

Greater Cincinnati

REDEVELOPMENT AUTHORITY

**SITE WORK IMPROVEMENTS AT THE
FORMER CINCINNATI GARDENS**

**2250 Seymour Avenue
Cincinnati, Ohio 45212**

FOR THE
Greater Cincinnati Redevelopment Authority

3 East Fourth Street, Suite 300

Cincinnati, OH 45202

513.621.3000

www.cincinnatiport.org

**Contract # 01-2018
(Re-Bid)**

June 2018

TABLE OF CONTENTS

I. INVITATION FOR BID.....	4
II. INSTRUCTIONS TO BIDDERS.....	5
1. DESCRIPTION OF IMPROVEMENTS	5
2. PREPARATION OF PROPOSAL	5
3. BID SECURITY	5
4. SUBMISSION OF CERTAIN DATA	5
5. EXAMINATION OF SITE AND SPECIFICATIONS.....	6
6. INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS	7
7. BIDDING REQUIREMENTS	7
8. LUMP SUM CONTRACT	7
9. CONDITIONS IN CONTRACTOR’S PROPOSAL.....	7
10. STANDARD MANUFACTURER.....	8
11. MAJOR EQUIPMENT	8
12. GUARANTEES	8
13. MATERIAL SUBSTITUTIONS	8
14. LICENSE OR ROYALTY FEES	9
15. SUPPLEMENTAL UNIT PRICES	9
16. WITHDRAWAL OF PROPOSAL	9
17. SIGNING OF PROPOSAL	9
18. AWARD	9
19. DEFINITION OF AWARD.....	10
20. EXECUTION OF CONTRACTS AND BONDS.....	10
21. PAYMENT.....	10
22. COMMENCEMENT AND COMPLETION OF WORK.....	11
23. WORK AFTER REGULAR HOURS.....	11
24. TABULATION OF BIDS.....	11
25. REJECTION OF BIDS	11
26. ECONOMIC INCLUSION.....	11
27. USE OF AMERICAN-MADE PRODUCTS.....	12
28. FAILURE TO APPROPRIATE FUNDS	12
29. REIMBURSEMENT/WORKER’S COMPENSATION.....	12
30. OSHA REQUIREMENTS.....	12
31. RETAINAGE.....	12
III. GENERAL CONDITIONS OF THE CONTRACT.....	14
1. DEFINITIONS	14
2. CONTRACT SECURITY	14
3. CONTRACTOR’S INSURANCE	15
4. DEFINITION OF NOTICE	18
5. INTENT OF CONTRACT DOCUMENTS	19
6. CONTRACT DRAWINGS AND SPECIFICATIONS	19
7. COMPLIANCE WITH LAWS - PERMITS AND SURVEYS	20
8. DEFENSE OF CLAIMS OR SUITS BY REASON OF PATENT INFRINGEMENTS AND ASSIGNMENTS OF LICENSES.....	20
9. OTHER CONTRACTS.....	20
10. "OR EQUAL CLAUSE".....	20
11. SCHEDULE AND UNIT PRICES.....	20
12. DRAWINGS	21
13. SCHEDULE OF MATERIAL AND EQUIPMENT ITEMS	21
14. INSPECTION AND TESTING OF MATERIALS	21
15. SUB-CONTRACTS	21

16.	ANTI-KICKBACK	22
17.	ASSIGNMENT OF CONTRACT.....	22
18.	NOTICE TO START WORK.....	22
19.	SUPERINTENDENCE.....	22
20.	MATERIALS AND WORKMANSHIP	22
21.	USE OF JOB SITE	23
22.	USE OF PRIVATE LAND	23
23.	LABOR	23
24.	ACCIDENT PREVENTION.....	23
25.	SANITARY CONVENIENCE	24
26.	INSPECTION	24
27.	PROTECTION OF WORK	25
28.	COST OF UTILITIES	25
29.	PAYMENTS.....	25
30.	REDEVELOPMENT AUTHORITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF	26
31.	DEDUCTION OF UNCORRECTED WORK	27
32.	CHANGES – PAYMENT	27
33.	CUTTING AND PATCHING.....	28
34.	COMPLETION DATE	28
35.	FAILURE TO COMPLETE ON TIME.....	28
36.	SCHEDULE OF LIQUIDATED DAMAGES	29
37.	GUARANTEES	29
38.	TERMINATION FOR BREACH	29
39.	FINAL TESTS.....	30
40.	CLEANING-UP AND FINAL INSPECTION	30
41.	MEASUREMENT OF WORK.....	31
42.	REDEVELOPMENT AUTHORITY'S RIGHT TO DO WORK	31
43.	FINAL ACCEPTANCE OF THE WORK	31
44.	DRUG-FREE WORKPLACE	31
45.	EQUAL OPPORTUNITY EMPLOYMENT	31
46.	STEEL PRODUCTS	31
47.	PREFERENCE FOR OHIO CONTRACTORS	31
48.	NOTICE OF FURNISHING	32
49.	INDEMNIFICATION.....	32
50.	PROTECTION OF PUBLIC	32
51.	COMPLIANCE WITH SAFETY PROTECTION	32
52.	WORK DAYS AND HOLIDAYS	33
53.	ATTENDING MEETINGS	33
IV. PROPOSAL.....		34
1.	PROPOSAL FORM FOR 2250 SEYMOUR AVENUE.....	34
2.	BIDDING SCHEDULE.....	36
3.	BID BOND	40
4.	NON-COLLUSION AFFIDAVIT	41
5.	DECLARATION OF PERSONAL PROPERTY TAX DELINQUENCY	43
6.	STATEMENT OF CONTRACTOR'S QUALIFICATIONS	44
V. CONTRACT.....		46
1.	CONTRACT FORM	46
2.	CERTIFICATE OF FUNDS.....	48
3.	CONTRACT BOND	49
4.	DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION	50
5.	CERTIFICATION OF NO FINDINGS FOR RECOVERY.....	53

VI. PROJECT / PUBLIC IMPROVEMENT	54
1. SCOPE OF WORK.....	54
2. PROJECT SPECIFICATIONS	55
SECTION 01010.....	55
SUMMARY OF WORK.....	55
SECTION 01045.....	58
CUTTING AND PATCHING	58
SECTION 01050.....	62
FIELD ENGINEERING AND SURVEYING.....	62
SECTION 01095.....	65
REFERENCE STANDARDS AND DEFINITIONS	65
SECTION 01110.....	80
SEQUENCE OF OPERATION	80
SECTION 01290.....	82
APPLICATION FOR PAYMENT.....	82
SECTION 01295.....	86
SCHEDULE OF VALUES	86
SECTION 01300.....	89
SUBMITTALS	89
SECTION 01310.....	96
SCHEDULES AND REPORTS	96
SECTION 01380.....	101
PROJECT PHOTOGRAPHS.....	101
SECTION 01400.....	104
QUALITY CONTROL SERVICES	104
SECTION 01500.....	108
TEMPORARY OPERATION FACILITIES.....	108
SECTION 01550.....	120
MAINTENANCE OF TRAFFIC CONTROL	120
SECTION 01573.....	122
STORMWATER POLLUTION PREVENTION PLAN	122
SECTION 01710.....	129
CLEANING	129
SECTION 01720.....	132
PROJECT RECORD DOCUMENTS	132
SECTION 02110.....	135
SITE REMEDIATION.....	135
SECTION 02160.....	145
EXCAVATION SUPPORT SYSTEMS	145
SECTION 02229.....	149
MASS EXCAVATION AND FILL, STORM INFRASTRUCTURE.....	149
SECTION 02250	157
SITE DEMOLITION	157
SECTION 02934.....	164
TEMPORARY SEEDING AND MULCHING.....	164
SECTION 13280.....	167
ASBESTOS-ABATEMENT.....	167

END SECTION

I. INVITATION FOR BID

**CONTRACT #01-2018
(Re-Bid)**

**2250 SEYMOUR AVENUE
SITE WORK IMPROVEMENTS
FOR
GREATER CINCINNATI REDEVELOPMENT AUTHORITY

(REDEVELOPMENT AUTHORITY)**

Sealed bids will be received by the Vice President of Industrial Development & Logistics of the Greater Cincinnati Redevelopment Authority, 3 East Fourth Street, Suite 300, Cincinnati, Ohio 45202, until two (2) o'clock P.M., Local Time, on the **27th day of June 2018**. Bids will be evaluated for the following described work:

The Work consists of site work improvements to multiple parcels at the Project site formerly known as Cincinnati Gardens. The Project site is located at 2250 Seymour Avenue, in the City of Cincinnati, County of Hamilton, State of Ohio. The Project site consists of a recently demolished multi-level sports arena and annex building area, several parking lots, and associated perimeter pavement, sidewalk, landscaping, fencing, etc., located within the project limits.

The Contract Documents, including Drawings and Project Manual with Specifications are available electronically. Hard copies of the Contract Documents may be obtained upon written request from the Greater Cincinnati Redevelopment Authority for a fee of two-hundred fifty Dollars (\$250.00 – NON-REFUNDABLE) for each set of documents.

The project site is available for inspection by contacting Tom Leibham, Industrial Development Manager at 513-207-0023 or by email at tleibham@cincinnatiport.org. A waiver is required to be signed before entering the property. Proper attire is required.

Bids shall be submitted in sealed envelopes, properly identified with the bidder's name, Contract number, and a statement that it is a sealed bid covering the services for which the bid is submitted. Bids shall be addressed to the Vice President of Industrial Development & Logistics, Greater Cincinnati Redevelopment Authority, 3 East Fourth Street, Suite 300, Cincinnati, Ohio 45202. The Redevelopment Authority intends and requires that this project be completed no later than October 31, 2018.

The Redevelopment Authority reserves the right to reject any and all contractors or proposals, to waive any informalities or irregularities in the proposals received, or to accept any proposal which is deemed most favorable to the Redevelopment Authority.

Laura N. Brunner

President/CEO

II. INSTRUCTIONS TO BIDDERS

1. Description of Improvements

Proposals are invited by the Redevelopment Authority for the following:

Site Improvement Work consists of the removal of existing pavement surfaces, including several parking lots, and associated perimeter pavement, and removal of sidewalk, landscaping, fencing, parking lot lighting system, etc., located within the project limits. Also, excavation, fill and grading of multiple parcels, including the site of a recently demolished multi-level sports arena and annex building. All work is to be performed at the former Cincinnati Gardens Site located at 2250 Seymour Avenue, Cincinnati, OH 45212, and associated parcels located adjacent to the former building site and across Seymour Avenue.

2. Preparation of Proposal

Each bidder's proposal shall be firmly sealed in an envelope labeled "Contract Proposal" and delivered to the office in the Invitation for Bids.

The "Contract Proposal" shall consist of:

(a) this document (the proposal forms must not be separated from this document)

(b) two (2) duplicate hardcopy proposal sets and one complete electronic set provided on a USB flash drive.

All bids are to be made only on the proposal forms furnished by the Redevelopment Authority and included in this document. Each proposal form in this document and two (2) duplicate proposal sets shall be properly completed, signed and executed. In the event a discrepancy exists between the proposal forms in this document and the duplicate proposal sets, this document shall take precedence.

Bid prices in the Bidding Schedule are to be written both by words and by figures, and in case of any conflict, the former will apply. No bid will be accepted which does not contain an adequate or reasonable price for each and every item named in the Bidding Schedule on the Contract bid upon.

Only proposals, which are made out upon the regular proposal forms included in this document, will be considered.

3. Bid Security

No proposal will be considered unless accompanied by a certified check, or bid bond in the amount of 10% of the total bid, payable to the Redevelopment Authority as guarantee that if the bid were accepted, the bidder will execute and file the proposed Contract within ten (10) days from the date of the award of the Contract. On failure of the successful bidder to execute the Contract and required bonds, they shall forfeit the deposit as agreed liquidated damages, and the acceptance of the proposal will be contingent upon the bidder agreeing to this provision.

The bid security of the three lowest and best formal bidders for each Contract will be held until the Contract is executed and approved.

4. Submission of Certain Data

Each bidder may submit with his bid, and, in the event required by the Redevelopment Authority shall submit the following data within five (5) days of a receipt of notice from the Redevelopment Authority for

said data:

(a) A statement that the bidder maintains a permanent place of business and address thereof.

(b) A statement of the items of equipment which the bidder proposes to use on the Project, together with a statement noting which of these items of equipment the bidder owns, and separately those items which they do not own but is certain they will be able to rent or otherwise procure for use on the project.

(c) A financial statement, duly sworn to, in form approved by the Redevelopment Authority, listing assets and liabilities.

(d) A letter from a qualified surety addressed to the Redevelopment Authority demonstrating the bidder's ability to obtain the Payment and Performance Bonds required hereunder.

(e) Statement listing projects of similar nature, which the bidder has constructed, or in the construction of which the bidder was actively engaged in a responsible capacity.

Any bidder may be required by the Redevelopment Authority to submit additional data to satisfy the Redevelopment Authority that such bidder is prepared to fulfill the Contract if it is awarded to them.

5. Examination of Site and Specifications

(a) Bidders shall inform themselves of all the conditions under which the Work is to be performed concerning the site of the Work, the structures of the ground, the obstacles which may be encountered, whether shown on the plans or not, and all other relevant matters concerning the Work to be performed. The Contractor to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, as far as possible, such methods and means in the carrying out of his Work as will not cause any interruption or interference with any other Contractors.

(b) The bidder is expected to base their bid on materials and equipment complying fully with the Contract Drawings and Specifications, and, in the event they name or include in their bid materials or equipment which does not conform, they will, if awarded a Contract, be responsible for furnishing materials and equipment which fully conform at no additional charge in their Contract price.

(c) Bidders must satisfy themselves by personal examination of the locations of the proposed Work and by such other means as they may prefer as to the correctness of any quantities listed in the proposal and shall not, after submission of their proposal, dispute or complain of such estimate, or assert that there was any misunderstanding in regard to the nature or amount of Work to be done. For security and safety reasons, the bidder and or potential subcontractors are required to obtain from the Redevelopment Authority, access to the Project site. Additional access may be obtained by coordinating specific times and dates for examination with the Redevelopment Authority.

