereby supplemented to read as follows:

“1022.01. Duty; Permit Requirements; Definitions.

1022.04

- (a) No sidewalk, curb and gutter, or drive apron shall be repaired, replaced or constructed unless a permit has been obtained from the Director of Public Works or designee. In the event any developer, contractor, and/or property owner(s) perform concrete work in the right-of-way without obtaining a permit, there will be a fine of \$500.00 for performing such work without a permit. If this fine is not paid within six months of being invoiced the fine shall be assessed to the property.
- (b) Repairs, replacements, and/or construction of sidewalks, curb and gutter, or drive apron shall be made pursuant to the specifications prepared by the City Engineer or designee.
- (c) Except as set forth in Section 1022.05 herein, this Chapter shall apply to all new sidewalk construction, any replacement, repair, or modification of existing sidewalks, all major and minor residential subdivisions, all commercial subdivisions, and development of commercial, retail, light industrial, and heavy industrial sites.
- (d) In addition to the specifications prepared by the City Engineer or designee, all new sidewalks and sidewalk modifications shall comply with the current Americans with

Disabilities Act (ADA) standards and Public Rights-of-Way Accessibility Guidelines (PROWAG). The required elements include, but are not limited to:

1. Truncated domes
2. Accessible ramps
3. Connecting sidewalks
4. Appropriate slopes and cross-slopes
5. Required width clearances
6. Surface requirements

For the purposes of this Chapter, the following definitions shall apply:

- A. “Common Sidewalks” shall mean all sidewalks and related infrastructure intended for common use within a subdivision.
- B. “Developer of Land” shall mean the person, corporation, or entity responsible for the development of the subdivision

1022.05 Exceptions.

No permit or deposit is required when a cut is made for the purpose of construction by a developer or subdivider of a new street in a new subdivision, or for the purpose of construction of a new public street or road, the plans for which have been approved by the Planning Commission; nor shall a permit be required for the installation of water mains, sewers or other utility pipe lines, provided that the curb shall be restored after installation of such water mains, sewers or other utility pipe lines.

No deposit as referred to in Section 1022.02 of the Codified Ordinances shall be required for a permit associated with a City-initiated assessment project.

Developers shall bear all costs associated with:

- (a) Installation of ADA-compliant infrastructure
- (b) Required modifications to achieve compliance
- (c) Any necessary testing or certification

For major and minor subdivisions, the final plat shall not be signed until all ADA-compliant infrastructure is installed and has passed inspection by the City of Monroe or their certified representatives.

The developer of land shall be responsible for the installation of all common sidewalks and appurtenances in major and minor subdivisions, including, but not limited to:

- (a) All common sidewalks within the subdivision
- (b) Mailbox gang unit foundations
- (c) Sidewalks leading to the mailboxes
- (d) All other concrete infrastructure deemed as common in the development

All common sidewalks and related infrastructure within residential or commercial subdivisions must be fully installed prior to the signature of the final plat. The developer shall coordinate with the City for all necessary inspections prior to the final plat approval.”

SECTION 2: This measure shall take effect and be in full force at the earliest period allowed by law.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

ORDINANCE NO. 2025-04

AN ORDINANCE SUPPLEMENTING CHAPTER 1044 OF THE CODIFIED ORDINANCES ESTABLISHING REQUIREMENTS FOR THE INSTALLATION OF GAS LINES.

WHEREAS, Council deems it in the best interest of the City of Monroe to establish requirements for the installation of gas lines in subdivisions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Chapter 1044 of the Codified Ordinances is hereby supplemented to read as follows:

“1044.01. INSTALLATION OF NATURAL GAS LINES IN SUBDIVISIONS

- (a) In all residential and commercial subdivisions, the developers shall be responsible for installing natural gas lines at their cost.
- (b) All natural gas lines shall be installed:
 - 1. Within the public right-of-way; or
 - 2. Within private easements provided by the developer.
- (c) Installation and substantial completion of all gas lines shall be required before the final plat drawings are signed.
- (d) Gas line installation shall be covered under the Streets and Utilities Bond.
- (e) refer to the City of Monroe Construction Standards and Engineering Guide handbook for substantial completion form and Streets and Utilities Bond requirements.”

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

ORDINANCE NO. 2025-05

AN ORDINANCE SUPPLEMENTING CHAPTER 1046 OF THE CODIFIED ORDINANCES ESTABLISHING REQUIREMENTS FOR THE INSTALLATION OF ELECTRIC LINES AND APPURTENANCES.

WHEREAS, Council deems it in the best interest of the City of Monroe to establish requirements for the installation of electric lines and appurtenances in subdivisions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Chapter 1046 of the Codified Ordinances establishing requirements for the installation of electric lines and appurtenances as follows:

“1046.01 INSTALLATION OF ELECTRIC LINES AND APPURTENANCES IN SUBDIVISIONS

- (a) In all residential and commercial subdivisions, the developers shall be responsible for installing electric lines and appurtenances at their cost.
- (b) All electric lines and appurtenances shall be installed:
 - 1. Within the public right-of-way; or
 - 2. Within private easements provided by the developer.
- (c) Installation and substantial completion of all electric lines and appurtenances shall be required before the final plat drawings are signed.
- (d) Electric line and appurtenance installation shall be covered under the Streets and Utilities Bond.
- (e) refer to the City of Monroe Construction Standards and Engineering Guide handbook for substantial completion form and Streets and Utilities Bond requirements.”

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

ORDINANCE NO. 2025-06

AN ORDINANCE SUPPLEMENTING CHAPTER 1050 OF THE CODIFIED ORDINANCES TO ESTABLISH REGULATIONS OF THE INSTALLATION OF STREET LIGHTING IN SUBDIVISIONS.

WHEREAS, Council deems it necessary to establish regulations of the installation of street lighting in subdivisions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Chapter 1050 of the Codified Ordinances to establish regulations of the installation of street lighting in subdivisions as follows:

“1050.02. Installation of Street Lighting in Subdivision.

- (a) In all residential and commercial subdivisions, the developers shall be responsible for installing street lighting at their cost.
- (b) All street lighting shall be installed:
 - 1. Within the public right-of-way; or
 - 2. Within private easements provided by the developer.
- (c) Installation and substantial completion of all street lighting shall be required before the final plat drawings are signed.
- (d) Street lighting installation shall be covered under the Streets and Utilities Bond.
- (e) refer to the City of Monroe Construction Standards and Engineering Guide handbook for substantial completion form and Streets and Utilities Bond requirements.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

ORDINANCE NO. 2025-07

AN ORDINANCE SUPPLEMENTING TITLE FOUR OF THE CODIFIED ORDINANCES FOR THE CREATION OF CHAPTER 1052 RELATING TO CONSTRUCTION AND DEVELOPMENT BONDS.

WHEREAS, the City of Monroe desires to establish comprehensive requirements for construction and development bonds to ensure proper completion of development projects and protection of public infrastructure; and

WHEREAS, the City Council finds it necessary to consolidate and update existing bond requirements into a single, comprehensive chapter within the City's Codified Ordinances; and

WHEREAS, this Ordinance will replace all other ordinances for bonds and sections of the Codified Ordinances with bond references; and

WHEREAS, the City Council has determined that the adoption of Chapter 1052 will promote orderly development and protect the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Title Four of the Codified Ordinances is hereby submitted as follows:

“1052.01 PURPOSE AND SCOPE

The purpose of this chapter is to establish comprehensive requirements for construction and development bonds within the City of Monroe to ensure proper completion of development projects and protection of public infrastructure.

1052.02 DEFINITIONS

For the purpose of this chapter, the following definitions shall apply:

(A) "BOND" means either:

1. A cash deposit held by the City of Monroe in a non-interest-bearing account, to be refunded within 30 days of bond release; or
2. A surety bond issued by a company licensed to do business in the State of Ohio and held by the Department of Public Works, Engineering Division.

(B) "CITY STANDARDS" means the current City of Monroe Engineering Design and Construction Standards.

(C) "CITY ENGINEER" means the professional engineer designated by the City of Monroe to oversee technical aspects of public infrastructure and development projects, operating under the Department of Public Works.

(D) "DETENTION/RETENTION FACILITIES" means all stormwater management structures including but not limited to basins, ponds, underground storage systems, and associated outlet structures.

(E) "DIRECTOR OF PUBLIC WORKS" means the director of the Department of Public Works for the City of Monroe, Ohio, or their authorized representative, who has authority over all contractual and financial obligations related to public infrastructure and development projects.

(F) "ENGINEER'S ESTIMATE" means the detailed cost calculation prepared by a licensed Professional Engineer for the specific work covered by each bond.

(G) "FINAL PLAT" means the final subdivision plat document approved by the City of Monroe Planning Commission and ready for recording with the County Recorder's Office.

(H) "OPEN CHANNEL" means constructed or natural drainage ways designed to convey stormwater through or from the development.

(I) "PHASE" means a distinct portion of the subdivision development as delineated in the approved construction drawings by the City of Monroe.

(J) "PRIVATE DRAINAGE EASEMENT" means a dedicated easement for stormwater conveyance and management located on private property.

(K) "RIGHTS-OF-WAY" means land, property, or interest therein, usually in a strip, acquired for or devoted to transportation or utility purposes under the jurisdiction of the City of Monroe.

(L) "SUBSTANTIAL COMPLETION" means the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the approved plans and specifications such that the City can utilize the work for its intended use.

(M) "SURETY" means a company licensed by the State of Ohio that guarantees the completion of the work through a surety bond.

(N) "WATER INFRASTRUCTURE" means all water mains, hydrants, valves, service connections, and related appurtenances installed within the development.

1052.03 DEVELOPMENT BONDS

The following bonds shall be required for all residential and commercial major subdivision development projects:

1052.03.1 SWP3 BOND

(A) REQUIREMENT: Must be executed before any site disturbance.

(B) AMOUNT: 100% of Engineer's estimate for SWP3 implementation, maintenance, and monitoring.

(C) RELEASE CONDITIONS:

1. All requirements met per approved plans
2. Final stabilization achieved
3. Temporary measures removed
4. Final inspection approval

1052.03.2 EARTHWORK BOND

(A) REQUIREMENT: Must be executed, approved, and recorded before any earthwork activities may commence.

(B) AMOUNT: 75% of the Engineer's detailed cost estimate for all earthwork activities.

(C) RELEASE CONDITIONS:

1. Minimum 70% of disturbed area covered with proper healthy vegetation
2. Vegetation coverage inspected and approved by City
3. Written City release issued

1052.03.3 DETENTION/RETENTION BOND

(A) REQUIREMENT: Must be executed before Earthwork Bond release.

(B) AMOUNT: 75% of the Engineer's detailed cost estimate for all drainage infrastructure.

(C) RELEASE CONDITIONS:

1. All facilities constructed according to approved plans
2. 80% completion of dependent phases
3. Final inspection and approval

1052.03.4 STREETS AND UTILITIES BOND

(A) REQUIREMENT: Must be executed before signature of final plat for either the entire subdivision or phase thereof, depending on the agreed upon conditions of the project.

(B) AMOUNT: 130% of Engineer's estimate for incomplete work plus 20% retention for completed work.

(C) RELEASE CONDITIONS:

1. All improvements completed per approved plans
2. Testing requirements met
3. Documentation submitted
4. Final inspection approval

1052.03.5 SIDEWALK BOND

(A) REQUIREMENT: Must be in place before final plat signature.

(B) AMOUNT: 130% of estimated cost for 20% of total sidewalk requirement.

(C) RELEASE OPTIONS:

1. Standard Release: After all lots developed
2. Early Release: Installation of 6" thickness sidewalks across undeveloped lots

1052.03.6 WATER MAINTENANCE BOND

- (A) REQUIREMENT: Must be in place before final plat signature.
- (B) AMOUNT: 10% of total water infrastructure value.
- (C) DURATION: One year from final acceptance of water infrastructure.