The bidder and or his potential subcontractors shall make whatever investigations they deem necessary to satisfy themselves of the full scope of the Work. This shall include, but not be limited to, test soil excavations/testing of insitu and stockpiled material, and if applicable, minor demolition for the purposes of exposing areas for examination that may or reasonably may be assumed as, requiring special demolition or remediation, such as asbestos. Minor demolition shall not adversely affect the structural or environmental stability of the Project site.

The Redevelopment Authority assumes no responsibility for any conclusions drawn by the bidder and or their potential subcontractors, and consultants, as they may relate to existing markings and portals within the Project site.

(d) Before submitting a proposal each Contractor shall read the complete Contract Document, including but not limited to; Invitation, Instructions to Bidders, General Conditions, Special Conditions, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful bidder but also to any of their Subcontractors.

6. Interpretation of Proposed Contract Documents

If any person contemplating submitting a bid for any contract on this Project is in doubt as to the true meaning of any part of the Contract Drawings, Specifications, or other sections of the Contract Document, they may submit to the Redevelopment Authority a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. All requests must be received in writing by the Redevelopment Authority on or before June 20, 2018 by 12:00 noon, local time. Address requests to Melissa Johnson, Vice-President of Industrial Development & Logistics, Greater Cincinnati Redevelopment Authority, 3 East Fourth St., Suite 300, Cincinnati, OH 45202, or to mjohnson@cincinnatiport.org. Any interpretation of the Contract Document or Contract Drawings will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The Redevelopment Authority will not be responsible for any other explanations or interpretations of the Contract Documents or Contract Drawings.

No statement, representation, opinion, promise or instruction contained in any of the Contract Documents or made in connection with performance of this Contract by a Redevelopment Authority employee, during and in the scope and course of the officer or employee's employment with the Redevelopment Authority, shall be deemed to constitute a statement, representation, opinion, promise or instruction of such person in their individual capacity, and neither the Redevelopment Authority President/CEO by virtue of authorizing the execution of this Agreement, nor the Redevelopment Authority President/CEO by virtue of having executed it shall be held personally liable or accountable for such activity in connection with this Agreement.

7. Bidding Requirements

(a) If the Work included in the proposal covers general construction and if the Proposal Forms include alternates, each bidder must bid on each alternate.

(b) Each bidder shall submit only one bid.

(c) Each bidder must submit with their proposal special data, if any, in respect to items of equipment, alternates, or other items, which any section of the Contract Document requires to be submitted with each proposal.

8. Lump Sum Contract

Each bidder shall make their own estimate from the Contract Drawings and site inspections of the quantities required on each item and calculate their bid for each item accordingly. Bids will be compared based on number of units stated in the Bidding Schedule. Payment on the contract will be lump sum.

9. Conditions in Contractor's Proposal

A bidder shall not stipulate in their proposal any conditions not contained in the Form of Proposal included in the Contract Documents. Such stipulations may be cause for rejection of the Proposal.

10. Standard Manufacturer

Whenever the terms "standard", "recognized", or "reputable" manufacturers are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment or supplies of the nature called for by the Specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the Redevelopment Authority that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in at least three instances, and that the performance of such materials, equipment, or supplies has been satisfactory. Manufacturers who have been engaged in the business of manufacturing said materials, equipment or supplies for a period of over twelve months prior to the date fixed for opening bids shall, unless a longer period of time is specifically stated in the Specifications, shall be deemed to have been engaged in such business for reasonable length of time.

11. Major Equipment

In cases where the Proposal Form under the paragraph entitled "Major Equipment Items" includes a tabulation of the major items of equipment to be furnished and installed on this proposal, each bidder shall state in the space provided the installed price for each item of equipment of the manufacturer named. In addition, they may state in the spaces provided the names of alternate manufacturers who offer equipment on this project and the installed price for such equipment. Prior to the award of a construction contract, the Redevelopment Authority will determine the source of all items of major equipment to be incorporated in the Project, based on the details, expected performance, and the installed prices of the items offered in the proposal accepted.

Each manufacturer who offers an item of major equipment on this project shall file at least ten (10) days prior to the date set for opening bids two (2) complete copies of a detailed description of the equipment offered, list of comparable installations, and performance curves or data. Such data shall be filed directly with the Redevelopment Authority.

12. Guarantees

The attention of all bidders is directed to the conditions that on any Contract which includes equipment items the Contractor and their Surety will be held responsible by the Redevelopment Authority that all items of equipment purchased and installed under this Contract fully meet the type, quality, design and the performance guarantee defined in the Major Equipment and Project Specifications and in actual operation performs the functions for which installed. Further, that the Redevelopment Authority may withhold final payment until such performance and operation are demonstrated.

In view of such a contract requirement, the attention of all bidders is directed to paragraph 37 in the General Conditions of the Contract regarding "Guarantees". It is required that the successful Contractor purchase all items of equipment under adequate guarantees or bonds from the manufacturers to protect the obligation of the Contractor to the Redevelopment Authority on items of equipment.

13. Material Substitutions

If restrictions of any Governmental Authority prohibit the purchase or use of certain items that are required by the Contract Drawings and Specifications, substitution for such items will be determined by the Redevelopment Authority after the award of a construction contract.

Each Contractor shall base their bid on furnishing all items exactly as shown on the Contract Drawings and as described in the Contract Specifications. The successful Contractor will not be authorized to make any substitution on their own initiative, but in each and every instance must obtain a properly authorized

Contract Supplement to his contract before installing any Work in variance with the contract requirements.

14. License or Royalty Fees

If the Project is designed so as to require the use of a process or processes (as distinguished from article, apparatus, or equipment) for which licenses or royalty fees will be charged, such fees for the use of such process or processes will be paid directly by the Redevelopment Authority to the patentee, licensee or Redevelopment Authority of such a process, and bidders shall include such fees in their bids, and specifically set forth the amount of such fees in their bids.

15. Supplemental Unit Prices

In the lump sum proposal, the bidding schedule includes a supplementary schedule of unit prices for fixing cost basis for changes. The Redevelopment Authority reserves the right to reject any or all of such supplemental unit prices that it deems to be excessive or unreasonable.

16. Withdrawal of Proposal

Any bidder may withdraw their proposal at any time prior to the opening of proposals by the Redevelopment Authority. No bid may be withdrawn after the opening of proposals without the prior written consent of the Redevelopment Authority.

17. Signing of Proposal

(a) Proposals which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.

(b) Proposals which are signed for a partnership should be signed by all of the partners, or by an authorized partner. If signed by an authorized partner, there should be attached to the proposal a partnership management decision evidencing the partner's authority to sign the proposal.

(c) Proposals which are signed for a corporation should have the correct corporate name thereof signed in hand writing or in typewriting, and the signature of the president or other authorized officer of the corporation should be manually written below the written or typewritten corporate name followed by the word "By _____".

(d) If proposals are signed for any other legal entity, the authority of the person signing for such legal entity should be attached to the proposal.

18. Award

Subject to the right of the Redevelopment Authority to reject each and every bid, the Redevelopment Authority will award the contract for the Work to the lowest and best bidder. In determining which bid is the lowest and best, the Redevelopment Authority may take into consideration not only the amount of the bid, but such of the following criteria as the Redevelopment Authority, in its discretion, deems appropriate, and the Redevelopment Authority may give such weight thereto as it deems appropriate:

- a) The bidder's financial condition and ability to complete the Contract successfully without resort to its surety;
- b) The bidder's prior experience, including experience with similar work on comparable or more complex projects;
- c) The competency and experience of the bidder's proposed supervisory and management staff;

- d) The bidder's prior history for the successful and timely completion of projects;
- e) The bidder's equipment and facilities;
- f) The adequacy, in numbers and experience, of the bidder's work force to complete the Contract successfully and on time;
- g) The bidder's prior experience on other projects of the Redevelopment Authority, including the bidder's demonstrated ability to complete its work on these projects in accordance with the Contract and on time;
- h) The bidder's history of compliance with federal, state, and local laws, rules, and regulations;
- i) The Redevelopment Authority's prior experience with the bidder's surety;
- j) The bidder's interest in the Work as evidenced by its attendance at any pre-bid meetings or conferences for bidder;
- k) The bidder's ability to work with the Redevelopment Authority and its agent(s) personnel as a willing, cooperative and successful team member;
- l) The bidder shall certify it has not had a professional license revoked in the past five years in Ohio or in any other state;
- m) The bidder shall certify it has not been debarred from any public contract, federal, state or local, in the past five years;

The foregoing information with respect to each of the subcontractors and suppliers that the bidder intends to use under the Contract.

19. Definition of Award

The Contract shall be deemed to have been awarded when formal written notice of award has been duly served upon the intended awardee (i.e., the bidder to whom the Redevelopment Authority contemplates awarding a contract) by some officer or agent of the Redevelopment Authority duly authorized to give such notice.

The Redevelopment Authority reserves the right to withhold award of the Contract for a period not to exceed (120) calendar days from date of bid opening. The bidder understands and agrees to hold their bid and its bid security valid for this period of time.

At any time during the (120) calendar days the Redevelopment Authority, at its sole discretion and without recourse by the bidder, may decide not to award the Contract as bid. If the Contract is not awarded within the (120) calendar days, the bid will be determined to be void and null and the bidder's bid security will be returned in full.

20. Execution of Contracts and Bonds

Each Contract must be executed in three (3) counterparts and no more, and there shall be executed original counterparts of the Contract Bond in equal number to the executed counterparts of the Contract. Two (2) copies of such executed documents will be retained by the Redevelopment Authority; the other one (1) will be delivered to the Contractor. The successful Contractor must provide compensation insurance, public liability and property damage insurance, and other insurance, all as outlined in the General Conditions of the Contract. The costs of executing the bonds and contract and insurance, including all notarial fees and expenses, are to be paid by the Contractor to whom the contract is awarded.

21. Payment

Contractors will be paid at intervals stated in the General Conditions of the Contract.

22. Commencement and Completion of Work

Attention of bidders is directed to the provision of paragraphs 34, 35 and 36 in the General Conditions of the Contract included herewith requiring the successful Contractor to pay liquidated damages as therein defined. Attention of bidders is further directed to the schedule stating completion dates.

23. Work After Regular Hours

The Contractor shall have an employee or employees who will be available and responsible for taking care of complaints and any necessary Work at night, on Saturdays, Sundays, and Holidays while the job is under construction, so the Redevelopment Authority will not incur any liability or expense during construction. The names of the employee or employees, their addresses and phone numbers shall be given to the Redevelopment Authority's Director of Industrial Development & Logistics.

24. Tabulation of Bids

After bids are received they will be tabulated by the Redevelopment Authority.

25. Rejection of Bids

The Redevelopment Authority may reject the proposal of any bidder that is in arrears to the Redevelopment Authority or any of its managed entities from any cause, or who in former contracts with the State of Ohio, Hamilton County, the City of Cincinnati, or the Redevelopment Authority performed the work unsatisfactorily, either in the character of the work or the time consumed in its completion by neglect or willful delay. The Redevelopment Authority may also reject the proposal of any bidder that is on any state or local debarment list.

26. Economic Inclusion

While there are no set-asides or preferences for suppliers, providers, or developers, the Redevelopment Authority is committed to empowering Minority Business Enterprises (MBEs), Women's Business Enterprises (WBEs), and Small Business Enterprises (SBEs). To that end, the Redevelopment Authority will be vigilant in monitoring, encouraging, and facilitating the satisfaction of its goals in relation to participation by MBEs, WBEs, and SBEs in all Redevelopment Authority related work. The goals of the Redevelopment Authority in this regard are specified in its Economic Inclusion Policy (attached). Contractor shall actively solicit MBEs, WBEs, and SBEs for the maximum practicable opportunity to participate in the performance of the Work as part of the Economic Inclusion Policy.

The Contractor acknowledges and agrees that it is familiar with the policy of the Redevelopment Authority pertaining to the inclusion of minority-owned, women-owned, and small business enterprises (the "Inclusion Policy"), a copy of which is included in Appendix 5. The Contractor acknowledges that it is familiar with the Redevelopment Authority's commitment to the Inclusion Policy and the goals and procedures implemented by the Redevelopment Authority to promote the Inclusion Policy.

The Contractor agrees that it will provide a copy of the Inclusion Policy to each subcontractor with which it contracts in any capacity with respect to the construction of the Project.

The Contractor further agrees that it will consult and cooperate with the Redevelopment Authority and otherwise exercise reasonable best efforts with respect to, and that it will require each subcontractor with respect to the construction of the Project to consult and cooperate with the Redevelopment Authority with respect to, the Redevelopment Authority's procedures and promote the policy goals of the Inclusion Policy in connection with the construction of the Project.

Upon execution and delivery of this Contract, monthly during the construction of the Project, upon completion of the construction of the Project, and at such other times as the Redevelopment Authority

reasonably requests, the Contractor shall provide the Redevelopment Authority with evidence, reasonably satisfactory to the Redevelopment Authority, with respect to its efforts and the efforts of its subcontractors to comply with the Inclusion Policy, including such data, reports (including the Inclusion Reporting Requirements set forth in Appendix 5 attached hereto), and analyses as the Redevelopment Authority shall request.

At such times as the Redevelopment Authority requests, the Contractor shall be required to provide the Redevelopment Authority with evidence, reasonably satisfactory to the Redevelopment Authority, that there has been compliance with this Section. Upon completion of the Project, the Contractor shall provide a sworn affidavit of compliance.

27. Use of American-Made Products

The Redevelopment Authority may, in evaluating the bids, take into consideration the use of American-made products from local vendors and manufacturers or Hamilton County vendors and manufacturers, or State of Ohio vendors and manufacturers, or vendors and manufacturers within the United States of America, when all other considerations are equal.

28. Failure to Appropriate Funds

The Redevelopment Authority reserves the right to cancel this Contract if for any reason the Redevelopment Authority Board of Directors, JobsOhio or the City of Cincinnati fail to appropriate funds necessary to make payment for items and/or services requested in this document.

29. Reimbursement/Worker's Compensation

The Redevelopment Authority requires reimbursement by the successful bidder for any expenses paid to Redevelopment Authority employees, by way of Worker's Compensation, when that injury has been caused by the negligence of the provider of services or goods required by this Contract.

30. OSHA Requirements

Whether or not evident on the face of the bid document, each bidder's bid shall assume that any and all Work performed for the Redevelopment Authority by contract must be performed in a manner which complies with all current and applicable federal and state Occupational Safety and Health Administration (OSHA) rules and regulations. Therefore, in bidding upon Work for the Redevelopment Authority, the bidder is hereby specifically instructed to take into account and incorporate such cost into its bid as is necessary to comply with all federal and state OSHA rules and regulations, which are applicable to the Work sought by the Contract being bid. Further, in actually performing the Contract between the Redevelopment Authority and the bidder, the bidder shall perform the Work in a manner, which complies with all current and applicable federal and state Occupational Safety and Health Administration (OSHA) rules and regulations.

Before awarding the Contract, the Redevelopment Authority reserves the right to inspect the safety programs and records of any Contractor or a Subcontractor that seeks to undertake Work by the Contract with the Redevelopment Authority. During performance of the Contract the Redevelopment Authority reserves the right to inspect the Work being performed for OSHA compliance and insist on compliance with applicable OSHA rule and regulations.

31. Retainage

Retainage, in the amount of ten percent (10%), will be withheld from each Draw to a Contractor and shall be returned, less deductions for cost of completion, if any, incurred by the Redevelopment Authority in accordance with the terms of the General Conditions.

No interest shall be paid or shall accrue or accumulate on money withheld by the Redevelopment Authority as retainage.

III. GENERAL CONDITIONS OF THE CONTRACT

1. Definitions

The following terms used in these Contract Documents are respectively defined as follows:

a. Project

The entire improvement proposed by the Redevelopment Authority to be constructed in whole or in part pursuant to the within Contract or Contracts.

b. Redevelopment Authority

The contracting party initiating the Project, as set forth in the Contract, acting through its authorized representative(s) and in accordance with specific duties delegated to such representative.

c. City of Cincinnati

Community in which the project is located; the local governing body, also referred to as the City.

d. Contractor

The person, persons, firm or corporation to whom the within Contract is awarded by the Redevelopment Authority, and who is subject to the terms of said Contract. Also, the agents, employees, work person, or assignees of the Contractor.

e. Sub-Contractor

A person, firm or corporation, other than the Contractor, supplying labor and materials, or labor only, on Work at the site of the Project.

f. Work

All materials, labor, supervision, use of tools and equipment necessary to complete the Project in full compliance with the terms of the Contract.

g. Surety

The person, firm, or corporation that has executed as Surety the Contractor's Performance Bond securing the performance of the within contract. Also, the person, firm, or corporation that has executed as Surety the Contractor's Payment Bond which guarantees payment to all persons supplying labor and material utilized in the prosecution of the work included in the within Contract.

h. Certified Professional

The person or persons contracted as independent contractor(s) by the Redevelopment Authority and who are certified by the Ohio EPA, to verify and certify that remediation of the Project Site meets the applicable cleanup standards required by federal, state and local Laws and Regulations.

2. Contract Security

Within 10 business days after notice of award, the Contractor shall provide duly executed Payment and Performance Bonds in a form acceptable to the Redevelopment Authority, in an amount at least equal to 100 percent (100%) of the Contract price as security for the faithful performance of this Contract.

"Attorney in Fact" shall attach proof of authorization by Surety to execute bonds on behalf of the

identified Surety. Failure to do so shall result in the Bond being considered incomplete. Insurance companies should attach a copy of their authority to sell insurance in the State of Ohio.

The Performance Bond must contain a separate binding provision that the Surety will guarantee the payment of all persons performing labor and furnishing materials in connection with this Contract.

3. Contractor's Insurance

a. Definitions

Contractor or Subcontractor (hereinafter referred to as "Contractor")

b. General Requirements

Contractor at its expense, shall obtain prior to the commencement of its Work and maintain in effect until the final acceptance of Contractor's Work and for such additional periods as may be required by the Contract Documents, the following insurance coverages and minimum limits, set forth in this Section.

c. Contractor's Insurance and Certificates of Insurance

(i) Contractor shall deliver to the Redevelopment Authority certificates of insurance, together with complete duplicates of the insurance policies on which the certificates are based, fully executed by the officers of the insurance company for all insurance required to be carried by the Contractor under this insurance paragraph at least five (5) days business days prior to the scheduled commencement of the Contractor's Work. The Redevelopment Authority shall be named as additional insured on all policies of insurance specified. Should the Work not be completed prior to any renewal of the required insurances, then at least ten (10) days prior to each anniversary of each policy required to be carried by the Contractor, the Contractor shall submit a new certificate to the Redevelopment Authority. The Contractor shall not allow any Subcontractor to commence Work on its subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Redevelopment Authority. All Subcontractors are required to submit certificates of insurance and copies of the insurance policies on which they are based at least five (5) business days prior to the commencement of any Work.

(ii) All required policies of insurance shall contain a provision stating that it shall not be cancelled, permitted to expire, or be changed without ninety (90) days advance notice to the Redevelopment Authority, the contents of which notice shall be consented to by the Redevelopment Authority. Certificates of insurance containing a cancellation clause including the phrases "will endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind on this company, its agents, or representatives" (or phrases that have the same meaning) shall have these phrases deleted.

(iii) All policies of insurance required by this paragraph 3 shall be underwritten by insurers having an A.M. Best's rating of not less than "A".

(iv) Where any insurance listed hereinafter requires that the policy of insurance name the Redevelopment Authority as additional insured, the policy shall be endorsed to state that the insurance provided to the Redevelopment Authority shall be primary insurance with respect to such additional insured, and any other insurance policy such additional insured may have shall be deemed to be excess and not contributory.

(v) If the Contractor fails to procure and maintain such insurance as is required by this Section, the Redevelopment Authority shall have the right, but not the obligation, to procure and maintain said insurance for and in the name of the Contractor and the Contractor will pay the cost and all associated expenses thereof and shall furnish all necessary information to make effective and maintain such insurance.

(vi) Contractor and its Subcontractors shall submit Worker's Compensation, Commercial General Liability and Business Auto Liability accident reports to their respective insurers immediately after any accident or occurrence and shall furnish a copy of each such report to the Redevelopment Authority.

d. Worker's Compensation Insurance

Before any Work is commenced, the Contractor shall acquire and maintain, during the life of this Contract, Worker's Compensation Insurance, in the form required by law, for all of its employees employed at the Project and all employees elsewhere working on this Project. In case any Work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance, in the form required by law, for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in Work at the Project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such of its employees, and shall provide or cause such Subcontractor to provide Employer's Liability Insurance for the protection of its employees not protected.

e. General Liability Insurance

(i) The Contractor shall acquire and maintain during the existence of this Contract, comprehensive general liability insurance, on a Commercial General Liability form and on an occurrence basis, providing, without limitation, such coverage as personal injury, bodily injury, contractual liability, broad form property damages, independent contractor, completed operations and products, coverages for premises/operations, Ohio Stop Gap Liability, underground explosions, collapse hazard, and public liability coverage as shall protect it, the Redevelopment Authority and any Subcontractor during the performance of Work covered by this Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damage, which may arise from activities under this Contract, whether such activities be by itself or by any Subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the Redevelopment Authority. Such insurance shall name the Redevelopment Authority as additional insured on a primary and non-contributing basis and shall hold harmless the Redevelopment Authority against all suits and claims arising from or as a result of the activities of the Contractor or its Subcontractors. The amount of coverage shall be Ten Million Dollars (\$10,000,000) per person and per occurrence. The completed operations insurance will be maintained in effect for a period of five (5) years from the date of final acceptance of the Project. The Contractor shall furnish the Redevelopment Authority evidence satisfactory to the Redevelopment Authority of continuance of such insurance during this five-year period. Valid certificates of insurance shall constitute satisfactory evidence.

(ii) If the general liability policy the Contractor provided in compliance with these insurance requirements contains a general aggregate limitation, then the policy shall be endorsed to provide Ten Million Dollars (\$10,000,000) specific aggregate for the specific Work performed under this Contract.

f. Redevelopment Authority’s, Contractors Protective Liability Insurance

Contractor shall obtain in the name of the Redevelopment Authority an Owner’s and Contractors Protective Liability (OCP) policy protecting the Redevelopment Authority against liability arising out of activities performed by the Contractor and against any acts or omissions in connection with the general supervision of the Contractor by the Redevelopment Authority. The OCP policy shall have attached a personal injury endorsement that modifies the policy’s definition of bodily injury to include false arrest, detention or imprisonment. The OCP policy shall be obtained at the expense of the Contractor and its cost is not billable to the Redevelopment Authority as a part of the Contract Price.

g. Insurance Covering Special Hazards

Special hazards as determined by the Redevelopment Authority shall be covered by endorsement(s) to the General Liability insurance policy or other policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included herewith.

h. Comprehensive Automobile Liability Insurance

The Contractor shall acquire and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance, on an occurrence basis, providing, without limitation, such coverage as liability and non-owned and hired car coverage. Such insurance shall cover the use of all motor vehicles engaged in operating within the terms of this Contract both on and off of the site of the Work to be performed there under. Such insurance shall name the Redevelopment Authority as additional insured and shall hold harmless the Redevelopment Authority against all suits and claims arising from or as the result of the activities of the Contractor. The amount of coverage shall be One Million Dollars (\$1,000,000) combined single limit.

i. Subcontractor’s Insurance.

The Contractor shall require Subcontractors, if any, not protected under the Contractor’s insurance policy to acquire and maintain insurance of the same kind and in the same amounts as required to be carried by the Contractor for General Liability, Automobile liability and other insurances required to be carried by the Contractor. Notwithstanding the foregoing, in the interest of facilitating economic inclusion, Subcontractors may be eligible for commercially reasonable reduced insurance coverage limits subject to the Redevelopment Authority approval, such approval will not be unreasonably withheld. Any deviation from insurance requirements must be approved in writing by the Redevelopment Authority before commencement of any Work.

j. Property Insurance

(i) The Contractor shall acquire and maintain a property insurance policy that insures against “all risks of physical damage” protecting the Contractor, the Redevelopment Authority up to date on final acceptance of the completed Work under this Contract. If the property insurance policy is subject to a “cause of loss” form, that form shall be a “special causes of loss” form. At a minimum, the property insurance policy obtained by the Contractor shall include coverage for all perils and vandalism and malicious mischief.

(ii) In the event that the property insurance policy or any Builder’s Risk insurance carried on this Project contains any deductible or self-insured retention applicable to any loss covered thereby, the risk of loss by reason of such deductible or self-insured retention shall be upon the Contractor, and in any event, Contractor’s right to recover all or any part of any loss or damage attributed to Contractor’s Work is limited to such recovery, therefore, as may be made by the

Redevelopment Authority or the Contractor under the applicable insurance.

k. Waiver of Subrogation.

The Redevelopment Authority waive all rights against each other and the Subcontractors, agents and employees of each other for damages caused by fire or any other perils to the extent such damages are covered by property insurance-applicable to the Project except such rights as they may have to the proceeds of such insurance held by the Redevelopment Authority as trustee. If the policies of insurance referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Redevelopment Authority of such policies will cause them to be so endorsed.

l. Insurance Covering Special Hazards

(i) Professional Liability insurance of \$5,000,000.00 shall be acquired and maintained during the tenure of this contract if it is determined that a professional liability exposure will exist during the performance of this contract. This Professional Liability insurance will be on an occurrence basis. If it is issued on a claims-made basis, the policy shall contain an endorsement or a separate document continuing it for a period of time equal to the period of time required for completed operations in connection with the completed operations period indicated under general liability coverage.

(ii) Contractors Environmental Liability and Response Policy of \$5,000,000.00 shall be acquired and maintained during the tenure of this contract if it is determined that an environmental hazard liability exposure will exist during the performance of this contract. This environmental response insurance will be on an occurrence basis. If it is issued on a claims-made basis, the policy shall contain an endorsement or a separate document continuing it for a period of time equal to the period of time required for completed operations in connection with the completed operations period indicated under general liability coverage.

(iii) Satisfactory evidence must be provided to the Redevelopment Authority that the completed operations coverage shall be maintained for a period of 5 years after completion of this project.

(iv) No policy offered in compliance with these insurance standards shall contain an exclusion eliminating any pollution hazard including lead paint, lead, asbestos, or similar pollutants. No policy offered in compliance with these insurance standards shall contain a pollution exclusion based on underground and aboveground storage tanks removal, high voltage transformers removal, removal of contaminated soils or similar activities.

(v) Successful Bidder and their proposed subcontractors shall at the request of the Redevelopment Authority provide copies of their current insurance policies for review and acceptance.

4. Definition of Notice

Any notice to be given under this Contract Document shall be in writing, shall be addressed to the party to be notified at the address set forth below or at such other address as each party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given upon the earliest of (i) three days following deposit in the U.S. Mail, with proper postage prepaid, certified or registered, with return receipt requested, or (ii) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (iii) receipt of notice given by email or personal delivery:

If to Contractor:

[NAME]
[ADDRESS]
[CITY, STATE, ZIP]
[EMAIL]

If to Redevelopment Authority: Greater Cincinnati Redevelopment Authority
3 East 4th Street, Suite 300
Cincinnati, OH 45202
Attn: Melissa Johnson
Email: mjohnson@cincinnatiport.org

If to Surety:
[NAME]
[ADDRESS]
[CITY, STATE, ZIP]
[EMAIL]

5. Intent of Contract Documents

The Sections of the Contract Document and the Contract Drawings are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the Work included in the Contract.

In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meanings recognized by Engineers and the trade.

Any Work shown on the Contract Drawings and not covered in the Contract Specifications or included in the Contract Specifications and not shown on the Contract Drawings shall be executed by the Contractor as though both shown on the Contract Drawings and included in the Contract Specifications. The Owner or its representative will resolve discrepancies using the following descending order of precedence: a.) Addenda, b.) Proposal and Special Provisions, c.) Plans, d.) Supplemental Specifications, e.) Standard Construction Drawings, F.) Standard Specifications.