1052.04 CONSTRUCTION BONDS

The following bonds shall be required for all commercial, retail, light and heavy industrial building projects:

1051.04.1 COMMERCIAL RIGHT-OF-WAY BOND

- (A) REQUIREMENT: Must be executed before any work in public right-of-way.
- (B) AMOUNT: 130% of the estimated cost of construction within right-of-way.
- (C) RELEASE CONDITIONS:
 - 1. Complete project completion
 - 2. Full restoration of impacted rights-of-way
 - 3. Final inspection approval

1052.04.2 SWP3 BOND

Requirements same as Section 1051.03.6.

1051.05 AUTHORITY AND ADMINISTRATION

- (A) DIRECTOR OF PUBLIC WORKS:
 - 1. Has control over all contractual and financial obligations of related projects
 - 2. Oversees the Division of Engineering
 - 3. Approves and signs all bonds or designates authority for such approval
 - 4. Has final authority on bond releases and reductions
- (B) CITY ENGINEER:
 - 1. Has control over technical decisions and determinations
 - 2. Reviews and provides technical recommendations on bonds
 - 3. Oversees technical inspections and approvals

1051.06 GENERAL PROVISIONS

- (A) All bonds shall be:
 - 1. Executed on City-approved forms
 - 2. Accompanied by detailed Engineer's estimates
 - 3. Approved and signed by the Director of Public Works or their designee
 - 4. Maintained until final City approval

(B) Cash bonds shall be refunded within 30 days of release.

(C) Refer to City of Monroe Construction Standard and Engineering Guide Handbook for complete bond documents and exhibits.

1052.07 SEVERABILITY

If any provision of this chapter is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision.

1052.99 PENALTY

Any person, owner, developer, or applicant who fails to comply with any of the provisions of this Chapter shall be guilty of a minor misdemeanor. Each day's violation shall constitute a separate offense."

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

2-2 Compensation, Hours of Work, Temporary Assignment and Miscellaneous Leave Policy

2-2 (a) Compensation:

1. City Council will adopt a compensation plan that will govern the compensation of all employees not covered by a collective bargaining agreement. Bargaining unit employees shall be compensated according to the provisions in the applicable collective bargaining agreement.
2. Non-bargaining unit employees will advance through their pay grade by way of a combination of period general base wage increases and/or merit increases as determined by the City Manager. Merit increases may be awarded to employees based upon performance as identified through an annual performance evaluation system and within the budgetary allotment approved by City Council.
3. Non-bargaining unit employees who are at rates of pay that are at or exceed the maximum rate for their pay grade shall receive no base or merit increase until their rates of pay no longer exceed the maximum rate. However, an employee who is at a rate of pay that is at or exceeds the maximum rate for his/her pay grade may receive an increase in a lump sum amount that is not intended to increase his/her base rate of pay as determined by the City Manager. Lump sum payments may be a percentage (%), or a flat dollar amount.
4. Employees who are required to maintain certain qualifications over and above the minimum requirements for the position (e.g., bilingual, specialized degree or certification, etc.) may be provided an additional stipend either as a flat hourly rate, a percentage, or a lump sum as determined appropriate by the City Manager. Employees, who may be assigned additional job duties for a limited time by the City Manager, may be provided an additional stipend either as a flat hourly rate, a percentage, a lump sum, non-FLSA compensatory time or other means as determined appropriate by the City Manager.
5. Effective January 1, 2023, Executive level employees will receive a yearly contribution, as defined by City Council, into a qualified deferred compensation plan of the employee's choice.
6. Effective August 6, 2023, a full-time employee holding the position of Dispatcher or Communications Supervisor who are assigned to second or third shift will be entitled to an hourly shift bonus of \$0.55, in addition to their regular hourly rate. This shift bonus will not apply to employees assigned to a shift that overlaps shifts, such as a shift that overlaps first and second shift.

2-2 (b) Hours of Work:

1. Offices of the City of Monroe are generally open from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for specified holidays. The various departments may have different operating hours due to the nature of their work. Your supervisor and/or Department Head will notify you of your appropriate starting time and quitting time.

2. The Fair Labor Standards Act mandates that non-exempt employee be compensated at a rate of one and one-half times their regular rate of pay for all time worked in excess of 40 hours in a work week. These rules are different for fire & police. Employees are not permitted to work before or after their work shift or during their unpaid lunch period or take work home without your supervisor's knowledge and permission. All overtime must be authorized by the Department Head or designee in advance of the overtime being worked. As used in this section, hours worked shall be defined as set forth in the Fair Labor Standards Act, as amended, except that vacation, holiday, sick and personal days, as paid time off, shall count toward that calculation of the overtime threshold.
3. Non-exempt employees are not required, or expected, to read, create and/or respond to work email without express consent of the Department Director, in which case time spent doing so will be recorded as time worked.
4. Exempt employees are not eligible for overtime. The Department Director and/or City Manager may permit an exempt employee to vary his/her work schedule.
5. Where salaried (exempt) employee(s) of the City of Monroe are traveling outside of Monroe, Ohio Under O.R.C. 5502.35; to work under state or federal declared emergency conditions, said employee will be entitled to overtime at a rate determined as follows: divide the employee's annual salary by the sum of 2080 hours and multiply that dividend by 1.5. This will equal the rate of expected reimbursement (from either OEMA, EMAC, FEMA, etc.) for any work exceeding eight (8) hours per day (40 hours per week). Work hours are determined by the employee(s) normal scheduled work hours.

2-2 (c) Temporary Assignment:

1. A temporary assignment is defined as the assignment of an individual employee to a classification different from his/her own, which has substantially different duties than the employee would normally perform. A temporary assignment shall be implemented by the City to meet the operational needs of the various departments due to illness, emergencies, or special circumstances. It shall not be used for disciplinary purposes.
2. An employee temporarily assigned to a position with a lower rate of pay shall not be reduced in pay. An employee temporarily assigned to a position with a higher rate of pay should be advanced to whichever is the greater of the following: (1) the minimum rate for the position to which he/she has been temporarily assigned; or (2) a rate of pay which is at least five percent (5%) greater than his/her current rate of pay. No temporary increase will exceed the maximum rate of pay established for the position assumed.
3. In order to receive a temporary increase, an employee must be temporarily assigned by the City Manager the full duties and responsibilities of the higher-level position for two (2) weeks or longer. Temporary assignment of partial duties and responsibilities of the higher-level position will not qualify an employee for a temporary increase. Also, an employee who is temporarily assigned partial duties and responsibilities of a lower-level position will not be eligible for additional compensation.

2-2 (d) Personal Leave:

Full-time employees shall be entitled to two (2) paid personal days per year. Personal Leave shall be approved by the employee's Supervisor. The granting of personal leave requests shall be subject to the scheduling needs of the City. Employees may carry over up to 16 hours of personal leave from one year to the next. Personal Leave shall be charged in the minimum amount of two (2) hours. There shall be no pay out of personal leave at the time of separation from employment.

2-2 (e) Flex Time:

The City may utilize "time off" or flexible hours in order to avoid having employees work in excess of their regular number of hours in a workweek. Flex-time scheduling must be reasonable and must be approved by the Department Head or designee. This policy is not designed to prohibit overtime; rather, its purpose is to help the departments avoid unnecessary overtime, to the extent it can do so and still provide requisite levels of service. The flex-time arrangement must be for a specified period of time and must not unduly disrupt the City's work scheduling or service to the public.

2-2 (f) Compensatory Time:

The City may allow an employee to accumulate compensatory time in lieu of overtime pay. Flextime is encouraged over Compensatory Time. An employee may accrue a maximum of 40 hours of compensatory time ~~at any one time, during a calendar year.~~ ~~Compensatory time may be carried over from one year to another.~~ Accumulated compensatory time may be cashed out once per year. This paragraph does not supersede language in any collective bargaining agreement that includes compensatory time.

2-2 (g) Witness or Jury Duty:

1. If an employee is called for court jury duty or subpoenaed to testify in a court of law, during any portion of the employee's regular scheduled working day, all compensation for such duty must be reimbursed to the city. Employees will be compensated for hours of work missed. Any hours outside of the employees scheduled shift, will not be paid by the city.
2. The Employee will be expected to report for work following jury duty, if 3 or more hours remain during his/her scheduled workday.
 - A. If an employee is called for court jury duty or subpoenaed to testify in a court of law, outside of his regularly scheduled working hours, all monies received as compensation for such court service shall be retained by the employee.
 - B. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, such as traffic court, divorce proceedings, custody hearings, etc., when the case is being heard in connection with the employee's personal matters. Such absences shall be considered ~~leave without pay~~, personal leave, or vacation leave, at the employee's option, as scheduled in advance with approval of the Department

Head or designee. ~~City Manager.~~ Leave without pay may be approved, by the City Manager or designee, if the employee has no other leave available.

- C. Employees appearing in court in connection with their official capacity with the City shall receive their appropriate rate of pay.

Review & Questions

Questions regarding this policy should be addressed to the Human Resources Department.

Policy Issued on 01/01/2023

Policy Revised on 09/12/2023

Policy Revised on 2/18/2025

ORDINANCE NO. 2025-08

AN ORDINANCE AMENDING AND SUPPLEMENTING PERSONNEL POLICY SECTIONS 2-2 (B) 2., (F), AND(G) PERTAINING TO HOURS OF WORK, COMPENSATORY TIME, AND WITNESS OR JURY DUTY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Section 2-2 (b) of Personnel Policy 2-2 is hereby amended and supplemented as follows:

“2-2 (b) 2. Hours of Work:

2. The Fair Labor Standards Act mandates that non-exempt employee be compensated at a rate of one and one-half times their regular rate of pay for all time worked in excess of 40 hours in a work week. These rules are different for fire & police. Employees are not permitted to work before or after their work shift or during their unpaid lunch period or take work home without your supervisor’s knowledge and permission. All overtime must be authorized by the Department Head or designee in advance of the overtime being worked. As used in this section, hours worked shall be defined as set forth in the Fair Labor Standards Act, as amended, except that vacation, holiday, sick and personal days, as paid time off, shall count toward that calculation of the overtime threshold.”

SECTION 2: Section 2-2 (f) of Personnel Policy 2-2 is hereby amended and supplemented to read as follows:

“2-2 (f) Compensatory Time:

The City may allow an employee to accumulate compensatory time in lieu of overtime pay. Flextime is encouraged over Compensatory Time. An employee may accrue a maximum of 40 hours of compensatory time at any one time. Accumulated compensatory time may be cashed out once per year. This paragraph does not supersede language in any collective bargaining agreement that includes compensatory time.”

SECTION 3: Section 2-2 (g) of Personnel Policy 2-2 is hereby amended and supplemented to read as follows:

“2-2 (g) Witness or Jury Duty:

1. If an employee is called for court jury duty or subpoenaed to testify in a court of law, during any portion of the employee’s regular scheduled working day, all compensation for such duty must be reimbursed to the city. Employees will be compensated for hours of work missed. Any hours outside of the employees scheduled shift will not be paid by the city.

2. The Employee will be expected to report for work following jury duty, if 3 or more hours remain during his/her scheduled workday.

A. If an employee is called for court jury duty or subpoenaed to testify in a court of law, outside of his regularly scheduled working hours, all monies received as compensation for such court service shall be retained by the employee.

B. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, such as traffic court, divorce proceedings, custody hearings, etc., when the case is being heard in connection with the employee's personal matters. Such absences shall be considered personal leave, or vacation leave, at the employee's option, as scheduled in advance with approval of the Department Head or designee. Leave without pay may be approved, by the City Manager or designee, if the employee has no other leave available.