6. Contract Drawings and Specifications

All Work shall be executed in strict conformity with the Contract Drawings and Specifications, and the Contractor shall do no Work without proper drawings and instructions. Unless otherwise provided in the special Conditions of the Contract and/or in the Contract Specifications Redevelopment Authority will furnish the Contractor, free of charge, all copies of drawings and specifications reasonably necessary to carry out the Work.

Figured dimensions on the Contract Drawings shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Redevelopment Authority and its decision thereon shall be final. All notes on the Contract Drawings shall be followed. Corrections of errors or omissions on the Contract Drawings or the Contract Specifications may be made by the Redevelopment Authority when such correction can reasonably be considered necessary for the proper execution and completion of the Work.

7. Compliance with Laws - Permits and Surveys

The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of the Work and/or required by Municipal, State and Federal Regulations and Laws unless specifically provided otherwise in the Special Conditions of the Contract and/or in the Contract Specifications.

The Redevelopment Authority will furnish all site surveys, unless otherwise provided in the Special conditions of the Contract.

The Contractor shall give all notices, pay all fees, and comply with all Federal, State and Municipal Laws, ordinances, rules and regulations, and building and construction codes bearing on the conduct of the Work. This Contract, as to all matters not particularly referred to and defined therein, shall notwithstanding be subject to the provisions of all pertinent ordinances of the municipality, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

8. Defense of Claims or Suits by Reason of Patent Infringements and Assignments of Licenses

The Contractor shall pay for all royalties and patents for any patented products used by them or incorporated in the Work, and shall defend all claims or suits for infringements of any patent right brought against themselves or the Redevelopment Authority, and shall save the Redevelopment Authority harmless from loss on account thereof; the Contractor shall indemnify and save harmless the Redevelopment Authority and its officials and agents from all damages, judgments, claims and expenses arising from the infringement of any letters patent, or patent right, or because of any royalty, fee or license for the use, arrangement or operation of any tools, machinery, appliances, devices, or materials which may be used by the Contractor or furnished by them in fulfillment of the requirements of this Contract. In the event of any claim or action at law on account of such patents or fees, it is agreed that the Redevelopment Authority may retain out of the moneys which are or which may become due the Contractor under this Contract, a sum of money sufficient to protect itself against loss, and to retain the same until said claims are paid or satisfactorily adjusted. Any licenses or patent rights secured by the Contractor in the performance of the Contract shall be assigned to the Redevelopment Authority.

9. Other Contracts

The Redevelopment Authority may award other contracts for additional Work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully fit their own Work to that provided under other contracts as may be directed by the Redevelopment Authority. The Contractor shall not commit or permit any act which will interfere with the performance of the Work by any other Contractor.

10. "Or Equal Clause"

Whenever in any Section of the Contract Documents any article, material, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or equal" if not inserted shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design, and efficiency as approved by the Redevelopment Authority.

11. Schedule and Unit Prices

Promptly following the execution of the Contract Documents, the Contractor shall prepare and transmit to the Redevelopment Authority an original and four copies of an itemized breakdown showing the unit quantities of each item and the corresponding unit prices divided between labor, material and other costs of all items of labor, equipment or supplies to be incorporated into the project. The breakdown, when

approved will be used primarily in determining payment due the Contractor on periodical estimates.

12. Drawings

The Contractor, as soon as possible, after the approval of the source and purchase of items of materials and equipment, shall submit to the Redevelopment Authority shop or setting drawings and schedules for every item of equipment or material to be incorporated in the Work which is fabricated or manufactured off the site, including, but not limited to, those pertaining to structural and reinforcing steel, Telephone System, carpentry, heating and ventilation. The Contractor shall make any corrections in the drawings required by the Redevelopment Authority and re-submit them without delay, together with drawings first submitted. Six final copies of all corrected and approved shop or setting drawings shall be submitted to the Redevelopment Authority who, after checking, will retain three copies and return three copies to the Contractor.

Approval of shop drawings of equipment and materials shall extend only to determining the conformity of such equipment and materials with the general features of the Contract Drawings and Contract Specifications prepared by the Redevelopment Authority. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that they will fit into the completed Work, and so that when incorporated in the Work correct operation will result.

13. Schedule of Material and Equipment Items

As soon as possible after the execution of the Contract, the Contractor shall submit to the Redevelopment Authority for approval the name of the manufacturer of each material and/or equipment item to be purchased and incorporated in the Work together with a complete description of the materials or equipment items. No final purchase of materials or equipment items shall be made until the written approval of the Redevelopment Authority is obtained.

14. Inspection and Testing of Materials

All materials being incorporated into the Work shall be subject to testing at any time. All laboratory tests shall be made by a testing laboratory approved by the Redevelopment Authority. The Contractor shall furnish materials to be tested and incidental materials and labor required at the site in connection with the tests, the cost of which shall be considered as included in the Contract Price.

15. Sub-Contracts

The Contractor shall notify the Redevelopment Authority in writing of the names of the Sub-contractors proposed on the Contract and shall not employ a Sub-contractor until the Redevelopment Authority's approval in writing has been obtained. In case such approval is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization Work amounting to not less than 50 percent of the total Contract cost.

The Contractor agrees to be fully responsible to the Redevelopment Authority for the acts of omissions of their Sub-Contractors and of any one employed directly or indirectly by them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any Sub-Contractor and the Redevelopment Authority. The Contractor agrees to bind every Sub-Contractor (and every Sub- Contractor of a Sub-Contractor) by the terms of the General and Special Conditions of the Contract, the Contract Drawings and Specifications, as far as applicable to his Work unless specifically noted to the contrary in a sub-contract approved in writing as adequate by the Redevelopment Authority.

16. Anti-Kickback

Contractor affirms and declares that it has not accepted or given any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Contract or in connection with a subcontract relating to this Contract.

17. Assignment of Contract

No assignment by the Contractor of the Contract, or any part thereof, or of the funds to be received there under by the Contractor, will be recognized unless such assignment has had the written approval of the Redevelopment Authority and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Redevelopment Authority shall not relieve the Contractor of the obligations incurred by them under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the Work called for in said contract in favor of any persons, firms or corporations rendering such services or supplying such materials." The Redevelopment Authority shall have the right to freely assign this Contract without the prior consent of Contractor.

18. Notice to Start Work

The Contractor shall notify the Redevelopment Authority in writing forty-eight (48) hours before starting Work at the site of this Contract of their intention to do so. In case of a temporary suspension of Work they shall give a similar notice before resuming work.

19. Superintendence

The Contractor shall give their personal superintendence to the Work or have at the site of the Work at all times a competent foreman, superintendent, or other representative satisfactory to the Redevelopment Authority and having authority to act for the Contractor. The Contractor must employ only sober, orderly, competent, skillful and efficient foremen and Workmen, satisfactory to the Redevelopment Authority, and will discharge immediately any foreman or Workman against whom the Redevelopment Authority complains as deficient in any of the above named respects.

The Contractor shall not make any claim for damages by reason of the discharge of any such persons.

20. Materials and Workmanship

Unless otherwise stipulated in the Contract Specifications all Workmanship, equipment, materials and articles incorporated in the Work covered by this Contract shall be new and of the best grade of their respective kinds for the purpose. The Contractor shall furnish to the Redevelopment Authority for its approval the name of manufacturers of machinery, mechanical or other equipment which they contemplate installing, together with their performance capacities and other pertinent information.

If not otherwise provided, materials or Work called for in this Contract shall be furnished and performed in accordance with well-known established practice and standards recognized by Architects, Engineers and the trade.

When required by the Contract Specifications or when called for by the Redevelopment Authority, the Contractor shall furnish the Redevelopment Authority for approval full information concerning the materials or articles which they contemplate incorporating in the Work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used

without such approval shall be at the risk of subsequent rejection. All materials and Workmanship shall be guaranteed by the Contractor to the Redevelopment Authority by the Surety for a minimum period of one (1) year (or longer if required by the Specifications included in the Contract Documents) from date of final acceptance of the Project and this guarantee must be covered in the Surety Bond for the Contract.

No material of any kind shall be installed in the Project until it has been inspected by the Redevelopment Authority. All material rejected shall be immediately removed from the site of the Work and not again offered for inspection. Any materials or Workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

At any time during the course of construction of this Project, when in the opinion of the Redevelopment Authority, provisions of the Contract Drawings, Specifications, or Contract Conditions are being violated by the Contractor or their employees the Redevelopment Authority shall have the right and authority to order all construction to cease or materials to be removed until arrangements satisfactory to the Redevelopment Authority are made by the Contractor for resumption of the Work in compliance with the provisions of the Contract. It shall not be construed as a waiver of defects if the Redevelopment Authority shall not order the Work stopped or more material removed, as the case may be.

21. Use of Job Site

The Contractor shall confine their equipment, apparatus, the storage of materials, and operations of their Workmen to limits indicated by the law, ordinances, permit or directions of the Redevelopment Authority, and shall not encumber the premises with their materials.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall observe and enforce the Redevelopment Authority's instructions regarding signs, advertisements, fires and smoke.

22. Use of Private Land

The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as spill site, or for any other purpose without the written authorization of the Redevelopment Authority of the land (or their agent), a copy of which authorization shall be filed with the Redevelopment Authority. A written release shall be obtained from said land Redevelopment Authority(s) and filed with the Redevelopment Authority prior to payment of the Final Estimate.

23. Labor

The Contractor shall employ none but competent and skilled Workmen and foremen in the conduct of Work on this Contract. The Redevelopment Authority shall have the authority to order the removal from the Work of any Contractor's employee who refuses or neglects to obey any of its instructions, or those of the Inspectors, relating to the carrying out of the provisions and intent of the provisions of the Contract, or who is incompetent, unfaithful, abusive, threatening or disorderly in his conduct, and any such person shall not again be employed on this Project.

24. Accident Prevention

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded (or hazards eliminated) in accordance with the safety provisions of the Manual of Accident Prevention in construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

As may be required by the Redevelopment Authority, the Contractor shall put up and maintain such barriers and supply such watch person as will effectively prevent accidents and, in addition, during night hours they shall put up and maintain sufficient lights and flares to warn and safeguard the public against accidents. The Contractor in executing the Work on this Project shall not unnecessarily impede or interfere with traffic on public highways or streets, and the City is to be the sole judge as to what constitutes unnecessary interference with traffic, or as to what constitutes a hazard in traffic. The Contractor shall notify local Police and Fire Departments of their intention to close streets or alleys which must be closed to traffic for construction purposes approximately twenty-four (24) hours before the actual closing of such streets or alleys takes place, and as directed by said local authorities. The Contractor shall again call the Police and Fire Departments two (2) hours before actual closing of such streets or alleys.

25. Sanitary Convenience

The Contractor shall provide and maintain on the Project site at all times suitable sanitary facilities for use of those employed on this Contract.

26. Inspection

The Redevelopment Authority and its agents, employees and contractors shall at all times have access to the Work wherever and whenever it is in preparation of progress and the Contractor shall provide proper facilities for such access and inspection.

Inspectors are not authorized to act for the Redevelopment Authority in giving orders for the Redevelopment Authority for extra or additional Work either in writing or orally.

The Redevelopment Authority shall have the right to reject materials and Workmanship, which are defective, or to require their correction. Rejected Workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Redevelopment Authority. If the Contractor does not correct such condemned Work and remove rejected materials within a reasonable time fixed by written notice, the Redevelopment Authority may remove them and charge the expense to the Contractor.

Should it be considered necessary or advisable by the Redevelopment Authority at any time before final acceptance of the entire Work, or at any other time, to make an examination of Work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such Work is found to be defective in any material respect due to fault of the Contractor or his Sub-Contractors, they shall defray all the expense of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the contract, the actual cost of labor and materials necessarily involved in the examination and replacement, plus 15 percent, will be allowed the Contractor.

All materials to be incorporated in the Work, all labor performed, all tools, appliances and methods used shall be subject to the inspection and approval or rejection of the Redevelopment Authority.

If any authorized agent of the Redevelopment Authority shall point out to the Contractor, their foreman or agent any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective Work be at once discontinued, but the right of final acceptance or rejection of the Work will not be waived by reason thereof, nor by any other act of the Redevelopment Authority or its agents.

The Contractor shall execute the Work only in the presence of the Inspectors during the Working hours

of the day unless provision has been made for Work on other shifts. The presence of the Inspector shall in no way relieve the Contractor of the responsibility of his contract, or be any warrant for furnishing of bad material or poor Workmanship.

The inspection of the Work by the Redevelopment Authority is intended to aid the Contractor in applying labor, materials and Workmanship in compliance with the Contract provisions. Such inspection shall not operate to release the Contractor from any Contract obligations.

27. Protection of Work

The Contractor shall continuously maintain adequate protection of all their Work from damage and shall protect the Redevelopment Authority's and adjacent property from injury arising in connection with their Contract.

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by their operations in the performance of his Contract and the Contractor shall defend any suit that may be brought against themselves and/or the Redevelopment Authority on account of damage inflicted by their operations, and shall pay any judgments awarded to cover such damage.

28. Cost of Utilities

The cost of all utilities required during the project unless otherwise provided in the bid documents, shall be paid by the Contractor.

29. Payments

Payment Submittal Process:

- Monthly Draw Application includes all Work performed from the first day of that month through the last day of that month.
- Three (3) originals of Appendix 6 to be delivered to the Redevelopment Authority between the 1st through the 5th of the month following the Draw Application. **Late submittals past the 5th will be submitted with the next month's Draw Request.
- Contractors will be paid according to the terms of the Contract and all funding agreements related to the Project.