C. Employees appearing in court in connection with their official capacity with the City shall receive their appropriate rate of pay."

SECTION 4: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

2-3 Sick Leave Policy

Policy:

- a. A regular full-time employee may request sick leave for absences resulting from illness or injury as described below, provided they follow the policy outlined in this Section. Sick leave may be requested for the following reasons:
 1. Illness or injury of the employee or a member of his immediate family requiring the employee's personal care and attendance.
 2. Exposure of employee or a member of his immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
 3. Medical, dental, or optical examinations or treatment of an employee or a member of his immediate family.
 4. Pregnancy, childbirth, and/or related medical conditions; or
 5. Any other reason that would fulfill the requirements of the Family and Medical Leave Act.

The Family Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. For additional information and guidance on the FMLA, please refer to policy 1-13 FMLA Policy.

For purposes of this policy, "immediate family" is defined as only: mother, father, mother in-law, father in-law, brother, sister, child (including stepchild), spouse or significant other (including a domestic partner), grandparent, grandchild, legal guardian, or other person who stands in the place of a parent, or other person with the approval of the City Manager or designee.

- b. The City maintains the right to investigate any employee's absence. Employees may be required to furnish proof of illness as evidenced by a physician's statement, or other satisfactory written statements of the employee as required by the City Manager or designee.
- c. Sick leave is accrued at a rate of one and one-quarter workdays with pay for each completed month of service (10 hours per month), unless otherwise modified by a collective bargaining agreement.
- d. Accrued but unused sick leave shall not be paid upon separation from employment, except as specifically provided in this Section.
- e. Part-time, seasonal, student, temporary, or other non-permanent employees do not accrue sick leave.
- f. Any employee requesting sick leave must inform his supervisor of the fact at least 1 hour before the

start of his work period. The employee must give the supervisor information on when reason for his sick leave and location of convalescence, if different than the home address, and must indicate when they believe they will be able to return to work, and location of convalescence, if different than the home address. Failure to do so may result in denial of sick leave for the period of absence. The employee will submit to such medical examination, nursing visit, or other inquiry which the City Manager deems necessary.

If it is believed that the employee is going to be off for an extended period of time, the supervisor should advise refer the employee to Human Resources. The Human Resources Department will advise the employee that they may need a medical certification to return to work.

- g. L~~Sick~~ leave longer than 3 working days, due to injury or illness, is permitted subject to availability of accrued ~~sick leave time, and a statement from your attending licensed and actively practicing physician or nurse practitioner which certifies the nature of the illness or injury; An employee may be required to furnish a statement from a licensed and actively participating physician which certifies~~ the date seen, work restrictions, and the expected return to work date following an absence in excess of 3 working days. Such statement must be received by the Human Resources Department not later than 6 working days after the onset of the illness or injury. In patient admission to a local hospital will qualify as medical notice, provided it contains the nature of the illness or injury, the date seen, work restrictions, and the expected return to work date. If the sick leave meets the eligibility criteria of FMLA or the employee requests the sick leave to be covered under the FMLA, the procedures outlined in policy 1-13 (FMLA Policy) shall be followed.

- h. If an employee sought medical attention for any authorized use of ~~sick~~ leave, as set forth in subsection (A) of this policy, he/she must may be required to submit to the Human Resources Department, a medical practitioner's statement indicating the date seen, work restrictions if applicable, expected return to work date, and nature of the visit and name of patient, if other than employee.

~~h.~~

- ~~i. Sick leave requests for the scheduled workday immediately before or after, or on a holiday or immediately before or after vacation may be thoroughly investigated and only approved with satisfactory documentation by the City Manager or designee.~~

Vacation leave, ~~and~~ personal leave, holiday time, compensatory time, and/or EDO's (if applicable) may be used for sick leave purposes after sick leave is exhausted, at the employee's request, and with the approval of the City Manager or designee. If absence is due to illness, regardless of leave time used, all guidelines of this policy will apply.

j.i. Payment:

1. Sick leave shall be charged in minimum amounts of 2 hours, or the employee's accrual balance if said balance is less than 2 hours.
2. Employees absent on sick leave shall be paid at the same basic hourly, daily, or biweekly rate as when they were working.
3. If sick leave is denied and as a result the employee has been overpaid, such overpayment shall be deducted from the employee's next paycheck.

k.j. Abuse:

1. Altering a physician's certificate or falsification of a written signed statement shall be grounds for immediate discharge.
2. An employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records, shall be subject to disciplinary action or discharge in accordance with policies outlined in this manual.
3. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Employees are expected to be in their homes or hospitalized while on sick leave due to illness unless on a medical-related errand or at an appointment.

k. Sick Leave Buy Back Policy

An employee who acquires 800 hours of sick time may on an annual basis sell back hours in excess of 800 hours, subject to the following conditions:

- Only 120 hours may be sold back annually.
- Hours will be paid at 50% of the employee's rate of pay on December 31st.
- Buy back must be requested by December 1st annually.
- Employees will be paid in the pay period containing December 31st; and
- This program is voluntary.

m.l. Sick Leave Conversion at Retirement/Resignation

1. All employees, at the time of their retirement or resignation in good standing, with 10 or more years of full-time service with the City are eligible to receive payment of their available and unused sick leave balance up to a maximum of 800 hours per the conversion stated below:
 - Up to 600 hours shall be paid at 25% of the Employee's rate of pay at retirement or resignation.
 - Hours in excess of 600 up to 800 shall be paid at 33% of the Employee's rate of pay at retirement or resignation.
2. Employees are not required to receive payment for sick leave upon resignation, as they may elect to transfer their balance to another public employer per ORC Section 124.38.
3. Available but unused sick leave shall not be paid upon separation from employment except as specifically provided in this Section.
4. The city will take prior service with any state or political subdivision of the state into consideration when the employee, at the time of their retirement, in good standing, does not have 10 or more years of full-time service with the City of Monroe. For the purpose of this policy, retirement shall be defined as the employee officially

collecting retirement income from the applicable pension the employee contributes to.

Review & Questions

Questions regarding this policy should be addressed to the Human Resources Department.

Policy Issued on 01/01/2023

Policy Revised on 08/22/2023

Policy Revised on 2/26/2025

ORDINANCE NO. 2025-09

AN ORDINANCE AMENDING AND SUPPLEMENTING PERSONNEL POLICY SECTIONS 2-3 F. THROUGH I. PERTAINING TO SICK LEAVE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Personnel Policy Sections 2-3 f. through i. are hereby amended and supplemented to read as follows:

“f. Any employee requesting sick leave must inform his supervisor of the fact at least 1 hour before the start of his work period. The employee must give the supervisor information on when they believe they will be able to return to work, and location of convalescence, if different than the home address. Failure to do so may result in denial of sick leave for the period of absence. The employee will submit to such medical examination, nursing visit, or other inquiry which the City Manager deems necessary.

If it is believed that the employee is going to be off for an extended period of time, the supervisor should refer the employee to Human Resources. The Human Resources Department will advise the employee that they may need a medical certification to return to work.

g. Leave longer than 3 working days, due to injury or illness, is permitted subject to availability of accrued leave time. An employee may be required to furnish a statement from a licensed and actively participating physician which certifies the date seen, work restrictions, and the expected return to work date following an absence in excess of 3 working days. If the leave meets the eligibility criteria of FMLA the procedures outlined in policy 1-13 (FMLA Policy) shall be followed.

h. If an employee sought medical attention for any authorized use of leave, as set forth in subsection (A) of this policy, he/she may be required to submit to the Human Resources Department, a medical practitioner’s statement indicating the date seen, work restrictions if applicable, expected return to work date, and name of patient, if other than employee.

Vacation leave, holiday time, compensatory time, and/or EDO’s (if applicable) may be used for sick leave purposes, at the employee’s request. If absence is due to illness, regardless of leave time used, all guidelines of this policy will apply.”

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____



RoofConnect®
NATIONAL ROOFING SERVICES

Date: 1/15/2025
City of Monroe

City of Monroe, OH Police Station (Monroe, OH) Main Roof
602 S Main St
Monroe, OH
45050

Bid #: BID-56726
Equalis Contract #:
COG-2133B

Kris Costas
kris.costas@roofconnect.com
717-571-9088

The proposed prices are based on current material and energy costs, current production schedule and all noted assumptions made herein. Some of these factors are very volatile and represent significant factors that influence the proposed prices.

SCOPE OF WORK

Base Bid:

- Fleeceback adhered roof membrane system
- 20-year manufacturer's Total System Warranty
- Approximate square feet: 37,522
- Projected Start Date: April 21, 2025
- Substantial Completion Date: July 31, 2025

Safety and Project Preparation:

- Perform a pre-job meeting to determine jobsite logistics and safety requirements.
- Furnish proposed construction schedule, if needed.
- Furnish and install proper safety equipment.
- Furnish and install warning lines to identified areas associated with ground related roofing activities.
- Clean existing roof free from debris and contaminates.

System Application:

- Apply the FleeceBACK Adhered Roofing System in conjunction with cover board and EPS Flute Fill over the existing metal roof.
- Contractor to adhere a layer of Expanded Polystyrene 1# density and the ½" SecurShield HD Cover Board over the existing metal deck at a rate of 12" on center in the field and 6" on center at perimeters and corners. Fully adhere the FleeceBack membrane to the cover board.

Miscellaneous

- Nightly tie-ins will be performed to ensure watertight integrity during project.
- Job site will be cleaned daily during the project and at the completion of the project.

Warranty

- Once final inspection is performed and final payment is received, provide a 20-year manufacturer's Total System Warranty.

BASE BID TOTAL: \$849,641.00* Accepted: ☐

*See all terms, conditions, & exclusions.

Schedule of Reimbursement – To be determined.

Notes:

- The above work including insurance, warranties, hosting, and all safety equipment are included in this proposal.

Exclusions:

- Bonds, permits, and taxes are not included in the price unless stated above.
- Attic insulation, Wood Nailers, Curbs, Soffit, Fascia, Ladders and Vents are excluded. Only sheet metal associated with Roofing is included, unless otherwise stated above.
- RoofConnect is not responsible for Plumbing, Electrical, HVAC, and Containers which may be necessary to complete the project, unless otherwise stated above. RoofConnect is not responsible for Interpretation of Local Building Code.
- This proposal is based upon current, applicable Design Standards and Suitable Decking System for Roof System proposed on this Project. This Proposal is valid for 30 days from above Date.
- Decking, Decking Support Structure, Skylight/Smoke/Hatch Attachment, Mechanical, Plumbing, Electrical, Sheathing, Framing, Bonding, Interior work or protection, Night Work, Additional Mobilizations, Exterior Cladding are excluded.



Warranty Extension Program

You have made the investment and now have a new roofing system. The key to extending the life of this asset is proper maintenance and the completion of timely repairs on a yearly basis or when the need for maintenance is first noticed.

Rooftect has developed an asset management program to help you complete this very important task. Our program evaluates your roof yearly for maintenance and potential repair items. We then create a customized program with prescribed steps for maintenance and repair. A Customer Service Specialist will be assigned as your primary contact for repairs and we will provide numbers to allow for budgeting and planning for the future.

This investment is more than just a roof. This is one of your largest investments your business has and provides peace of mind knowing your building's contents are protected. With RoofConnect's asset management program, you can take comfort in knowing the serviceable life of your roof asset will be extended and will provide a dry, safe space for employees and customers.