Contractor shall submit an application for payment by submitting a Contractor's Draw Request ("Draw") to the Redevelopment Authority in the form of Appendix 8 attached. The Draw form will be fully completed, executed and dated and all of the following attachments shall be submitted with it:

- a. Application and Certificate for Payment, in the form of Appendix 8 attached, completed in a manner satisfactory to the Redevelopment Authority;
- b. Sworn Master Affidavit from Contractor setting forth the amount due it from the Draw and further setting forth the identity of each subcontractor and materialman who performed work or supplied material covered by the Draw, together with the amount due and owing to each subcontractor and materialman so identified;
- c. A supporting sworn Affidavit from each subcontractor listed on the Contractor's Master Affidavit which: (i) confirms the amount due and owing to it from the Contractor; (ii) identifies each sub-subcontractor and materialman who performed work or supplied material covered by the Draw; and (iii) sets forth the amount owing to it and to each sub-subcontractor and materialman so identified;

- d. A sworn affidavit from each sub-subcontractor identified on any supporting Affidavit which confirms the amount owing to it and identifies any subcontractor or materialman who performed work or supplied material covered by the Draw;
- e. A Certificate or Conditional Lien Waiver from each materialman listed on the Contractor's Master Affidavit or any sub-subcontractor's supporting Affidavit which confirms the amount due and owing to it. A final Unconditional Lien Waiver is required with the final pay application request;
- f. Truck tickets, asbestos disposal manifest, certified landfill documentation, contaminated soil disposal manifest; and
- g. Such other documentation from the Contractor, any subcontractor or materialman as the Redevelopment Authority, JobsOhio or the City of Cincinnati may require to verify that all work covered by the period of the Draw has been paid for or will be paid for upon disbursement of the amount shown on the Draw.

Draws must be submitted at least eighty (80) days prior to payment and only one Draw will be submitted by Contractor in any Monthly period. Each Draw is subject to a ten percent (10%) retainage.

Final payment of ten (10%) percent retained by the Redevelopment Authority on each Draw will be made to the Contractor not later than sixty (60) days after final acceptance by the Redevelopment Authority of the Work on this Contract.

All prior Draws shall be subject to correction in the final payment. If the Contractor shall have complied with all the requirements of his Contract in maintaining the Work and its appurtenances in good and proper repair, and shall have remedied any and all defects that may have developed within the guaranty period, then at the end of said period, upon order of the Redevelopment Authority, the Contractor and his Surety shall be relieved of any further maintenance and repairs; but if the Contractor shall have failed to make said necessary repairs and to remedy any defects, as indicated by the Redevelopment Authority, at any time during the guaranty period, then the Redevelopment Authority shall have the right to proceed and make the necessary repairs, remedy any defects, and the cost of same shall be charged and collected from the Contractor or his Surety.

30. Redevelopment Authority's Right to Withhold Certain Amounts and Make Application Thereof

The Redevelopment Authority may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:

- (a) Payments that may be earned or due for just claims for labor or materials furnished in and about the Work.
- (b) For defective Work not remedied.
- (c) For failure of the Contractor to make proper payments to the Sub- Contractors.
- (d) Reasonable doubt that this Contract can be completed for the balance then unpaid.
- (e) Evidence of damage to another Contractor.

- (f) Failing to meet completion dates.

The Redevelopment Authority will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The Redevelopment Authority will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

The Redevelopment Authority reserves the right also, even after full completion and acceptance of the Work, to refuse payment of the final ten percent (10%) due the Contractor until it is satisfied that all Sub-Contractors, material suppliers and employees of the Contractor have been paid in full.

31. Deduction of Uncorrected Work

If the Redevelopment Authority deems it expedient to accept Work injured or not done in accordance with the Contract, an equitable adjustment will be made with a deduction from the contract price. The Redevelopment Authority shall state the reasons for such deductions in writing.

32. Changes – Payment

The Redevelopment Authority, upon proper action, may authorize changes in the Work to be performed or the materials to be furnished pursuant to the provisions of this Contract.

Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:

- a. By extended unit prices contained in the Contractor's original bid and incorporated in their Contract.
- b. By a supplemental schedule of prices contained in the contract. Contractor's original bid and incorporated in their Contract.
- c. By an acceptable lump sum or unit price proposal by the Contractor.
- d. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials, equipment and insurance), plus a specified percentage of the cost of such labor, materials and insurance, provided the specified percentage does not exceed the following limits:
 - (i) Labor and Insurance: For all labor and all foremen engaged in the specific operation, the Contractor shall be compensated for the actual cost of wages and fringe benefits plus the actual cost of Social Security Tax, Workmen's Compensation and State and Federal Unemployment Insurance. An amount not to exceed ten (10%) percent of the sum of wages, fringe benefits and taxes may be added for overhead and profit.
 - (ii) Materials: The Contractor shall receive the actual cost of materials including transportation costs to which cost, ten (10%) percent for overhead and profit may be added.
 - (iii) Equipment: The Contractor shall be allowed a reasonable rental price for the time such equipment is in use on the Work. No profit or overhead shall be added to this rate. An allowance for fuel and lubricants may be added to the rental price.

No claim for an addition to the Contract price will be valid unless authorized as aforesaid.

It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra Work will be recognized by the Redevelopment Authority unless same has been ordered and authorized in writing.

33. Cutting and Patching

The Contractor shall do all cutting, filling or patching of his Work that may be required to make its several parts fit together or to receive the Work of other Contractors shown on or reasonably implied by the Contract Drawings and Specifications for the completed project. Any cost caused by defective or ill-timed Work shall be borne by the party responsible therefore.

The Contractor shall not endanger any Work by cutting, digging or otherwise, and shall not cut or alter the Work of any other Contractor without the consent of the Redevelopment Authority or of the Redevelopment Authority's authorized representative.

34. Completion Date

The Contractor shall have completed the Work on or before the calendar date specified in the proposal or on or before a later date determined as specified herein.

If the contract is revised in any material respect and it is determined that said revision will cause delay in the completion of the Work, the Redevelopment Authority will postpone the completion date by the number of calendar days determined.

If the Contractor finds it impossible for reasons beyond their control to complete the Work by the date specified, they may make written request to the Redevelopment Authority for an extension of time setting forth therein the reasons which they believe will justify the granting of their request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. Delays caused by weather or seasonal conditions or regulatory permitting should be anticipated and will be considered as the basis for an extension of time only when the actual Workdays lost exceeds the number of Workdays lost each month due to inclement weather as determined by the following schedule:

MONTH	NO. OF WORK DAYS LOST DUE TO WEATHER
May	4
June	4
September	4
October	5
November	5
December	5
January	5
February	5
March	5
April	5

35. Failure to Complete on Time

If the Contractor fails to complete the Work within the time allowed by the contract, the Redevelopment Authority may, if deemed it to be in the best interest of the Redevelopment Authority allow the contractor to continue Working on the project.

For each calendar day that any Work shall remain uncompleted after the contract completion date or

dates, the sum specified in the following schedule of liquidated damages will be deducted from any money due the contractor, not as a penalty but as agreed liquidated damages.

36. Schedule of Liquidated Damages

Amount of Liquidated Damages to be deducted for each calendar day of overrun time is \$2,000/day for each day beyond the completion date of October 31, 2018. The above schedule is based upon the Redevelopment Authority awarding the contract on or before July 18, 2018. In the event the Redevelopment Authority fails to award the Contract by July 18, 2018, the above completion date will be extended on a day-to-day basis. To meet the specified schedule, Contractor must execute the Contracts promptly upon award of the Contract.

37. Guarantees

All Work to be performed under this Contract shall be constructed in compliance with the Contract Drawings, the Contract Specifications and standard construction codes, and must be guaranteed by the Contractor and their Surety for a minimum period of one (1) year (or longer if required by the Specifications included in the Contract Documents), from date of final acceptance of the Project against defective Workmanship and material of any nature. On all items of equipment to be incorporated in the completed Project the Contractor and their Surety must guarantee that the type, quality, design and performance will fully meet the requirements of the Contract Specifications.

In placing orders for equipment the Contractor shall purchase same only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed Project in accordance with the Contract Drawings and specifications, and that the manufacturer will repair or otherwise make good any defects in Workmanship or materials which may develop within a period of one (1) year (or longer if required by the Specifications included in the Contract Documents) from the date of final acceptance of the Project. Furthermore, the contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed that they will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning-up period following construction period, the manufacturer will cooperate as may be necessary for initial successful operation and will supply, without additional cost to the Redevelopment Authority, such superintendence and mechanical labor as may be necessary to make any adjustments, and to supply additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on the approved shop drawings. Two (2) copies of each guarantee of agreement shall be furnished to the Redevelopment Authority by the Contractor. All guarantees referenced under this paragraph 37 shall be made to and for the benefit of the Redevelopment Authority.

38. Termination for Breach

In the event that any of the provisions of this Contract are violated by the Contractor or by any of his Sub-Contractors, the Redevelopment Authority may serve written notice upon the Contractor and the Surety of its intention to terminate this Contract, such notice to contain the reasons for such intention to terminate this Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correction be made, the Contract shall upon expiration of said ten (10) days cease and terminate. In the event of any such termination the Redevelopment Authority shall serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of termination, the Redevelopment Authority may take over the Work and prosecute the same to completion by contract or force account for the account and at the expense of the Contractor and their Surety shall be liable to the Redevelopment Authority for any excess cost thereby occasioned the

Redevelopment Authority.

In cases where the Contractor has failed to complete minor items of Work within the time set for the completion of the Contract, but limited to cases where the value of such uncompleted Work does not exceed five percent (5%) of the total Contract Price, then the Redevelopment Authority shall have the privilege, without terminating this contract, of completing said items of Work and then deducting from the sums due the Contractor under this Contract the total cost which the Redevelopment Authority incurs in completing such minor items of Work.

In the event the Redevelopment Authority desires to adopt this procedure, the Redevelopment Authority shall deliver to the Contractor a written statement, enumerating and describing the items not completed, or imperfectly completed, and shall in such statement demand that the Contractor complete the Work in conformity with the Contract and within a time to be fixed in such statement by the Redevelopment Authority, and then if the Contractor refuses to comply or if they neglect to comply within the time stated, the Redevelopment Authority may proceed as hereinabove set forth. The time within which the Contractor shall be required to complete the items set forth in such statement must depend on the amount of time reasonably required for the performance of the Work in question, but shall not in any event be less than ten (10) days or more than thirty (30) days.

39. Final Tests

After completion of the Work to be performed on this Contract, the Contractor shall make any and all tests required by Municipal or State regulations and where so provided in said regulations shall furnish the Redevelopment Authority with certificates of inspection by the Municipal or State regulatory bodies. The Contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the Redevelopment Authority or the public, and all tests needed to determine complete and faithful compliance with all provisions of this Contract.

40. Cleaning-Up and Final Inspection

The Contractor shall at all times keep the site of the Work free from accumulation of waste materials or rubbish caused by the employees on the construction Work, and at the completion of the Work they shall remove all his rubbish from and about the Work and all their tools, equipment, scaffolding, and surplus materials and shall leave the completed Work clean and ready for use. In case of dispute, the Redevelopment Authority may remove the rubbish and surplus materials and charge the cost to the several Contractors, if more than one is employed on the project, in proportion to the amounts as shall be determined by the Redevelopment Authority to be just.

When requested by the Redevelopment Authority, the Contractor shall, in the case of sewer and other sub-surface construction, remove sheeting, clean up the area, restore sub grade and/or pavement, place back topsoil, seed areas, etc. for individual sections of the Work as they are completed, rather than upon completion of one project.

On or before completion of the Work, the Contractor shall, without charge, tear down and remove all buildings and other structures built by them for facilitating the carrying out of the Work and shall remove all rubbish of all kinds from the grounds which they have occupied and shall leave the Work area clean and in good condition.

All sewers, conduits, pipes and appurtenances, and all tanks, pump wells, chambers, buildings and other structures shall be kept clean during construction and as the Work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. They shall furnish, at their own expense, suitable tools and labor for removing all water and clearing

out all dirt, mortar and foreign substances. Any undue leakage of water into the structures, such as to make the Work, in the opinion of the Redevelopment Authority, fall short of first-class Work, shall be promptly corrected by the Contractor at their own expense.

Cleaning and repairs shall be arranged, as far as practicable, to be completed upon finishing the construction work.

Notice to begin final cleaning and repairing, if such is needed, will be given by the Redevelopment Authority who at the time will make their final inspection of the Work. The Redevelopment Authority will not approve the final estimate of any portion of the Work until after the final inspection is made and the Work found satisfactory.

41. Measurement of Work

Method of measurement of Work shall be as specified in the Project Specifications or Construction Drawings.

42. Redevelopment Authority's Right to do Work

If the Contractor neglects to prosecute the Work to be performed on this Contract properly, or fails to perform any provision of this Contract, the Redevelopment Authority, after three (3) days written notice to the Contractor and their Surety, may without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

43. Final Acceptance of the Work

The Contract shall be deemed as having been finally accepted by the Redevelopment Authority when the Redevelopment Authority accepts the Work.

44. Drug-Free Workplace

Contractor agrees to maintain a drug-free workplace, prohibiting the unlawful manufacture, distribution, possession, or use of illegal drugs or alcohol either on its property or as a part of any activity by its employees, pursuant to federal, state, and local laws. Failure to comply with this provision may be grounds for termination. This provision applies without regard to time, place, or presence of the Redevelopment Authority or its representatives.

45. Equal Opportunity Employment

Contractor agrees that it does not maintain or tolerate segregated policies affecting employees, and that it is an Equal Opportunity Employer. Contractor also agrees to make available any reports or certifications that may be required to indicate compliance with Equal Employment Opportunity.

46. Steel Products

Steel products used in the construction of this Project shall be products made in the United States per Section 153.011 Ohio Revised Code.

47. Preference for Ohio Contractors

In accordance with Section 153.012, Ohio Revised Code, preference shall be given to contractors having their principal place of business in Ohio over contractors in states who provide a preference to resident contractors, except for a contract financed in whole or in part by contributions or loans from any agency of the United States government. Where a preference is provided by another state for contractors of that state, contractors having their principle place of business in Ohio are to be granted in Ohio the same preference over them in the same manner and on the same basis and to the same extent as the preference

is granted in letting contacts for the same type of work by the other state.

48. Notice of Furnishing

Contractor shall promptly forward a copy of any Notice of Furnishing served upon it in the same manner provided in Section 4, at the time of entering into any contract with a subcontractor or materialman, Contractor shall provide each such subcontractor or materialman with written notice of its name and address and the name and address of the Redevelopment Authority as set forth in the preceding sentence.