- Annual roof system inspection
- Report & analysis
- 4 hours onsite maintenance repairs
- Extension of warranty term*

(1) Yes, I would like a 25% extension of my warranty term by enrolling in RoofConnect's Annual Preventative Maintenance Program...\$.025 per square ft (\$1,000 minimum annual charge)		☐
(2) No, I do not want to enroll in a program to maintain my roof and extend my warranty term.		☐
Signature: _____		

Warranty Extension Program Pricing Options:	Annual fee of [\$1,000.00] per year for 20 years	☐
	-or- One-time up-front fee of [\$20,000.00]	☐

ACCEPTANCE

As authorized representative of City of Monroe, I hereby accept the above proposal, summarized as follows: Pricing is only valid for 30 days due to material volatility.

Proposed Item	Price	Accepted
Base Bid	\$849,641.00	☐
Allowance for wood nailer/blocking	\$50,000.00	☐
Allowance for Contingency	\$40,000.00	☐
Warranty Extension Program	\$ per annual	☐

ACCEPTANCE: The undersigned Customer hereby accepts this Proposal/Contract and, intending to be legally bound hereby, agrees that this writing, including the terms and conditions and documents incorporated herein, shall be a binding contract and shall constitute the entire contract upon execution of this Contract by Customer and RoofConnect. Any additional or different terms and conditions set forth in the Customer's purchase order or any other agreement between Customer and RoofConnect are expressly rejected by RoofConnect and shall not be binding upon RoofConnect. Any modification to this Proposal/Contract, including the terms and conditions and documents incorporated herein, must be in writing, signed by both parties, and it must expressly state that it is intended to modify this Proposal/Contract and its terms and conditions or documents incorporated herein.

ACCEPTED BY:

Name: _____
Signature: _____
Date: _____
Approved Contract Amount: \$ _____
Purchase Order Number: _____

PROJECT AGREEMENT TERMS AND CONDITIONS

Nature of Work. The construction services will be performed by a roofing contractor member of RoofConnect (hereinafter referred to as the "Roofing Contractor") who is qualified and licensed to perform the construction work and services referenced in this Proposal/Contract. The Roofing Contractor shall furnish the labor and material to perform the Work described herein and/or in the referenced contract documents. Neither RoofConnect nor the Roofing Contractor provide design, engineering or architectural services. It is Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished by Customer, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Customer or its licensed architect or engineer is responsible for any loss, damage or expense due to defects in plans or specifications or building code violations, unless such damage results from a deviation by Roofing Contractor from what is specified. Customer is responsible for any losses due to condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which the Roofing Contractor's roofing Work is installed.

Deck. Customer warrants that structures on which the Roofing Contractor is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Commencement of roof installation indicates only that the surface of the roof deck appears satisfactory to attach roofing materials and that no visible defects were apparent. Customer and/or its designers and other contractors are responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening and moisture content of the roof deck. Customer is responsible to test or assess moisture content of the roof deck or substrate.

Asbestos and Toxic Materials. This Proposal/Contract is based on not coming into contact with asbestos-containing or toxic materials ("ACM"). Customer is responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. The Contract Price shall be increased for additional expenses resulting from the presence of ACM. Customer shall indemnify RoofConnect and Roofing Contractor from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

Payment. Unless stated otherwise on the face of this Proposal/Contract, within ten (10) days of substantial completion of the Work, Customer shall pay RoofConnect the Contract Price plus any additional charges for changed or extra work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to RoofConnect by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1% per month (12% per year). RoofConnect shall be entitled to recover from Customer all costs of collection incurred by RoofConnect, including attorneys' fees, resulting from Customer's failure to make proper payment when due. Customer's acceptance of the Work and payment from Customer is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing. Customer acknowledges that RoofConnect is not an insurance adjuster and that RoofConnect cannot and will not negotiate directly with Customer's insurance carriers on Customer's behalf. Customer shall be solely responsible for payment in full to RoofConnect and any reimbursement to Customer by an insurance carrier shall be Customer's sole responsibility to negotiate and resolve.

Right to Stop Work. The failure of Customer to make proper payment when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle RoofConnect, at its discretion, to direct Roofing Contractor to suspend all Work and shipments, including furnishing warranty, until full payment is made. The time period to perform the Work shall be extended for a period equal to the period during which the Work was suspended, and the Contract Price shall be increased by the amount of reasonable costs of shut-down, delay and start-up.

Insurance. RoofConnect shall require its Roofing Contractor to carry workers' compensation and commercial general liability insurance. Upon request by Customer, RoofConnect will furnish to Customer a Certificate of Insurance showing the Roofing Contractor's insurance coverage. Customer shall purchase and maintain builder's risk and property insurance sufficient to cover the total value of the entire Project on a replacement cost basis, including labor and materials furnished, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and partially completed Work until the job is completed and accepted. Moneys owed to RoofConnect shall not be withheld by reason of any damage or claim that is covered by liability, property or builder's risk insurance.

Additional Insured. If Customer requires that Customer or others be listed as additional insureds on the liability insurance policy, Customer agrees that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured only to the extent the claim is due to the negligence of the Roofing Contractor and it does not apply to or make the insurer liable for claims that are due to the fault of the additional insured.

Clean-up; Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior depending on existing building conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Customer shall be responsible for clean-up, disturbance, damage or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold harmless RoofConnect and Roofing Contractor from claims of tenants who were not so notified and did not provide protection. Unless otherwise specified on the face of this Proposal/Contract, Customer shall provide all trash dumpsters for disposal of roofing materials during performance of the Work.

Deck Repairs and Unforeseen Conditions. Any work required to replace rotten or missing wood or deteriorated decking to make the deck suitable for roof installation shall be done on a labor and material or unit price basis as an extra unless specifically included in the Scope of Work. Deck repairs or replacement shall be performed as needed to provide an adequate substrate for the roofing materials. Unforeseen conditions that may affect the Work will be reported to Customer and authorization requested prior to permanent repairs being performed.

Schedule. Any dates provided in this Proposal/Contract for commencement and progress of the Work are estimated and subject to change. RoofConnect will promptly notify Customer of any changes in the date of commencement or estimated date of completion of the Work.

Damages and Delays/Force Majeure. Customer shall coordinate the Project so that the Project proceeds in an orderly and customary manner and so as to avoid newly installed roofing being used as a surface for on-going construction work. If others damage the Work, including damage to temporary tie-ins and punctures, cuts and tears in the roof membrane or flashings, Customer agrees to backcharge those causing the damage. Any repairing of the same will be charged as an extra on a time and materials basis, and the time for performance shall be extended for a time sufficient to make such repairs. For damage or delay caused by circumstances beyond the control of the parties, including but not limited to acts of God, pandemics, epidemics, quarantines, accidents, unavoidable casualties, snow, ice dams, fire, adverse weather, vandalism, regulation, strikes, jurisdictional disputes, disruption in supply chains, failure or delay of transportation, shortage of or inability to obtain materials or equipment or labor and delays caused by others, the time for performance of the Work shall be extended and the Contract Price shall be increased for additional costs of performing the Work due to such circumstance(s).

Roof Projections. The Work includes flashing roof projections that are in place prior to installation of roofing or shown on the architectural plans provided by Customer. Penetrations not shown on the plans provided by Customer prior to submittal of this Proposal/Contract or required after installation of roofing shall be considered an order for extra work, and the Contract Price shall be increased based on time and material rates for additional expenses resulting from additional penetrations.

Changes in the Work and Extra Work. Customer shall be entitled to request in writing extra or changed work that is not part of the original Scope of Work, and the total Contract Price shall be adjusted accordingly. Customer shall not give orders for work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or Customer's representative was not authorized to order the change. This Proposal/Contract is based upon all Work being performed during regular working hours. Extra charges will be made for overtime and Work performed outside of regular working hours, if required by Customer.

Wind Loads or Uplift Pressures. Design Professional is responsible to design the Work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, the Contract Price is based solely on manufacturer's printed test results. No representations are made regarding wind uplift capacity.

Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold RoofConnect and Roofing Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control of the parties. If there is an increase in these or other roofing products between the date of this Proposal/Contract and the time when the Work is to be performed, the Contract Price may be increased to reflect the additional cost, upon submittal of written documentation and advance notice.

Backcharges. No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer shall be valid unless previously authorized in writing by RoofConnect and unless written notice is given to RoofConnect within five (5) days of the event, act or omission which is the basis of the backcharge.

Roof Top Safety. Customer warrants there will be no live power lines on or near the roof servicing the building where the Work will be performed and that Customer will turn off any such power supplies to avoid an electrocution risk. Customer will indemnify Roofing Contractor and RoofConnect from personal injury and other claims and expenses if Customer fails to turn-off power so as to avoid injury resulting from the presence of concealed electrical conduit and live electrical power. Customer is responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Customer shall shut down roof located electronic equipment that emits or receives radio frequency waves while the Work is being performed on the roof so that workers will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold harmless RoofConnect and Roofing Contractor from any personal injury claims resulting from a failure by Customer to do so. Except for workers performing the Work, Customer is responsible for the safety of persons or entities whom Customer allows or authorizes to be on the roof. Customer agrees to and shall indemnify and hold Roofing Contractor and RoofConnect harmless, including attorneys' fees, from claims for personal injury by persons or entities whom Customer has allowed or authorized to be on the roof.

Conduit and Materials Attached to Deck. The Contract Price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which the new roof will be installed. Customer is responsible for all loss and damage caused by conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

Availability of Site. Customer shall provide direct access to the work site for the passage of trucks and materials and direct access to the roof. The raising, disconnection, re-connection, or relocation of any mechanical equipment on the roof that may be necessary to perform the roofing work shall be performed by others or treated as an extra. The Work shall not be required to begin until underlying areas are ready and acceptable to receive the Work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips to and from the job as a result of the job not being ready for the Work after Customer has provided notice to proceed will be charged as an extra. Customer shall provide at the worksite sufficient storage room for all materials and reasonable use of such facilities as scaffolding, elevators, and such other equipment as may be available for handling materials. Customer shall permit the use of driveways and paved areas leading to or adjacent to the worksite for equipment without liability occasioned by such use. Customer shall supply at the worksite for performance of the Work: water, power, site security, and clear access to work area.

Warranty. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this Proposal/Contract. It is expressly agreed that in the event of alleged defects in the materials furnished, Customer shall have recourse only against the manufacturer of such material. The Roofing Contractor's workmanship warranty, which shall warrant the workmanship for a period of 12 months from completion of the Work, shall be furnished to the Customer. The workmanship warranty will not extend to conditions, leaks or damages caused by (1) abuse, misuse, vandalism, lack of maintenance, accident or negligence in maintaining the roof by Customer or others; (2) lightning, hail, windstorm, hurricane, earthquake, thermal shock or other acts of God; (3) other building components, including solar equipment, building movement, cracking, settlement, deflection of roof deck, dry rot, deterioration of walls, water entry through masonry or other building components, vapor condensation from below, and defects in the materials used as a base under the roof; (4) faulty vents, equipment supports, and other penetrations of the roof work and edge conditions, unless such items were included in the Work; (5) installation, service or maintenance of roof top equipment, solar equipment, plant media, overburden or traffic of any nature on the roof by Customer or others; (6) acts or omissions of Customer or others; (7) movement of metal work; (8) ponding of water; (9) discharge of oils, greases, solvents or chemicals; (10) damage caused by termites, insects, birds or animals; (11) penetration of the roofing from beneath by nails or other fasteners; (12) ice dams; or (13) blockage of roof drains or gutters. If, during the term of the workmanship warranty, the subject property is exposed to tornadoes, hurricanes, or earthquakes, the warranty will be void and cancelled. **ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

Existing Conditions. Customer is responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by Roofing Contractor.

Mold. Customer agrees to act promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly including prompt notice to RoofConnect if Customer believes there are roof leaks. Repairs to deficient workmanship shall be made promptly after RoofConnect receives written notice of leaks. Customer is responsible for monitoring any leak areas and for indoor air quality. Customer shall hold harmless and indemnify RoofConnect and Roofing Contractor from claims due to indoor air quality and resulting from a failure by Customer to maintain the building in a manner to avoid growth of mold.

Material References. Technical specifications (i.e., R-value, ASTM or UL compliance) of materials used are represented as such by the material manufacturers. RoofConnect and its Roofing Contractor are not responsible for verifying such technical specifications.

Oil-canning. Metal roofing and wall panels, especially lengthy flat-span sheet-metal panels, often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing work performed. The type of metal roofing or wall panels specified can affect the degree of oil-canning. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

Specific Exclusions. Unless specifically included in the Scope of Work on the face of this Proposal/Contract, the following items are expressly excluded from the Work: (1) bonds of any kind; (2) costs for permits and third-party inspections; (3) overtime, after-hours work, and work on any legally recognized holiday; (4) LEED Certification or any other type of green building certification; (5) repair of any damaged landscaping and repair or painting of other property; (6) abatement of asbestos and any other hazardous material; (7) labor and materials not specifically described on the face of this Proposal/Contract; and (8) security services.

Dispute Resolution. If a dispute arises between the parties with respect to any matters or questions arising out of or relating to this Contract or the breach thereof, the parties will seek to mediate the dispute. If mediation is unsuccessful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. Customer agrees to the joinder of any third parties, including Roofing Contractor, in the arbitration proceeding at the request of RoofConnect. The location of such arbitration shall be Little Rock, Arkansas or such other location as agreed by the parties. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. Any legal claim against RoofConnect must be initiated no later than two (2) years after completion of the Work. Collection matters may be processed through litigation or arbitration at the discretion of RoofConnect.

Governing Law. This Contract/Proposal shall be governed by the laws of the State of Arkansas.

Limitation of Liability. ROOFCONNECT SHALL NOT IN ANY CIRCUMSTANCE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT CLAIMS (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, LOSS OF PRODUCT OR PRODUCTION AND SIMILAR LOSSES. TO THE FULLEST EXTENT PERMITTED BY LAW, ROOFCONNECT'S LIABILITY FOR DAMAGES ARISING OUT OF THIS PROPOSAL/CONTRACT AND/OR THE WORK, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORTS (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, SHALL NOT EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) OR THE CONTRACT PRICE, WHICHEVER IS LESS. Customer acknowledges and agrees that any advice or other assistance furnished by RoofConnect regarding any labor, equipment, goods, materials, or systems, whether or not furnished hereunder, is provided solely in RoofConnect's capacity as manager of a network of roofing contractors and shall not be construed as advice or assistance of a professional consultant, engineer or designer; therefore, RoofConnect shall have no liability to Customer or others with respect to any such advice or assistance.

Status of RoofConnect. It is understood by the parties that RoofConnect itself is not a licensed construction contractor and will not itself perform the construction services referenced in this Proposal/Contract. RoofConnect provides a network of leading professional roofing contractors operating throughout the United States. The construction services will be performed by a Roofing Contractor member of RoofConnect who is qualified and licensed to perform the construction work and services referenced in this Proposal/Contract.

Entire Agreement. This Proposal/Contract, including these Terms and Conditions and documents specifically listed as Contract Documents on the Proposal/Contract, constitutes the entire agreement between the parties with respect to the subject matter herein.

Maintenance Type	Average Life Span
Unmaintained	10 to 14 years
Maintained	14 to 20 years
Managed	20 to 35 years

ROOFING TOTAL COST OF OWNERSHIP REACTIVE VS. PREVENTATIVE MAINTENANCE

IN GENERAL, MAINTENANCE FALLS INTO TWO CATEGORIES: REACTIVE OR PREVENTATIVE.

REACTIVE MAINTENANCE focuses on repairing an asset once failure occurs. **PREVENTATIVE MAINTENANCE**, however, focuses on avoiding repairs and asset failure through preventative and predictive methods.

THE BENEFITS OF PREVENTATIVE MAINTENANCE

Preventative maintenance is a management strategy to provide and maintain serviceable roofing assets. It is a multi-year planned strategy to select most effective treatments to preserve your roof, to impede their future deterioration and to maintain or to improve their functional condition while maintaining a safe and dry building interior.



A study on repair costs was performed by the country's largest roofing manufacturer. They found the average cost to maintain a roof as part of an asset management program to be \$0.04 per square foot. The average cost of repairs performed on a reactive basis was four times as much at \$0.16 per square foot! While these studies can provide an idea of the costs associated with reactive repairs, they did not include the hidden costs resulting from the need for roof repair. These include damage to insulation (loss of energy efficiency), deck degradation (structural concerns), damage to ceiling tiles, business disruptions, product loss, and slip & fall litigation.

TOTAL COST OF OWNERSHIP

Choosing to pursue a preventative maintenance plan can save you money and extend the life of your roof. In the example in Figure 2, a case study was performed, comparing total cost of ownership when a preventative maintenance plan is enacted versus the cost of maintaining your roof asset reactively.

THE PREVENTATIVE MAINTENANCE PLAN NOT ONLY EXTENDS THE LIFE OF YOUR ROOF BUT SAVES YOU 43% OF THE TOTAL COST PER YEAR!

REACTIVE MAINTENANCE		PREVENTATIVE MAINTENANCE	
Roof Installation Cost	\$265,000.00	Roof Installation Cost	\$265,000.00
		PM Cost (annual inspection/maintenance)	\$85,000.00
Leak Service	\$48,000.00	Leak Service	\$10,000.00
Repair Cost	<u>\$15,000.00</u>	Repair Cost	<u>\$15,000.00</u>
Total Cost Roof #1	\$328,000.00	Total Cost	\$375,000.00
Life of Roof (years)	12	Life of Roof (years)	24
Re-roof Installation Cost	\$265,000.00		
Leak Service	\$48,000.00		
Repair Cost	<u>\$15,000.00</u>		
Total Cost of Roof #2	\$328,000.00		
Total Cost Over 24 Years	\$656,000.00	Total Cost Over 24 Years	\$375,000.00
Total Cost of Ownership (per year)	<u>\$23,333.00</u>	Total Cost of Ownership (per year)	<u>\$15,625.00</u>

CITY OF MONROE POLICE STATION REROOFING PROJECT

November 2024

PART 1 GENERAL

1.01 DESCRIPTION

A. The CITY OF MONROE POLICE STATION REROOFING PROJECT is located at 602 S, Main St in Monroe, OH. 45050. Gary Morton, Director of Public Works, is the Owner's Representative and may be contacted regarding any questions or for a pre-bid job site inspection, phone 513-.727-8953 or via email at mortong@monroehio.gov.

B. This will be a RoofConnect Project utilizing the Equalis Group Cooperative Contract. Contract #: **COG-2133B. Questions related to the Cooperative Contract will be directed to Kris Costas, phone 717-571-9088, e-mail: kris.coastas@roofconnect.com.**

C. The project consists of installing Carlisle's Sure-Seal (White) FleeceBACK Adhered Roofing System in conjunction with Flexible FAST Adhesive as outlined below:

Apply the FleeceBACK Adhered Roofing System in conjunction with cover board and EPS Flute Fill over the existing metal roof. Project size is approximately 25,722 sf on the Police Station and 11,800 sf on the retail/mixed use of the building. The project will be phased in a manner to avoid any disruption to the operations of the Police Department and current tenants.

Contractor to adhere a layer of Expanded Polystyrene 1# density and the 1/2" SecurShield HD Cover Board over the existing metal deck at a rate 6" on center in the field and 6" on center at perimeters and corners. Fully adhere the FleeceBack membrane to the cover board at a rate of 4" on center.

D. Contractor is responsible for the removal, re-installation, and re-certification of the lightning protection for the entire building. Lightning Protection Contractor is to be an certified Lightning Protection installer.

E. Provide and install new sheet metal items, including wind-rated copings, bib flashing, edge/gravel stop metal, vent flashings, termination bars and counter- flashings all fabricated and tested by ANSI/SPRI. Contractor to provide current documentation of testing with their bid. The existing coping is to be removed and replaced with new 24 gauge coping. An allowance of \$50,000 will be included with the bid for wood nailer/blocking replacement where needed on this project. Installation of new fire treated wood blocking is to be secured per FM 1-49.

F. Installation of new gutters and downspouts with a color selected by the owner. Downspout locations to remain and tie-in to the existing storm line locations. Downspouts and gutters will be engineered and sized to properly manage drainage runoff requirements.

G. Installation of new membrane flashings and roof accessories/specialties. Include new metal flashing and new expansion joints on masonry wall conditions. Details will be required for the high parapets at the Police Station entrance and the ACM panels.

H. Contractor is to furnish and install a crossover between the 2 roof levels. Crossover to be a hot dip galvanized unit made to size. See the attached drawing prepared by Safety Rail Company, LLC, phone number 513-375-7852.

I. Installation of new tapered insulation behind all curbs/units as necessary.

J. Installation of walk pads around mechanical equipment, including walk paths between equipment and from roof access point.

- K. Access to the Police Station including rear building access will be maintained throughout the project.
- L. The Contractor shall be required to apply for all permits and inspections, however, the City will waive all fees for permits and inspections. National Inspection Corp. handles all permit review, issuance and inspections.

1.02 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of a Sure-Seal FleeceBACK Adhered Roofing System including flashings and insulation as specified herein and as indicated on the drawings provided by RoofConnect in accordance with the manufacturer's most current specifications and details.
- B. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents prepared by RoofConnect and shall make themselves aware of all job site conditions that will affect their work.
- C. The roofing contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.
- D. Any contractor who intends to submit a bid using a roofing system other than the approved manufacturer must submit for pre-qualification in writing fourteen (14) days prior to the bid date. Any contractor who fails to submit all information as requested will be subject to rejection. Bids will be received by RoofConnect.

1.03 SUBMITTALS

- A. Prior to starting work, the roofing contractor must submit the following:
 - 1. Shop drawings showing layout, details of construction and identification of materials.
 - 2. A sample of the manufacturer's Membrane System Warranty.
 - 3. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system and lists foremen who have received training from the manufacturer along with the dates training was received.
 - 4. Certification of the manufacturer's warranty reserve.
- B. Upon completion of the installed work, submit copies of the manufacturer's final inspection to the specifier prior to the issuance of the manufacturer's warranty.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Comply with the manufacturer's written instructions for proper material storage.
 - 1. Store FleeceBACK membrane in a dry area. Moisture absorbed by the fleece backing must be removed using a wet-vac system prior to membrane adhesive.
 - 2. Store other materials between 60°F and 80°F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60°F minimum temperature before using.
 - 3. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.
 - 4. Insulation/underlayment must be stored so that it is kept dry and is protected from the elements. Store bundles flat and upright with the bottom of the bundles elevated (2" or more) above the finished surface.

5. Slit the insulation bundle packaging vertically down the center of the two short sides to prevent moisture accumulation within the package. Completely cover the bundle with a waterproof tarp and secure to prevent wind damage and / or displacement. **Materials stored on site must be stored outside the fenced in area of the Police Department. Material shall not impede any of the Police Department gates 24/7.**
- C. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

1.05 WORK SEQUENCE

- A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath or wick into any completed sections of the membrane system.
- B. Do not disrupt activities or access in occupied spaces. Police Station is a 24/7 operation.

1.06 USE OF THE PREMISES

- A. Before beginning work, the roofing contractor must secure approval from the building owner's representative for the following:
 1. Areas permitted for personnel parking.
 2. Access to the site.
 3. Areas permitted for storage of materials and debris.
 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.
- B. Parking or access within the Police Department limits are not permitted.

1.07 EXISTING CONDITIONS

If discrepancies are discovered between the existing conditions and those noted on the drawings, im prepared by RoofConnect, immediately notify the owner's representative in writing, via e-amil, or by phone and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.