Contractor acknowledges and agrees that upon receipt of an affidavit of a claim ("Claim") as provided by Section 1311.26 of the Ohio Revised Code, Redevelopment Authority shall deposit the amount of the Claim in an escrow account and hold such sum in escrow: (i) until the Redevelopment Authority is ordered by the Hamilton County Common Pleas Court to release the escrowed amount in a certain fashion; (ii) until the Redevelopment Authority is presented with written instructions signed by the Contractor and the claimant directing the Redevelopment Authority to disburse the escrowed amount in a certain fashion; or (iii) until the passage of the statutory time for the claimant to commence suit on the Claim and the claimant has failed to do so.

Redevelopment Authority will serve the Contractor with a copy of any Claim served upon it. If, within twenty (20) days after receipt of Redevelopment Authority's notice that a Claim has been filed, the Contractor fails to serve Redevelopment Authority with written notice of its intention to dispute the Claim, the Contractor shall be deemed to have assented to the correctness of the Claim and Redevelopment Authority shall be authorized to pay the Claim from the escrowed funds as provided by law. Redevelopment Authority will retain in escrow funds to pay any disputed Claim in the amount and for the period of time prescribed by law.

Contractor covenants and agrees that in the event that Redevelopment Authority approves of a subcontract, Contractor shall specifically provide in the subcontract that the subcontractor shall comply with the provisions of Sections 1311.25 to 1311.32 of the Ohio Revised Code.

49. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the Redevelopment Authority, including, but not limited to its public officials, employees, departments, and agents against all damages, claims, liabilities and expenses of any nature whatsoever, including, but not limited to personal injury, death and property damage, arising out of or in connection with any action by the Contractor including, but not limited to its owners, officers, employees, subcontractors and agents during the performance of this Contract. Contractor shall promptly notify the Redevelopment Authority of all damage to property of the Redevelopment Authority or others, and of injuries sustained by any persons, including employees of Contractor, in any manner relating directly or indirectly to the Work.

50. Protection of Public

There are established herein, certain limitations and requirements regulating the Contractor's methods of operations which are specifically intended to secure the results desired by the Redevelopment Authority, and to function as minimum acceptable safety measures to be employed by the Contractor at all times. Any time during the performance of the Contract, the Redevelopment Authority may require, in addition, and shall be empowered to enforce such other measures as may be reasonably necessary for the protection of the public, the Contractor's Workers, streets, public and private utilities, or other properties.

51. Compliance With Safety Protection

In the event of failure or refusal of the Contractor to immediately comply with all "Safety Protection" provisions set forth or referred to herein and/or instructions and directives of the Redevelopment Authority in relation to the manner, method or sequence of Work performance, Work under the Contract shall be ordered stopped by the Redevelopment Authority and shall not proceed until full compliance has been assured, and then only with full time inspection service assigned by the Redevelopment Authority until the balance of the Work has been completed.

52. Work Days and Holidays

The Contractor shall confine hours of productive Work to Monday through Friday, 7:00 AM to 6:00 PM. The Contractor may perform other minor non-critical / non-disruptive forms of work, such as clean up, securing the site and other similar activities after 6:00 PM and before 7:00 PM. No Work is to occur after 7:00 PM, without the Redevelopment Authority's written permission. If the Contractor is to perform any Work involving the operation of equipment on Saturdays and/or inspection, they must apply for permission from the Redevelopment Authority (48) hours in advance. The Redevelopment Authority reserves the right to refuse to grant permission to Work on Saturdays without recourse by the Contractor and without affecting the Contractor's Program Sequencing and Schedule. No Work shall be performed on Sundays, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Labor Day or the Fourth of July.

53. Attending Meetings

The Contractor shall attend the Pre-Construction Meeting, all Progress Meetings, and other meetings as may be deemed necessary by the Redevelopment Authority, including, but not limited to, meetings at the City of Cincinnati.

IV. PROPOSAL

1. Proposal Form for 2250 Seymour Avenue

In submitting the Bid, the undersigned Bidder represents, as set forth in the Contract that:

- a. The Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Redevelopment Authority in the form included in the Contract Documents to perform all Work as specified or indicated in the Contract Documents for the lump sum price and within the times indicated in this Bid and in accordance with the other terms, conditions, and provisions of the Contract Documents.
- b. The Bidder having become familiar with the Contract Documents, including Invitation for Bids, Instructions to Bidders, General Conditions of the Contract, the Form of Proposal, the Form of Contract, Form of Bond, etc., Scope of Work, Plans, Drawings and Project Specifications, Phase I and Phase II Environmental Site Assessments, Geotechnical Report, Stockpiled Soils Information, Addenda and Exhibits and Appendices issued and attached to the Official Contract Document on file in the office of the Redevelopment Authority, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, services, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a Workmanlike manner all of the Work described in this Contract Document all in accordance with the Contract Drawings and Specifications as prepared by the Redevelopment Authority including Addenda Nos. _____, _____ and _____ issued thereto for the Bid sum set forth in the following Bidding Schedule.
- c. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- d. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all

examinations, investigations, explorations, tests, studies, and data, including but not limited to the Phase I and Phase II Environmental Site Assessments, Geotechnical Report and Stockpiled Soils Information concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, including applying the specific means, methods, techniques, sequences, and procedures expressly required by the Bidding Documents and Federal, State, and local Laws and Regulations to be employed by Bidder, and safety precautions and programs incident thereto.

- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the Bid sum and within the times and in accordance with the other terms, conditions and provisions of the Bidding Documents.
- g. Bidder has given Redevelopment Authority written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof is acceptable to Bidder.

The Bidder declares the Bidding Documents are generally sufficient to indicate and convey understanding of all terms, conditions, and provisions for the performance of the Work for which this Bid is submitted.

2. Bidding Schedule – Contract 2250 Seymour Avenue Site Work Improvements

Division I. Mass Excavation and Fill, and Stormwater Infrastructure (Lump Sum Bid)

Lump Sum Bid for Mass Excavation and Fill, and Stormwater Infrastructure \$ _____

Written sum _____ Dollars

The Bidder is required to furnish a breakdown of their lump sum bid for estimating purposes.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques, identification and all other appurtenances necessary to remove existing materials/items, excavate soil, utilize stockpiled soil, import soil, and place soil at specific locations per Construction Plans (Appendix 3). Price shall include but is not limited to: mobilization, clearing including trees, shrubs and other vegetation of all sizes; layout/surveying/staking; erosion control not included in Item 3; strip and remove topsoil; remove asphalt, gravel, concrete, steps, fencing, guardrail, bollards, lighting systems, utilities and other items indicated on the Plans; mass excavation CUT, mass FILL, and finish grade to proposed contours, including sediment/detention basins. Stockpiled, excavated and imported soil for mass FILL shall be placed and compacted by the Contractor, including drying methods (air, chemical and/or mechanical) to achieve required moisture, per the Geotechnical Engineer. Maintain existing security fencing.	1	LS		
2	Layout, mobilization and construction of stormwater piping/structures. All construction of storm sewer per Construction Plans (Appendix 3).	1	LS		
3	Erosion Control, including but not limited to: furnishing, installing, operating, maintaining and removal of: preparation of erosion control plans, silt fences, barriers, dykes, sediments ponds, and all other appurtenances complete in place	1	LS		

	until the completion of the Site Work Improvements, and per the Construction Plans (Appendix 3).				

Alternate I. Undercut, Dry, Replace and Compact Soil (Unit Price Bid)

Lump Sum Bid for Undercutting and Drying \$ _____

Written sum _____ Dollars

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques, including but not limited to, drying methods (air, chemical and/or mechanical), identification and all other appurtenances necessary, per cubic yard , for undercutting, drying, replacing and compacting of onsite materials not included in Division I requirements and per Section 02229 Mass Excavation and Fill, Storm Infrastructure, as required by the Geotechnical Engineer.	1	CY		

Alternate II. Additional Excavation, as directed by the Geotechnical Engineer or Owner's Representative (Unit Price Bid)

Lump Sum Bid for Additional Excavation \$ _____

Written sum _____ Dollars

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques, identification and all other appurtenances necessary, per cubic yard , for additional excavation (exclusive of Undercutting quantities), as directed by the Geotechnical Engineer or Owner's Representative.	1	CY		

Alternate III. Additional Fill, as directed by the Geotechnical Engineer or Owner's Representative (Unit Price Bid)

Lump Sum Bid for Additional Fill \$ _____

Written sum _____ Dollars

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques, including but not limited to, drying methods (air, chemical and/or mechanical), identification and all other appurtenances necessary, per cubic yard , for the placement and compaction of additional imported fill (exclusive of Undercutting replacement quantities), as directed by the Geotechnical Engineer or Owner's Representative.	1	CY		

TOTAL BASE BID

Contractor TOTAL BASE BID (Sum of Division I) for the Work required per the Contract Documents:

TOTAL BASE BID \$ _____

Written sum _____

(Bid Bond must be ten (10%) percent of the above TOTAL BASE BID)

Calendar days to complete Contract complete in full (not to exceed 90 calendar days): _____

The Considerations for the performance of said contract is divided as follows:

- 1. Consideration for Materials \$ _____
- 2. Consideration for Labor \$ _____
- 3. Consideration for Other Obligations \$ _____

Total Materials, Labor, and Other Obligations \$ _____

(Must equal TOTAL LUMP SUM BID)

Starting and Completion

If awarded a Contract under this proposal, the undersigned Bidder proposes to start Work at the site within _____ calendar days (not to exceed thirty (30) days) after the receipt from the Redevelopment Authority of an "Order to Commence Work". The undersigned further agrees to start Work at the site on a date to be specified in said order from the Redevelopment Authority, which date will not be prior to that established by the calendar days stated above, except by mutual agreement between the undersigned and the Redevelopment Authority, and agrees to fully complete all Work covered by this proposal to the point of final acceptance by the Redevelopment Authority on or before the date or dates established in Section VI, 1. Scope of Work. By signing this proposal, the Bidder agrees that failure to have all Work completed on or before the date or dates established in Section VI, 1. Scope of Work, the Contractor shall forfeit pay as liquidated damages to be deducted from any payment due or to become due to the said Contractor, for each and every day thereafter that said Work remains in unfinished condition in accordance with Section III, General Conditions. The undersigned understands and agrees that the Redevelopment Authority reserves the right to defer award of a written order to start Work for a period not to exceed thirty (30) days after the date herein before established by the undersigned as a proposed starting date.

Dated: _____, _____

(SEAL)

Official Address:

Telephone Number

Firm Name

By

Title

(Note: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the Invitation for Bids.)

3. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the bidder (hereafter identified as "principal"), and the undersigned surety, are hereby held and firmly bound unto the Redevelopment Authority (identified hereafter as "obligee") in the penal sum of the dollar amount of the bid submitted by the principal to the obligee to undertake the proposal to which this Bid Security Form is attached. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal to the obligee, which are accepted by the obligee.

For the payment of the penal sum well and truly to be made, principal and surety hereby jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for the proposal to which this form is attached.

Now, therefore, if the obligee accepts the bid of the principal and the principal either fails or refuses to enter into a contract in accordance with the bid, plans, details, specifications and bills of material; then this undertaking shall be void if:

1. the principal pays to the obligee the difference (not to exceed ten percent of the penalty hereof) between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or,
2. in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference (not to exceed ten percent of the penalty hereof) between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less.

If the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into an enforceable contract with obligee in accordance with the bid, plans, details, specifications and bills of material, which contract shall be a part of this bond the same as though set forth herein, then this obligation shall be null and void. Otherwise, the obligation shall remain in full force and effect.

Signed this _____ day of _____, _____.

SURETY: _____

PRINCIPAL: _____

Address: _____

Name: _____

Title: _____

Phone: _____

Principal's Full Name _____

By: _____

Name of Attorney in Fact

Corporation Partnership Sole Proprietorship

For: _____

Name of Surety Company

*Note: Attorney in fact shall attach proof of authorization by Surety to execute bonds on behalf of the identified Surety. Failure to do so shall result in the Bond being considered incomplete.

4. Non-Collusion Affidavit

State of _____)

) SS:

County of _____)

The undersigned being first duly sworn as provided by law, deposes and says:

1. Their Name is _____ residing at _____
_____ and their office
is located at _____.

2. They make this affidavit with the knowledge and intent that it is to be filed with the Greater Cincinnati Redevelopment Authority, and that it will be relied upon by said Redevelopment Authority in any consideration, which it may give to, and any action, which it may take with respect to this proposal.

3. They make and are authorized to make this affidavit on behalf of:

_____ a Corporation, Partnership, Sole Proprietorship, or
(Name of Corporation, Partnership, Individual, etc.),

Other: _____ formed under the laws of
(please specify)

the State of _____, of which they are Sole Redevelopment Authority,
Partner, President, or

Other: _____
(please specify)

4. Neither the undersigned nor any other person, firm or corporation, named in above paragraph 3 nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the Redevelopment Authority; also that no head of any department or employee therein, or any officer of the Greater Cincinnati Redevelopment Authority is directly or indirectly interested therein.

5. This proposal is genuine and not collusive or a sham; the person, firm or corporation named above in paragraph 3 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation to put in a sham proposal, or that such other person, firm or corporation shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other bidder, or to secure any advantage against the Greater Cincinnati Redevelopment Authority or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and

Further, neither the undersigned, nor the person, firm or corporation named above in paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association, or to any member or agent thereof.

(Affiant)

Sworn to before me and subscribed in my presence this . day of _____,
_____.

(Notarial Seal)

Notary Public

5. Declaration of Personal Property Tax Delinquency
Per ORC §5719.042

State of _____)
) SS:
County of _____)

I, _____ hereby affirm that _____
(Name) (Name of Firm)

Bidder, herein, IS IS NOT charged at the time of submitting this Bid with any delinquent personal property
(check one)

taxes on the general tax list of personal property of the County of Hamilton.

The amount of such due and unpaid delinquent tax and any due and unpaid penalties and interest is

\$_____.

Signature

Title

Date

Sworn to before me and subscribed in my presence this _____ day of _____, _____.