1.08 PRECONSTRUCTION CONFERENCE

- A. A pre-bid meeting will be coordinated by Roofconnect and held at the job site on **Date** at **Time**. Contact Mr. Kris Costas, phone 717-571-9088, e-mail: kris.coastas@roofconnect.com with any questions regarding the pre-bid meeting or bids. Contact the owner's representative, Mr. Gary Morton, Director of Public Works in writing or via e-mail (mortong@monroehio.gov), to schedule a site visit.
- B. Prior to bid submittal, the roofing contractor should schedule a job site inspection to observe actual conditions and verify all dimensions on the roof. The job site inspection may occur on the day of the pre-bid meeting or prior to such a meeting. Should access to the roof be necessary before or after the pre-bid meeting, the contractor must contact the owner's representative Mr. Gary Morton, Director of Public Works in writing or via e-mail (mortong@monroehio.gov), to coordinate an appropriate time.
- C. Bids must be delivered to the following individual no later than **Time** on **Date**:

Kris Costas, phone 717-571-9088, e-mail: kris.coastas@roofconnect.com.

- C. Any conditions which are not shown on the shop drawings should be indicated on a copy of the shop drawing and included with bid submittal if necessary to clarify any conditions not shown.

1.09 TEMPORARY FACILITIES AND CONTROLS

A. Temporary Utilities:

1. Water, power for construction purposes and lighting are/are not available at the site and will/will not be made available to the roofing contractor.
2. Provide all hoses, valves and connections for water from a source designated by the owner when made available.
3. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects including any required temporary electrical permits from the City of Monroe, Ohio.

B. Temporary, Sanitary Facilities

Sanitary facilities will not be available at the job site. The roofing contractor shall be responsible for the provision and maintenance of portable toilets or their equal. **Sanitary facilities shall be cleaned weekly.**

C. Building Site:

1. The roofing contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
2. The roofing contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

D. Security:

Obey the owner's requirements for personnel identification, inspection and other security measures.

1.10 JOB SITE PROTECTION

- A. The roofing contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.
- B. **During the roofing contractor's performance of the work, the building owner, Police Department and tenant (s) will continue to occupy the existing building.** The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The roofing contractor shall provide labor and materials to construct, maintain and remove necessary, temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- C. Do not overload any portion of the building, by either use of or placement of equipment, storage of debris, or storage of materials.
- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Take precautions to prevent gutters and downspouts from clogging during the roofing application. Remove debris at the completion of each day's work and clean gutters and downspouts, if required. At completion, test gutters and downspouts to ensure the system is free running and drains are watertight.
- F. Store moisture susceptible materials above ground and protect with waterproof coverings.

- G. Remove all traces of piled bulk material and return the job site to its original condition upon completion of the work.

1.11 SAFETY

- A. The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the roofing contractor.** All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.12 WORKMANSHIP

- A. Applicators installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.

1.13 QUALITY ASSURANCE

- A. The Sure-Seal Membrane Roofing System must achieve a UL Class "A" rating.
- B. The specified roofing assembly must have been successfully tested by a qualified testing agency to resist The design uplift pressures calculated according to American Society of Civil Engineers (ASCE 7).
- C. The membrane must be manufactured by the material supplier. Manufacturer's supplying membrane made by others are not acceptable.
- D. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.
- E. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing applicator shall be thoroughly experienced and upon request be able to provide evidence of having at least five (5) years successful experience installing single-ply EPDM roofing systems and having installed at least one (1) roofing application or several similar systems of equal or greater size within one year.
- F. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and an experienced superintendent on the job at all times roofing work is in progress.
- G. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation from the manufacturer's installation procedures must be supported by written certification on manufacturer's letterhead and presented for the specifier's consideration.
- H. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to determine whether or not corrective work will be required before the warranty will be issued. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.

1.14 JOB CONDITIONS, CAUTIONS AND WARNINGS

Refer to Carlisle's FleeceBACK Adhered Roofing System specification for General Job Site Considerations.

- A. Safety Data Sheets (SDS) must be on location at all times during the transportation, storage and application of materials.
- B. **Do not apply Flexible FAST Adhesive** when surface and/or ambient temperatures are **below 25°F. Adhesive temperature must be at 70 degrees or above to apply.**
- C. The contractor must exercise caution during when spraying adhesive to avoid overspray.

Use a non-atomizing spray tip such as the Graco Spatter Tip and reduce spray pressure to 500 – 800 psi to increase adhesive droplet size and reduce airborne mist. Maintain hand held wind screens on-site for use as necessary. Extruding Flexible FAST Adhesive is also recommended for the elimination of overspray concerns.
- D. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.
- E. When loading materials onto the roof, the Carlisle Authorized Roofing Applicator must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.
- F. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- G. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.
- H. Provide protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters.
- I. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
- J. New roofing shall be complete and weather tight at the end of the work day. Care must be taken to avoid wicking water through the fleece by properly sealing exposed edges of the membrane
- J. Contaminants such as grease, fats and oils shall not be allowed to come in direct contact with the roofing membrane.

1.15 WARRANTY

- A. Provide manufacturer's **20 year Total System Warranty** covering both labor and material with no dollar limitation. The maximum wind speed coverage shall be peak gusts of **90 mph** measured at 10 meters above ground level. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage.
- B. Warranty shall also cover leaks caused by accidental punctures:
 - 1. **16 man-hours per year for 115-mil FleeceBACK**
- C. Warranty shall also cover leaks caused by hail:
 - 1. **Hail up to 2" diameter hail when 115-mil FleeceBACK is installed**

- D. Pro-rated System Warranties shall not be accepted.
- E. Evidence of the manufacturer's warranty reserve shall be included as part of the project submittals for the specifier's approval.

PART 2 PRODUCTS

2.01 GENERAL

- A. All components of the specified roofing system shall be products of Carlisle SynTec or accepted by Carlisle SynTec as compatible.
- B. Unless otherwise approved by the specifier and accepted by the membrane manufacturer, all products (including adhesives, insulation, fasteners, fastening plates and edgings) must be **manufactured and supplied** by the roofing system manufacturer and covered by the warranty.

2.02 MEMBRANE

- A. Furnish Sure-Seal (White) FleeceBACK 115-mil membrane. The membrane shall conform to the minimum physical properties of ASTM D4637-96, Type III (Fabric-backed membrane). Membrane sheets are 10' wide and 50' or 100' long and incorporate factory-applied splice tape (FAT) along the length of the membrane. Smaller 5' x 40' rolls are also available in the 115-mil thicknesses.
- B. Dynamic Puncture Resistance (ASTM D5635-04a) of 20 joules for 115-mil membrane.
- C. Static Puncture Resistance (ASTM D120) of 19 lbf for 115-mil membrane.

2.03 INSULATION/UNDERLAYMENT

- A. When applicable, insulation shall be installed in multiple layers and secured with Carlisle Flexible FAST Adhesive to the substrate in accordance with manufacturer's published specifications.
- B. Insulation shall be supplied by Carlisle SynTec.
 - 1. **Carlisle SecurShield HD Cover Board**— a rigid insulation panel composed of a high-density, closed-cell polyisocyanurate foam core laminated to moisture resistant coated-glass fiber-mat facer for use as a cover board or recover board meeting ASTM 1289-06, Type II, Class 2 (109 psi max). Available 1/2" thick 4' x 8' panel weight 11 lbs with an R-value of 2.5.
 - 2. **InsulFoam I (EPS: Expanded Polystyrene)** – A closed-cell lightweight tapered expanded polystyrene (EPS) that meets ASTM C578, Type I. Nominal density of 1.0 lbs/cubic ft (pcf) available in 4' x 4' or 4' x 8' sizes with thickness from 1/4" to 40". Custom lengths and widths boards are available. Specified beneath Carlisle SecurShield HD Board.

2.04 FASTENING COMPONENTS

To be used for mechanical attachment of termination bar.

- 1. **HP Term Bar Nail-Ins:** A 1-1/4" long expansion anchor with a zinc plated steel drive pin used for fastening the Carlisle Termination Bar or Seam Fastening Plates to concrete, brick, or block walls.

2.05 ADHESIVES, CLEANERS AND SEALANTS

All products shall be furnished by Carlisle and specifically formulated for the intended purpose.

1. **Flexible FAST Adhesive:** An elongating impact resistant two component insulating urethane adhesive used to attach insulation and FleeceBACK membrane. Packaging formats include 50 and 15 gallon drums as well as Dual Tank Adhesive and 5 gallon Bag in a Box formats.
 1. Adhesive to provide 150% elongation in conjunction with fleece backed membrane – ASTM D412
 2. MDI content of Part A material less than 25%
2. **Carlisle Weathered Membrane Cleaner:** A clear, solvent-based cleaner used to loosen and remove dirt and other contaminants from the surface of exposed EPDM membrane (for repairs, etc.) prior to applying EPDM Primer. Weathered Membrane Cleaner can also be used when applying Splicing Cement. Available in 1 and 5-gallon pails.
3. **Sure-Seal SecurTAPE™:** A 6" wide (used for 20-year Warranty Systems) by 100' long splice tape used for splicing adjoining sections of EPDM membrane. Complies with the South Coast Air Quality Management District Rule 1168.
4. **Sure-Seal HP-250 Primer:** A solvent-based primer used to prepare the surface of EPDM membrane for application of Splice Tape or Pressure-Sensitive products. This Primer can also be used in conjunction with EP-95 Splicing Cement in lieu of Splice Cleaner. Available in 1 gallon pails.
5. **Lap Sealant:** A heavy-bodied material used to seal the exposed edges of a membrane splice. A pre-formed Lap Sealant tool is included in each carton of Lap Sealant. Available in tubes.
 - a. Sure-Seal Lap Sealant: White sealant for use with Sure-Seal (White) Roofing Systems.
6. **Water Cut-Off Mastic:** A one-component, low viscosity, self wetting, Butyl blend mastic used as a sealing agent between the EPDM membrane or Elastoform Flashing and applicable substrates. Available in tubes.
7. **Pourable Sealer:** A black, two-component, solvent-free, polyurethane based product used for tie-ins and as a sealant around hard-to-flash membrane penetrating objects such as clusters of pipes and for a daily seal when the completion of flashings and terminations cannot be completed by the end of each work day.
8. **One-Part Pourable Sealer:** Available in black or white, a one-component, moisture curing, elastomeric polyether sealant used for attaching lightning rod bases and ground cable clips to the membrane surface and as a sealant around hard-to-flash penetrations such as clusters of pipes.
9. **Universal Single-Ply Sealant** A one-part polyether, non-sagging sealant designed for sealing expansion joints, control joints and counterflashings. Available in white only.
10. **Carlisle CAV-GRIP III Low-VOC Aerosol Contact Adhesive/Primer:** a low-VOC, methylene chloride-free adhesive that can be used for a variety of applications including: for adhering Sure-Seal FleeceBACK membrane to vertical walls. Coverage rate is approximately 2,000-2,500 sq. ft. per #40 cylinder and 4,000-5,000 sq. ft. per #85 cylinder as a primer, in a single-sided application and 750 sq. ft. per #40 cylinder and 1,500 sq. ft. per #85 cylinder as an adhesive for vertical walls, in a double-sided application.

2.06 METAL EDGING AND MEMBRANE TERMINATIONS

- A. **General:** All metal edging shall be tested and meet ANSI/SPRI ES-1 standards and comply with International Building Code.
 - 1. **SecurEdge 400:** a coping or fascia, snap-on edge system consisting of a 22 gauge galvanized metal water dam and 24 gauge steel, Kynar 500 finish. Metal fascia color shall be as designated by the Owner's Representative. ANSI/SPRI ES-1 Certified.
 - 2. **SecurEdge 4000:** a metal fascia system with a 20 gauge steel retainer bar and 24 gauge steel, Kynar 500 finish fascia. Metal fascia color shall be as designated by the Owner's Representative. ANSI/SPRI ES-1 Certified.
- B. **Drip Edge:** A metal fascia/edge system with a 22 or 24 gauge continuous anchor cleat and 24 gauge steel fascia. Metal fascia color shall be as designated by the Owner's Representative.
- C. **SecurEdge Coping:** Incorporates a 20 gauge anchor cleat with 4 pre-slotted holes, a concealed joint cover and 10 foot continuous sections of coping cap; can accommodate minimum 5 " wide parapet walls. Metal coping cap color shall be as designated by the Owner's Representative.
- D. **Termination Bar:** A 1" wide and .098" thick extruded aluminum bar pre-punched 6" on center; incorporates a sealant ledge to support Lap Sealant and provide increased stability for membrane terminations.
- E. **SecurEdge Term Bar Fascia:** A 1.75" wide formed aluminum termination bar with pre-slotted fastening holes for ease of locating and installing. The decorative cover is available in 24-gauge galvanized steel. SecurEdge Term Bar Fascia is manufactured in 12' lengths for fewer joints/seams, fewer sections to handle and faster installation.

2.07 WALKWAYS

- A. Protective surfacing for roof traffic shall be Sure-Seal P.S. Walkway Pads (30" x 30" molded black rubber with factory applied tape) adhered to the FleeceBACK membrane after priming with HP-250 or Low VOC EPDM Primer.

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, job site considerations and weather restrictions.
- B. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

3.02 INSULATION PLACEMENT

- A. Install insulation or membrane underlayment over the substrate with boards butted together. Fill joints or gaps greater than 1/4 inch with Flexible FAST Adhesive. Stagger joints both horizontally and vertically if multiple layers are provided.
- A. Secure insulation to the substrate with Flexible FAST Adhesive in accordance with the manufacturer's specifications.

3.03 MEMBRANE PLACEMENT AND BONDING

- A. Position and unroll successive sheets and align to provide for a minimum 3 inch wide splice. At end laps (along the width of the sheet), membrane shall be butted together and overlaid with 6" wide Sure-Seal Pressure Sensitive Cured Cover Strip or Pressure Sensitive Overlayment Strip.
- B. FleeceBACK Membrane shall be fully adhered to an acceptable substrate with Carlisle Flexible FAST Adhesive. The adhesive is spray applied or extruded to the substrate only and the membrane is rolled into the wet adhesive once it has foamed up and reached string/gel time (approximately 2 minutes). **Roll the membrane with a 30" wide, 150 lb weighted segmented steel roller to set the membrane into the adhesive.**

Note: Exercise care to prevent overspray onto the membrane. If Flexible FAST Adhesive should contaminate the splice area, immediately (while the adhesive is still in liquid form) clean with Weathered Membrane Cleaner or allow Flexible FAST Adhesive to cure and remove with a paint-type scraper.

- C. Install adjoining membrane sheets in the same manner, overlapping edges approximately 4 inches. Do not apply bonding adhesive to the splice area.

3.04 MEMBRANE SPLICING

A. General

The FleeceBACK membrane has selvage edges (the fleece-backing is discontinued) and factory-applied splice tape along the length of the sheet for membrane splicing. Selvage edges are not provided along the width of the membrane; adjoining membrane sheets are butted together and overlaid with 6" wide Pressure-Sensitive Cured Cover Strip or Pressure-Sensitive Overlayment Strip. As an option, sheets can be rotated 90 degrees to form a cap sheet to eliminate flashing overlay.

B. Membrane Splicing with Factory-Applied Splice Tape

1. Position membrane sheet to allow for required splice overlap. Mark the bottom sheets with an indelible marker approximately 1/4" to 1/2" from the top sheet edge. The pre-marked line on the membrane edge can also be used as a guide for positioning splice tape.
2. When the membrane is contaminated with dirt, fold the top sheet back and clean the dry splice area (minimum 3" wide) of both membrane sheets by scrubbing with clean natural fiber rags saturated with Sure-Seal Weathered Membrane Cleaner. When using Sure-Seal (black) PRE-KLEENED membrane, cleaning the splice area is not required unless contaminated with field dirt or other residue.
3. Apply EPDM Primer to splice area and permit to flash off.
4. When adhering Factory Applied Tape (FAT), pull the poly backing from FAT beneath the top sheet and allow the top sheet to fall freely onto the exposed primed surface. Press top sheet on to the bottom sheet using firm even hand pressure across the splice towards the splice edge
5. For end laps, apply 6" SecurTAPE to the primed membrane surface in accordance with the manufacturer's specifications. Remove the poly backing and roll the top sheet onto the mating surface.
6. Tape splices must be a minimum of 5-1/2" wide using 6" wide SecurTAPE extending 1/8" minimum to 1/2" maximum beyond the splice edge. Field splices at roof drains must be located outside the drain sump.
7. Immediately roll the splice using positive pressure when using a 2" wide steel roller. Roll across the splice edge, not parallel to it. When FAT is used, Carlisle's Stand-Up Seam Roller can be used to roll parallel to the splice edge.
8. **At all field splice intersections**, apply Lap Sealant along the edge of the membrane splice to cover the exposed SecurTAPE 2" in each direction from the splice intersection. Install Carlisle's Pressure-

Sensitive "T" Joint Covers or a 6" wide section (with rounded corners) of Sure-Seal Pressure-Sensitive Flashing over the field splice intersection.

3.05 FLASHING

- A. Wall and curb flashing shall be cured membrane. Continue the deck membrane as wall flashing where practicable.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

3.06 WALKWAYS

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified on the drawing prepared by RoofConnect.
- B. Adhere walkways to the membrane in accordance with the manufacturer's specifications.

3.07 DAILY SEAL

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.
- B. Use Flexible FAST Adhesive or other similar material in accordance with the manufacturer's requirements.

3.08 CLEAN UP

- A. Perform daily clean up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

END OF SPECIFICATION

Date: 1/10/2025
City of Monroe

City of Monroe, OH Police Station (Monroe, OH) Main Roof
602 S Main St
Monroe, OH
45050

Bid #: BID-56725
Equalis Contract #:
COG-2133B

Kris Costas
kris.costas@roofconnect.com
717-571-9088

The proposed prices are based on current material and energy costs, current production schedule and all noted assumptions made herein. Some of these factors are very volatile and represent significant factors that influence the proposed prices.

SCOPE OF WORK

Base Bid:

- Fleeceback adhered roof membrane system
- 20-year manufacturer's Total System Warranty
- Approximate square feet: 37,522

Safety and Project Preparation:

- Perform a pre-job meeting to determine jobsite logistics and safety requirements.
- Furnish proposed construction schedule, if needed.
- Furnish and install proper safety equipment.
- Furnish and install warning lines to identified areas associated with ground related roofing activities.
- Clean existing roof free from debris and contaminates.

System Application:

- Apply the FleeceBACK Adhered Roofing System in conjunction with cover board and EPS Flute Fill over the existing metal roof.
- Contractor to adhere a layer of Expanded Polystyrene 1# density and the ½" SecurShield HD Cover Board over the existing metal deck at a rate of 12" on center in the field and 6" on center at perimeters and corners. Fully adhere the FleeceBack membrane to the cover board.

Miscellaneous

- Nightly tie-ins will be performed to ensure watertight integrity during project.
- Job site will be cleaned daily during the project and at the completion of the project.

Warranty

- Once final inspection is performed and final payment is received, provide a 20-year manufacturer's Total System Warranty.

BASE BID TOTAL: \$1,091,960.00* Accepted: ☐

*All applicable taxes included. See all terms, conditions, & exclusions.

Schedule of Reimbursement - To be determined.

Notes:

- The above work including insurance, warranties, hosting, and all safety equipment are included in this proposal.

Exclusions:

- Bonds, permits, and taxes are not included in the price unless stated above.
- Attic insulation, Wood Nailers, Curbs, Soffit, Fascia, Ladders and Vents are excluded. Only sheet metal associated with Roofing is included, unless otherwise stated above.
- RoofConnect is not responsible for Plumbing, Electrical, HVAC, and Containers which may be necessary to complete the project, unless otherwise stated above. RoofConnect is not responsible for Interpretation of Local Building Code.
- This proposal is based upon current, applicable Design Standards and Suitable Decking System for Roof System proposed on this Project. This Proposal is valid for 30 days from above Date.
- Decking, Decking Support Structure, Skylight/Smoke/Hatch Attachment, Mechanical, Plumbing, Electrical, Sheathing, Framing, Bonding, Interior work or protection, Night Work, Additional Mobilizations, Exterior Cladding are excluded.



ACCEPTANCE

As authorized representative of City of Monroe, I hereby accept the above proposal, summarized as follows: Pricing is only valid for 30 days due to material volatility.

Proposed Item	Price	Accepted
Base Bid	\$1,091,960.00	☐
Allowance for wood nailer/blocking	\$50,000.00	☐
Allowance for Contingency	\$40,000.00	☐
Warranty Extension Program	\$ per annual	☐

ACCEPTANCE: The undersigned Customer hereby accepts this Proposal/Contract and, intending to be legally bound hereby, agrees that this writing, including the terms and conditions and documents incorporated herein, shall be a binding contract and shall constitute the entire contract upon execution of this Contract by Customer and RoofConnect. Any additional or different terms and conditions set forth in the Customer's purchase order or any other agreement between Customer and RoofConnect are expressly rejected by RoofConnect and shall not be binding upon RoofConnect. Any modification to this Proposal/Contract, including the terms and conditions and documents incorporated herein, must be in writing, signed by both parties, and it must expressly state that it is intended to modify this Proposal/Contract and its terms and conditions or documents incorporated herein.

ACCEPTED BY:

Name: _____
Signature: _____
Date: _____
Approved Contract Amount: \$ _____
Purchase Order Number: _____

PROJECT AGREEMENT TERMS AND CONDITIONS

Nature of Work. The construction services will be performed by a roofing contractor member of RoofConnect (hereinafter referred to as the "Roofing Contractor") who is qualified and licensed to perform the construction work and services referenced in this Proposal/Contract. The Roofing Contractor shall furnish the labor and material to perform the Work described herein and/or in the referenced contract documents. Neither RoofConnect nor the Roofing Contractor provide design, engineering or architectural services. It is Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished by Customer, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Customer or its licensed architect or engineer is responsible for any loss, damage or expense due to defects in plans or specifications or building code violations, unless such damage results from a deviation by Roofing Contractor from what is specified. Customer is responsible for any losses due to condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which the Roofing Contractor's roofing Work is installed.

Deck. Customer warrants that structures on which the Roofing Contractor is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Commencement of roof installation indicates only that the surface of the roof deck appears satisfactory to attach roofing materials and that no visible defects were apparent. Customer and/or its designers and other contractors are responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening and moisture content of the roof deck. Customer is responsible to test or assess moisture content of the roof deck or substrate.

Asbestos and Toxic Materials. This Proposal/Contract is based on not coming into contact with asbestos-containing or toxic materials ("ACM"). Customer is responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. The Contract Price shall be increased for additional expenses resulting from the presence of ACM. Customer shall indemnify RoofConnect and Roofing Contractor from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

Payment. Unless stated otherwise on the face of this Proposal/Contract, within ten (10) days of substantial completion of the Work, Customer shall pay RoofConnect the Contract Price plus any additional charges for changed or extra work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to RoofConnect by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1% per month (12% per year). RoofConnect shall be entitled to recover from Customer all costs of collection incurred by RoofConnect, including attorneys' fees, resulting from Customer's failure to make proper payment when due. Customer's acceptance of the Work and payment from Customer is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing. Customer acknowledges that RoofConnect is not an insurance adjuster and that RoofConnect cannot and will not negotiate directly with Customer's insurance carriers on Customer's behalf. Customer shall be solely responsible for payment in full to RoofConnect and any reimbursement to Customer by an insurance carrier shall be Customer's sole responsibility to negotiate and resolve.