(Notarial Seal)

Notary Public

6. Statement Of Bidder's Qualifications

By completion of this statement, Bidder represents and warrants to Redevelopment Authority that it meets the following requirements: a) Bidder has a minimum of five (5) years' experience in successful execution of work of similar magnitude and complexity; and b) Bidder must have served as primary contractor on a minimum of four (4) complex projects ranging from five hundred thousand dollars (\$500,000 to one and one-half million dollars (\$1.5 million) and/or from two million dollars (\$2 million) to six million dollars (\$6 million) in size. The Redevelopment Authority reserves the right to reject any and all contractors or Bids, to waive any informalities or irregularities in the proposals received, or to accept any proposal which is deemed most favorable to the Redevelopment Authority. The contractor must also provide the information below in sufficient detail.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions are to be answered on separate sheets, attached and submitted with Bid. The Bidder may submit any additional information they desire.

Name of Bidder: _____
Permanent main office address: _____
Year organized: _____
If a corporation, where incorporated: _____
Number of employees: _____
Number of years engaged in the contracting business under your present firm or trade name: _____

In addition to the above information, please provide the following information on a separate sheet:

1. Detail the background and experience of the principal members of your firm, including the officers.
2. Provide a list of the project manager and key personnel to be assigned to this project. Include name, title, years of experience, education, number and name of projects assigned to this individual(s) in the last 3 years.
3. Describe the general character of work performed by your firm when acting as the primary contractor.
4. Describe all contracts on hand, including schedule, amount of each contract, and the appropriate anticipated dates of completion.
5. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
6. List your major equipment available for this contract, specifying which equipment you own.
7. Explain firm's approach to this project's budget, timeline and phasing.
8. Provide examples of experience in construction work similar in nature and complexity to this project within the last 3 years for which your firm was the primary contractor. Provide at least four (4) project profiles that include size, complexity, schedule, budget, equipment, environmental remediation, and special issues.
9. List Firm's experience with Economic Inclusion. Provide extent of certified WBE, SBE, or MBE (MWSBE) participation within the last 3 years.
10. Provide a bank reference.
11. Has your firm filed for bankruptcy in the past 10 years? If so, explain.
12. Upon request, fill out a detailed financial statement and furnish any other information that may be required by the Redevelopment Authority.
13. Have you ever failed to complete any work awarded to you? If so, where and why?
14. Have you ever defaulted on a contract? If so, where and why?
15. List of OSHA or other jurisdictional safety violations or citations issued to the company within the

- last 10 years.
16. Certify that the firm has not had a professional license revoked within the past 5 years in Ohio or any other state.
 17. Certify that the firm has not been debarred from any public contract federal, state or local in the past 5 years.
 18. Provide at least 3 references for projects of similar size and complexity completed within the last 3 years for which your firm served as primary contractor. Include name, telephone number, email address and brief description of the services provided.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Redevelopment Authority, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, _____.

Company

By: _____

Title

_____ being duly sworn, deposes and says that they are _____
_____ of _____ and that the responses to the foregoing are true
and correct.

(Affiant)

Sworn to before me and subscribed in my presence this _____ day of _____, _____.

(Notarial Seal)

Notary Public

V. CONTRACT

1. Contract Form

THIS CONTRACT, made on the _____ day of _____, _____ by _____ and _____ between _____, hereinafter called the "Contractor", and the Greater Cincinnati Redevelopment Authority, hereinafter called the "Redevelopment Authority".

WITNESSETH, that the Contractor and the Redevelopment Authority for the consideration stated herein agree as follows:

Article I - Scope of Work

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a Workmanlike manner all the Work required for the construction of the Project of the Redevelopment Authority included in this Contract, all in strict accordance with the Contract Drawings and Specifications, including any and all Addenda, and in strict compliance with the Contractor's Proposal and the Other Sections of the Contract Documents herein mentioned which are a part of this Contract, and the Contractor shall do everything required by this Contract and the other documents constituting a part hereof.

Article II - The Contract Price

The Redevelopment Authority shall pay to the Contractor for the performance of this Contract subject to any additions or deductions provided therein, in current funds, the contract price computed as shown in the Proposal.

Article III - Component Parts of the Contract

This Contract consists of the following component parts, ("Contract Documents") all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Addendum Nos. _____, _____ and _____.
2. Invitation for Bids (Section I).
3. Instructions to Bidders (Section II).
4. General Conditions of the Contract (Section III).
5. Contractor's Proposal (Section IV).
6. Scope of Work (Section VI).
7. Project Specifications (Section VI).
8. This Instrument (Sections I, II, III and IV).

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated

above shall govern over any other provision in the component part which follows it numerically except as may be otherwise specifically stated.

This Contract is intended to conform in all respects to applicable statutes of the State of Ohio, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

Starting and Completion

The Contractor agrees to commence Work under this Contract on a date to be specified in a written order from the Redevelopment Authority, and to fully complete all Work included in this Contract to the point of final acceptance by the Redevelopment Authority in accordance with the completion dates established in Section "VI" of the "Scope of Work." The Redevelopment Authority agrees not to issue aforesaid written order prior to the time proposed for starting Work as stated by the Contractor in the proposal except by mutual agreement between the Contractor and the Redevelopment Authority. The Redevelopment Authority further agrees to issue such written order not later than thirty (30) days after the Contractor's proposed starting date, provided that the Contractor has furnished to the Redevelopment Authority satisfactory evidence of bond and insurance coverage, and that all other conditions of the Contract prerequisite to starting Work have been complied with by the Contractor.

IN WITNESS WHEREOF, the Greater Cincinnati Redevelopment Authority, by Laura N. Brunner, Its President/CEO, and _____ have hereunto set their hands the day and year first above-mentioned.

THE GREATER CINCINNATI REDEVELOPMENT AUTHORITY

ATTEST: _____

BY: _____

Laura N. Brunner President/CEO

ATTEST: _____

BY: _____

(Title)

2. Certificate Of Funds

It is hereby certified that the amount of \$_____ required to meet the contract, agreement, obligation, payment or expenditure, with _____ for _____ has been lawfully appropriated or authorized or directed for such purpose and is in the Treasure or in process of collection, to the credit of the _____ Fund, free from any obligation or certification now outstanding.

Dated: _____

(Seal)

Laura N. Brunner, President / CEO
Greater Cincinnati Redevelopment Authority

3. Contract Bond

Performance, Labor & Materials, And Maintenance

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as "principals", and the undersigned surety, are hereby held and firmly bound unto the Greater Cincinnati Redevelopment Authority (identified hereafter as "obligee") in the penal sum of _____ Dollars (\$_____) for the payment of which well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, _____, enter into a contract with the Greater Cincinnati Redevelopment Authority, which said contract is made a part of this bond, the same as though set forth herein.

NOW, if the said _____ shall well and faithfully do and perform the things agreed by _____ for the work performed for Contract # _____ to be done and performed according to the terms of said contract; and shall pay for all lawful claims of sub-contractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material man, or laborer having a just claim as well as for the obligee herein; and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of two (2) year from the date of final acceptance, then this obligation shall be void; otherwise, the same shall remain in full force and effect as if being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated, said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said contract or specifications therefore, shall in any wise effect the obligation of said surety on its bond.

Signed this _____ day of _____, _____.

SURETY: _____

PRINCIPAL: _____

Address: _____

Name: _____
Title: _____

Phone: _____

Principal's Full Name

By: _____
Name of Attorney in Fact

Corporation Partnership
 Sole Proprietorship

For: _____
Name of Surety Company

*Note: Attorney in fact shall attach proof of authorization by Surety to execute bonds on behalf of the identified Surety. Failure to do so shall result in the Bond being considered incomplete.

4. Declaration Regarding Material Assistance/Non-assistance To A Terrorist Organization

Declaration Regarding Material Assistance/Non-assistance To A Terrorist Organization

Ohio Department of Public Safety
 Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS
 In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, “material support or resources” means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME	FIRST NAME	MIDDLE INITIAL	
HOME ADDRESS			
CITY	STATE	ZIP	COUNTY
HOME PHONE		WORK PHONE	

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S.

Department of State Terrorist Exclusion List?

Yes No

HLS 0038 2/06

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist

Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

Signature

Date

5. Certification of No Findings For Recovery

Certification of Findings for Recovery

The Bidder hereby certifies that there are no unresolved Findings for Recovery of Public Funds issued against him/her/it by the Auditor of the State of Ohio.

Firm Name

By

Title

Sworn to before me and subscribed in my presence this . day of _____, _____.

(Notarial Seal)

Notary Public

VI. Project / Public Improvement

1. Scope Of Work

The Redevelopment Authority has entered into grant agreements with JobsOhio and The City of Cincinnati for the purpose of site work improvements on the Project Site described as the Cincinnati Gardens situated in the City of Cincinnati, Hamilton County, State of Ohio.

The Contractor shall provide all labor, supervision, professional services, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to conduct the Site Work Improvements on the Project Site in accordance with the Contract Documents including all Appendices, Addendums and Exhibits. Contractor shall cooperate and coordinate with the Redevelopment Authority the prosecution of the Work to completion as stated in Part III General Conditions of the Contract, par. 36, Schedule of Liquidated Damages.

The Contractor expressly agrees to, accepts and will abide by the terms, conditions, and provisions of the JobsOhio and City of Cincinnati grant agreements for the Project.

The award of this Contract and its continuation is conditioned upon the continued project approval from The Greater Cincinnati Redevelopment Authority Board of Directors, JobsOhio, The City of Cincinnati and the necessary grant funding.

Any historic items, relics, and similar objects and items of interest or value to the Redevelopment Authority, that may be encountered during demolition or excavation remain the Redevelopment's Authority's property.

2. Project Specifications

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for site improvements of:

Site Demolition and Improvements; including but not limited to, removal of existing asphalt and concrete pavements (including curbs, sidewalks, drive approaches, retaining walls, etc.), bollards, guardrail, vegetation (including trees and shrubs of all sizes), parking lot lighting system, fencing, storm sewer system modifications, and other items indicated on the Plans, and importing and utilizing stockpiled fill material to the lines and grades indicated on the Plans, and general construction within the Project boundaries complete in place and in accordance with the specifications herein.

B. **Description of the Work.**

1. The Work is more specifically described as but is not limited to:
 - a. Providing all permitting licensing and reporting, except as specifically identified to be the responsibility of the Redevelopment Authority.
 - b. Removal of existing asphalt and concrete pavements (including curbs, sidewalks, drive approaches, retaining walls, steps, etc.), bollards, guardrail, vegetation (including trees and shrubs of all sizes), parking lot lighting system, utilities, fencing and storm sewer system modifications. Utility excavations (including but not limited to, existing underground electric and storm/sanitary conduits indicated on Construction Plans, sheet CD102) to be backfilled with controlled density aggregate or CLSM.
 - c. Existing stockpiled and broken asphalt material shall be removed from the project site and will not be allowed for use as fill material and/or backfill material.
 - d. Sorting of materials by end use specifications, regulations and applicable permits; retained or exported from the Project Site.
 - e. The Contractor understands that multiple mobilizations of some equipment may be necessary to complete the work and overall project

- schedule. Such mobilizations will be made at no additional cost.
- f. All permits, inspection fees, licenses, royalties, leases, etc. required for the property execution of the Work are the responsibility of the Contractor and shall be secured in a timely manner as required to meet the project schedule.
 - g. Exporting, removing and disposing of materials not to be incorporated into the project.
 - h. Utilize existing on-site stockpiled fill material (located on the southwest corner of Seymour Ave and Langdon Farm Rd), and import additional acceptable fill material to meet the proposed grades. All imported fill material is required to have Phase I documentation that the material is acceptable and that no additional testing is recommended. Contractor shall verify the stockpiled material volume for use in preparing their bid. Original building plans from the recently demolished Cincinnati Gardens building are available in the SUPPLEMENTAL INFORMATION section of the Specifications for use in determining building foundations/footers/slabs removed volumes. Backfill (fill placement and compaction) of the former building site, including but not limited to, areas of foundations/footers/slabs removals, shall be performed by the Contractor.
 - i. Stockpiled crushed concrete material (located on the southeast corner of Seymour Ave and Langdon Farm Rd) is the property of the Redevelopment Authority. This material will be loaded/removed by others during the Site Work. Contractor shall schedule all activities (asphalt/concrete removal, fill, grading, etc.) in this area to occur later in the project schedule. This area will not be available for staging and/or earthwork activities until all crushed concrete material has been removed.
 - j. Demolition and abandonment of franchised utilities; including, but not limited to: potable water, sanitary sewer (including capping all laterals), storm drainage, electric, gas facilities, telephone and cable communications.
 - k. Demolition of existing storm/sanitary/water utilities, fencing, lighting systems, fencing, bollards, pavements, etc. within the project limits, per Plan.
 - l. Protection of select vegetation and fencing within the project limits, per Plan.
 - m. The majority of concrete slabs, footings and foundations from the recently demolished arena and annex building have been removed. Remove all remaining slabs, footings and foundations complete. Pilings or caissons to be removed to 5' below grade.
 - n. Remove all loose material in recently demolished building footprint area and replace/add/compact acceptable fill material to the lines and grades indicated on the Plans.
 - o. Erosion Control Measures, including but not limited to: silt fence, stone check dams and hay bale ditch checks, and sedimentation basin(s).
 - p. Maintain a water truck on site to for dust control operations, including, but not limited to: demolition debris and earthwork operations.
 - q. Photo document nearby structures in a pre-demolition survey of existing conditions.

- r. Provide an erosion & dust screen on all fencing.
- s. All debris exported off site is required to go to a licensed construction demolition landfill.
- t. Contractor is to provide a Site Improvement Work Plan detailing the earthwork process.
- u. Provide a secure mobile office trailer for Site Meetings. Trailer shall be maintained in clean condition. Provide temporary toilet facilities.
- v. The Contractor shall provide full-time oversight.
- w. Existing security fencing installed along the perimeter of the former building demolition site (east side of Seymour Ave), is provided by the Owner for use by the Contractor during the Site Work Improvements project. The Owner will coordinate removal of the security fencing upon completion of the project. The Contractor shall be responsible for costs associated with damaged fencing. The Contractor shall secure the project site and staging area with locked gate(s), and maintain/repair fencing as required to secure the site from unauthorized persons entering both during and outside of construction activity hours.
- x. All other Work required to meet the conditions set out in other specification sections.