Right to Stop Work. The failure of Customer to make proper payment when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle RoofConnect, at its discretion, to direct Roofing Contractor to suspend all Work and shipments, including furnishing warranty, until full payment is made. The time period to perform the Work shall be extended for a period equal to the period during which the Work was suspended, and the Contract Price shall be increased by the amount of reasonable costs of shut-down, delay and start-up.

Insurance. RoofConnect shall require its Roofing Contractor to carry workers' compensation and commercial general liability insurance. Upon request by Customer, RoofConnect will furnish to Customer a Certificate of Insurance showing the Roofing Contractor's insurance coverage. Customer shall purchase and maintain builder's risk and property insurance sufficient to cover the total value of the entire Project on a replacement cost basis, including labor and materials furnished, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and partially completed Work until the job is completed and accepted. Moneys owed to RoofConnect shall not be withheld by reason of any damage or claim that is covered by liability, property or builder's risk insurance.

Additional Insured. If Customer requires that Customer or others be listed as additional insureds on the liability insurance policy, Customer agrees that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured only to the extent the claim is due to the negligence of the Roofing Contractor and it does not apply to or make the insurer liable for claims that are due to the fault of the additional insured.

Clean-up; Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior depending on existing building conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Customer shall be responsible for clean-up, disturbance, damage or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold harmless RoofConnect and Roofing Contractor from claims of tenants who were not so notified and did not provide protection. Unless otherwise specified on the face of this Proposal/Contract, Customer shall provide all trash dumpsters for disposal of roofing materials during performance of the Work.

Deck Repairs and Unforeseen Conditions. Any work required to replace rotten or missing wood or deteriorated decking to make the deck suitable for roof installation shall be done on a labor and material or unit price basis as an extra unless specifically included in the Scope of Work. Deck repairs or replacement shall be performed as needed to provide an adequate substrate for the roofing materials. Unforeseen conditions that may affect the Work will be reported to Customer and authorization requested prior to permanent repairs being performed.

Schedule. Any dates provided in this Proposal/Contract for commencement and progress of the Work are estimated and subject to change. RoofConnect will promptly notify Customer of any changes in the date of commencement or estimated date of completion of the Work.

Damages and Delays/Force Majeure. Customer shall coordinate the Project so that the Project proceeds in an orderly and customary manner and so as to avoid newly installed roofing being used as a surface for on-going construction work. If others damage the Work, including damage to temporary tie-ins and punctures, cuts and tears in the roof membrane or flashings, Customer agrees to backcharge those causing the damage. Any repairing of the same will be charged as an extra on a time and materials basis, and the time for performance shall be extended for a time sufficient to make such repairs. For damage or delay caused by circumstances beyond the control of the parties, including but not limited to acts of God, pandemics, epidemics, quarantines, accidents, unavoidable casualties, snow, ice dams, fire, adverse weather, vandalism, regulation, strikes, jurisdictional disputes, disruption in supply chains, failure or delay of transportation, shortage of or inability to obtain materials or equipment or labor and delays caused by others, the time for performance of the Work shall be extended and the Contract Price shall be increased for additional costs of performing the Work due to such circumstance(s).

Roof Projections. The Work includes flashing roof projections that are in place prior to installation of roofing or shown on the architectural plans provided by Customer. Penetrations not shown on the plans provided by Customer prior to submittal of this Proposal/Contract or required after installation of roofing shall be considered an order for extra work, and the Contract Price shall be increased based on time and material rates for additional expenses resulting from additional penetrations.

Changes in the Work and Extra Work. Customer shall be entitled to request in writing extra or changed work that is not part of the original Scope of Work, and the total Contract Price shall be adjusted accordingly. Customer shall not give orders for work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or Customer's representative was not authorized to order the change. This Proposal/Contract is based upon all Work being performed during regular working hours. Extra charges will be made for overtime and Work performed outside of regular working hours, if required by Customer.

Wind Loads or Uplift Pressures. Design Professional is responsible to design the Work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, the Contract Price is based solely on manufacturer's printed test results. No representations are made regarding wind uplift capacity.

Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold RoofConnect and Roofing Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control of the parties. If there is an increase in these or other roofing products between the date of this Proposal/Contract and the time when the Work is to be performed, the Contract Price may be increased to reflect the additional cost, upon submittal of written documentation and advance notice.

Backcharges. No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer shall be valid unless previously authorized in writing by RoofConnect and unless written notice is given to RoofConnect within five (5) days of the event, act or omission which is the basis of the backcharge.

Roof Top Safety. Customer warrants there will be no live power lines on or near the roof servicing the building where the Work will be performed and that Customer will turn off any such power supplies to avoid an electrocution risk. Customer will indemnify Roofing Contractor and RoofConnect from personal injury and other claims and expenses if Customer fails to turn-off power so as to avoid injury resulting from the presence of concealed electrical conduit and live electrical power. Customer is responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Customer shall shut down roof located electronic equipment that emits or receives radio frequency waves while the Work is being performed on the roof so that workers will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold harmless RoofConnect and Roofing Contractor from any personal injury claims resulting from a failure by Customer to do so. Except for workers performing the Work, Customer is responsible for the safety of persons or entities whom Customer allows or authorizes to be on the roof. Customer agrees to and shall indemnify and hold Roofing Contractor and RoofConnect harmless, including attorneys' fees, from claims for personal injury by persons or entities whom Customer has allowed or authorized to be on the roof.

Conduit and Materials Attached to Deck. The Contract Price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which the new roof will be installed. Customer is responsible for all loss and damage caused by conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

Availability of Site. Customer shall provide direct access to the work site for the passage of trucks and materials and direct access to the roof. The raising, disconnection, re-connection, or relocation of any mechanical equipment on the roof that may be necessary to perform the roofing work shall be performed by others or treated as an extra. The Work shall not be required to begin until underlying areas are ready and acceptable to receive the Work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips to and from the job as a result of the job not being ready for the Work after Customer has provided notice to proceed will be charged as an extra. Customer shall provide at the worksite sufficient storage room for all materials and reasonable use of such facilities as scaffolding, elevators, and such other equipment as may be available for handling materials. Customer shall permit the use of driveways and paved areas leading to or adjacent to the worksite for equipment without liability occasioned by such use. Customer shall supply at the worksite for performance of the Work: water, power, site security, and clear access to work area.

Warranty. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this Proposal/Contract. It is expressly agreed that in the event of alleged defects in the materials furnished, Customer shall have recourse only against the manufacturer of such material. The Roofing Contractor's workmanship warranty, which shall warrant the workmanship for a period of 12 months from completion of the Work, shall be furnished to the Customer. The workmanship warranty will not extend to conditions, leaks or damages caused by (1) abuse, misuse, vandalism, lack of maintenance, accident or negligence in maintaining the roof by Customer or others; (2) lightning, hail, windstorm, hurricane, earthquake, thermal shock or other acts of God; (3) other building components, including solar equipment, building movement, cracking, settlement, deflection of roof deck, dry rot, deterioration of walls, water entry through masonry or other building components, vapor condensation from below, and defects in the materials used as a base under the roof; (4) faulty vents, equipment supports, and other penetrations of the roof work and edge conditions, unless such items were included in the Work; (5) installation, service or maintenance of roof top equipment, solar equipment, plant media, overburden or traffic of any nature on the roof by Customer or others; (6) acts or omissions of Customer or others; (7) movement of metal work; (8) ponding of water; (9) discharge of oils, greases, solvents or chemicals; (10) damage caused by termites, insects, birds or animals; (11) penetration of the roofing from beneath by nails or other fasteners; (12) ice dams; or (13) blockage of roof drains or gutters. If, during the term of the workmanship warranty, the subject property is exposed to tornadoes, hurricanes, or earthquakes, the warranty will be void and cancelled. **ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

Existing Conditions. Customer is responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by Roofing Contractor.

Mold. Customer agrees to act promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly including prompt notice to RoofConnect if Customer believes there are roof leaks. Repairs to deficient workmanship shall be made promptly after RoofConnect receives written notice of leaks. Customer is responsible for monitoring any leak areas and for indoor air quality. Customer shall hold harmless and indemnify RoofConnect and Roofing Contractor from claims due to indoor air quality and resulting from a failure by Customer to maintain the building in a manner to avoid growth of mold.

Material References. Technical specifications (i.e., R-value, ASTM or UL compliance) of materials used are represented as such by the material manufacturers. RoofConnect and its Roofing Contractor are not responsible for verifying such technical specifications.

Oil-canning. Metal roofing and wall panels, especially lengthy flat-span sheet-metal panels, often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing work performed. The type of metal roofing or wall panels specified can affect the degree of oil-canning. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

Specific Exclusions. Unless specifically included in the Scope of Work on the face of this Proposal/Contract, the following items are expressly excluded from the Work: (1) bonds of any kind; (2) costs for permits and third-party inspections; (3) overtime, after-hours work, and work on any legally recognized holiday; (4) LEED Certification or any other type of green building certification; (5) repair of any damaged landscaping and repair or painting of other property; (6) abatement of asbestos and any other hazardous material; (7) labor and materials not specifically described on the face of this Proposal/Contract; and (8) security services.

Dispute Resolution. If a dispute arises between the parties with respect to any matters or questions arising out of or relating to this Contract or the breach thereof, the parties will seek to mediate the dispute. If mediation is unsuccessful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. Customer agrees to the joinder of any third parties, including Roofing Contractor, in the arbitration proceeding at the request of RoofConnect. The location of such arbitration shall be Little Rock, Arkansas or such other location as agreed by the parties. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. Any legal claim against RoofConnect must be initiated no later than two (2) years after completion of the Work. Collection matters may be processed through litigation or arbitration at the discretion of RoofConnect.

Governing Law. This Contract/Proposal shall be governed by the laws of the State of Arkansas.

Limitation of Liability. ROOFCONNECT SHALL NOT IN ANY CIRCUMSTANCE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT CLAIMS (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, LOSS OF PRODUCT OR PRODUCTION AND SIMILAR LOSSES. TO THE FULLEST EXTENT PERMITTED BY LAW, ROOFCONNECT'S LIABILITY FOR DAMAGES ARISING OUT OF THIS PROPOSAL/CONTRACT AND/OR THE WORK, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORTS (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, SHALL NOT EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) OR THE CONTRACT PRICE, WHICHEVER IS LESS. Customer acknowledges and agrees that any advice or other assistance furnished by RoofConnect regarding any labor, equipment, goods, materials, or systems, whether or not furnished hereunder, is provided solely in RoofConnect's capacity as manager of a network of roofing contractors and shall not be construed as advice or assistance of a professional consultant, engineer or designer; therefore, RoofConnect shall have no liability to Customer or others with respect to any such advice or assistance.

Status of RoofConnect. It is understood by the parties that RoofConnect itself is not a licensed construction contractor and will not itself perform the construction services referenced in this Proposal/Contract. RoofConnect provides a network of leading professional roofing contractors operating throughout the United States. The construction services will be performed by a Roofing Contractor member of RoofConnect who is qualified and licensed to perform the construction work and services referenced in this Proposal/Contract.

Entire Agreement. This Proposal/Contract, including these Terms and Conditions and documents specifically listed as Contract Documents on the Proposal/Contract, constitutes the entire agreement between the parties with respect to the subject matter herein.