1.3 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

Not applicable.

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Work Improvements of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work":
- B. This section specifies administrative and procedural requirements for cutting and patching.

1.3 QUALITY ASSURANCE

- A. **Codes and Standards.** Perform all work in compliance with applicable requirements of governing agencies having jurisdiction and in accordance with these plans and as specified herein.
- B. **Requirements for Structural Work.** Do not cut and patch structural elements in a manner that would reduce their load carrying capacity or load deflection ratio. Coordinate cutting and patching operations with the Contractor's Site Improvement Work Plan.
- C. **Operational and Safety Limitations.** Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in decreased operational safety.
 - 1. Carefully plan to the full extent possible, cutting and patching operation before initiating the operations on elements of safety related systems including but not limited to:
 - a. Structural member shoring, bracing and sheeting.
 - b. Air or smoke barriers.
 - c. Water and fire protection systems.
 - d. Control systems.
 - e. Communication systems.
 - f. Conveying systems.
 - g. Electrical wiring systems.

h. Gas pipe lines and services

1.4 **SUBMITTALS**

A. **Cutting and Patching.** Considerations for cutting and patching operations shall be included in the Contractor's Site Improvement Work Plan. The following minimum information is required to be considered:

1. Describe the extent of cutting and patching required. Include how the work is to be performed.
2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating.
3. List products to be used and firms or entities that will perform work.
4. Indicate dates when cutting and patching is to be performed.
5. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
6. Where cutting and patching involves addition of reinforcement to structural elements, submit as a part of the Contractor's Site Improvement Work Plan, engineering calculations signed and sealed by the Contractor's registered engineer. The Contractor's Site Improvement Work Plan shall show how reinforcement, supports and bracing is integrated with the original structure, the interim conditions during the demolition/excavation process and the final conditions after the demolition/excavation is completed and the required backfill is placed.

1.5 **JOB CONDITIONS**

A. **The Project** will take place at 2250 Seymour Avenue. Refer to Section 01010 "Summary of Work" and Section 01110 "Sequence of Operation" for responsibilities of the Contractor and coordination

1.6 **DELIVERY, STORAGE AND HANDLING**

Not used.

1.7 **SPECIAL WARRANTY**

Not used.

PART 2 - PRODUCTS

2.1 **MATERIALS**

PART 3 - EXECUTION

3.1 **INSPECTION**

A. **Before cutting existing surfaces** examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective

action before proceeding, if unsafe or unsatisfactory conditions are encountered.

1. Before proceeding, meet at the Project Site with the Redevelopment Authority or utility owner, if cutting and patching work is on utilities. The meeting shall include members of the specialty trades involved with the Work. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

- A. **Temporary Support and Protection.** When the Work requires a portion of a structure to remain in place, rather temporarily or permanently, provide all necessary support of work to remain. This includes but is not limited to: the installation of temporary jacks, bracing, shoring sheeting or other incidental items of work. Care should be taken to consider unstable or unbalanced loading, super imposed loading and weather conditions.

3.3 PERFORMANCE

- A. **General.** Employ skilled workers to perform cutting and patching. Proceed with cutting and patching.
- B. **Cutting.** Cut existing structures using methods least likely to damage elements to be retained or adjoining structures.
 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 3. Cut through concrete and masonry using a cutting machine such as carborundum saw or diamond core drill.
 4. Comply with requirements of applicable other specifications where cutting and patching requires excavating and backfilling.
 5. Bypass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after bypassing and cutting.
- C. **Patching.** Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining property in a manner that will eliminate evidence

of patching and refinishing.

3.4 **CLEANING**

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

END OF SECTION

SECTION 01050

FIELD ENGINEERING AND SURVEYING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Work Improvements of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work":
- B. **This section** specifies administrative and procedural requirements for field engineering services, including, but not necessarily limited to, the following:
 - 2. Land survey work
 - 2. Preparation and issuance of "Record Drawings".

1.3 QUALITY ASSURANCE

- A. **Codes and Standards.** Perform all work in compliance with applicable requirements of governing agencies having jurisdiction and in accordance with these plans and as specified herein.
- B. **Surveyor.** Engage the professional services of a registered land surveyor, registered in the State of Ohio, to perform land-surveying services required.

1.4 SUBMITTALS

- A. **Transmittals.** Furnish surveyor's reports and documents as required by this specification and others.
- B. **Certificates.** Submit a certificate signed by the land surveyor or professional engineer certifying that the location and elevation of improvements comply with the Contract Documents.
- C. **Project Record Documents.** Submit a record of work performed and record survey data as required under provisions of sections "Submittals" and "Project Closeout".

1.5 JOB CONDITIONS

- A. **The Project** will take place at 2250 Seymour Avenue. Refer to Section 01010 “Summary of Work” and Section 01110 “Sequence of Operation” for responsibilities of the Contractor and coordination.

1.6 **DELIVERY, STORAGE AND HANDLING**

Not used.

1.7 **SPECIAL WARRANTY**

Not used.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.1 **EXAMINATION**

- A. **General.** The Redevelopment Authority or their representative will identify these control points in the field for the Contractor's surveyor.
- B. **Verify layout information** shown on the drawings, in relation to the property survey and existing benchmarks before proceeding to layout the work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during the prosecution of the Work.
 - 1. Do not change or relocate benchmarks or control points without prior written approval of the Redevelopment Authority or their representative. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
 - 2. Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.
- C. **Establish and maintain** a minimum of two permanent benchmarks on the site, referenced to data established by survey control points.
 - 1. Record benchmark locations, with horizontal and vertical data, on the Project Record Documents.
- D. **Existing Utilities and Equipment.** The existence and location of underground and other utilities and facilities indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other facilities.
 - 1. Prior to commencement of the Work, verify the location and invert elevation at points of connection of all pipelines. Record location as required by other specifications.

3.2 PERFORMANCE

- A. **Surveyor's Log.** Maintain a surveyor's log of control and other survey work. Make this log available for reference.

- B. **Survey Work.** Work to be performed by the Contractor's Surveyor shall include but not be limited to:
 - 1. If applicable, locate top of exterior foundation walls, after demolition of walls has been completed. Surveyed points along the wall shall be at all corners and at the minimum mid points between corners.
 - 2. Provide topographic spot shots of the lowest basement floor elevation(s) at each demolished/removed basement section. Minimum survey locations shall include the inside top edge of the property line and the subgrade after basement is removed. Spacing of spot shots shall not be less than a (50) foot grid and at all changes in grade.
 - 4. Provide a topographic survey of the limits of the entire project site. Minimum survey locations shall include the inside top edge of the property line and limits of the entire project site. Spacing shall not be less than a (50) foot grid and at all changes in grade, including slopes and sediment/detention basins.
 - 5. Provide survey location as may be required to locate water wells and cisterns.
 - 6. Prepare and provide a signed and sealed certified survey showing locations and elevations of the Work required above and as may be required by permits. Prepare and submit signed and seal calculations of the earthwork volumes as described in the other specifications.
 - 7. The survey work shall be performed with a data collector. Contractor shall transmit the survey data to the Redevelopment Authority or their representative on a CD-Rom. The data shall be a point data sheet, ASC II formatted with comma delimiters. Data shall include: point numbers; northern, eastings and elevation locations from a known survey monument; and point description. Data shall be formatted to enable direct importation into Autodesk's AutoCAD Land. Survey shall be complete enough to enable quantity calculations for the earthwork and preparation of "Record Drawings".

END OF SECTION

SECTION 01095

REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Work Improvements of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work":
- B. **This section** specifies administrative and procedural requirements for references and standards as they may apply to the Project.

1.3 QUALITY ASSURANCE

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

1.4 SUBMITTALS

- A. **Permits, Licenses and Certificates.** For the Redevelopment Authority's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

1.5 JOB CONDITIONS

Not Used.

1.6 DELIVERY, STORAGE AND HANDLING

Not used.

1.7 SPECIAL WARRANTY

Not used.

1.8 **INDUSTRY STANDARDS**

- A. **Applicability of Standards.** Except where the Contract Documents include more stringent requirements; applicable industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. **Publication Dates.** Comply with the standards in effect as of the date of the Contract Documents.
- C. **Conflicting Requirements.** Where compliance with two or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to the Redevelopment Authority and / or its Representative for a decision before proceeding.
 - 1. **Minimum Quantity or Quality Levels.** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Redevelopment Authority and/or its Representative for a decision before proceeding.
- D. **Copies of Standards.** Each entity engaged in the Work on the Project is required to be familiar with industry standards applicable to its activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required activity, the Contractor shall obtain copies directly from the publication source.
- E. **Abbreviations and Names.** Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations, as referenced in Contract Documents, are defined to mean the associated names. Names and addresses are subject to change and are believed, but not assured, to be accurate and up to date as of date of Contract Documents.

AA Aluminum Association
900 19th St., NW, Suite 300
Washington, DC 20006 (202) 862-5156

AABC Associated Air Balance Council
1518 K St., NW, Suite 503
Washington, DC 20005 (202) 737-0202

AAMA American Architectural Manufacturers Assoc.
1540 E. Dundee Road, Suite 310

Palatine, IL 60067 (708) 202-1350

AAN American Association of Nurserymen
1250 Eye St., NW, Suite 500
Washington, DC 20005 (202) 789-2900

AASHTO American Association of State Highway
and Transportation Officials
444 North Capitol St., Suite 225
Washington, DC 20001 (202) 624-5800

ACI American Concrete Institute
P.O. Box 19150
Detroit, MI 48219-0150 (313) 532-2600

ACIL American Council of Independent Laboratories
1725 K St., NW, Suite 412
Washington, DC 20006 (202) 887-5872

ACPA American Concrete Pipe Assoc.
8300 Boone Blvd., Suite 400
Vienna, VA 22182 (703) 821-1990

ADC Air Diffusion Council
One Illinois Center, Suite 200
111 East Wacker Drive
Chicago, IL 60601 (312) 616-0800

AFBMA Anti-Friction Bearing Manufacturers Assoc.
1101 Connecticut Ave., N.W., Suite 700
Washington, DC 20036 (202) 857-1100

AGA American Gas Assoc.
1515 Wilson Blvd.
Arlington, VA 22209 (703) 841-8400

AGMA American Gear Manufacturers Assoc.
1500 King Street
Alexandria, VA 22314 (703) 684-0211

AHA American Hardboard Assoc.
1210 W. Northwest Highway
Palatine, IL 60067 (708) 934-8800

AHAM Association of Home Appliance Manufacturers
20 N. Wacker Drive
Chicago, IL 60606 (312) 984-5800

AI Asphalt Institute
Research Park Drive

P.O. Box 14052
Lexington, KY 40512-4052 (606) 288-4960

AIA American Institute of Architects
1735 New York Ave., NW
Washington, DC 20006 (202) 626-7300

AIA American Insurance Assoc.
1130 Connecticut Ave., NW, Suite 1000
Washington, DC 20036 (202) 828-7100

AISC American Institute of Steel Construction
One East Wacker Drive, Suite 3100
Chicago, IL 60601-2001 (312) 670-2400

AISI American Iron and Steel Institute
1101 17th Street, NW, Suite 1300
Washington, DC 20036 (202) 452-7100

AITC American Institute of Timber Construction
11818 S.E. Mill Plain Blvd., Suite 415
Vancouver, WA 98684 (206) 254-9132

ALI Associated Laboratories, Inc.
500 S. Vermont St.
Palatine, IL 60067 (708) 358-7400

ALSC American Lumber Standards Committee
P.O. Box 210
Germantown, MD 20875 (301) 972-1700

AMCA Air Movement and Control Assoc.
30 W. University Drive
Arlington Heights, IL 60004 (708) 394-0150

ANSI American National Standards Institute
11 West 42nd Street, 13th Floor
New York, NY 10036 (212) 642-3300

AOAC Association of Official Analytical Chemists
2200 Wilson Blvd., Suite 400
Arlington, VA 22201-3301 (703) 522-3032

AOSA Association of Official Seed Analysts
268 Plant Science UNL
Lincoln, NB 68583 (402) 472-1444

APA American Plywood Assoc.
P.O. Box 11700
Tacoma, WA 98411 (206) 565-6600

API	American Petroleum Institute 1220 L St., NW Washington, DC 20005 (202) 682-8000
ARI	Air Conditioning and Refrigeration Institute 1501 Wilson Blvd., 6th Floor Arlington, VA 22209 (703) 524-8800
ARMA	Asphalt Roofing Manufacturers Assoc. 6288 Montrose Rd. Rockville, MD 20852 (301) 231-9050
ASA	Acoustical Society of America 500 Sunnyside Blvd. Woodbury, NY 11797 (516) 349-7800
ASC	Adhesive and Sealant Council 1627 K Street, NW, Suite 1000 Washington, DC 20006 (202) 452-1500
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017-2398 (800) 548-2723
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329 (404) 636-8400
ASME	American Society of Mechanical Engineers 345 East 47th St. New York, NY 10017 (212) 705-7722
ASPE	American Society of Plumbing Engineers 3617 Thousand Oaks Blvd., Suite 210 Westlake, CA 91362 (805) 495-7120
ASSE	American Society of Sanitary Engineering P.O. Box 40362 Bay Village, OH 44140 (216) 835-3040
ASTM	American Society for Testing and Materials 1916 Race St. Philadelphia, PA 19103 (215) 299-5400
AWCMA	American Window Covering Manufacturers Association 355 Lexington Ave. New York, NY 10017 (212) 661-5300

AWI	Architectural Woodwork Institute P.O. Box 1550 13924 Braddock Rd., Suite 100 Centreville, VA 22020 (703) 222-1100
AWPA	American Wood Preservers' Assoc. P.O. Box 849 Stevensville, MD 21666 (301) 643-4163
AWPB	American Wood Preservers Bureau P.O. Box 5283 Springfield, VA 22150 (703) 339-6660
AWS	American Welding Society 550 LeJeune Road, NW P.O. Box 351040 Miami, FL 33135 (305) 443-9353
AWWA	American Water Works Assoc. 6666 W. Quincy Ave. Denver, CO 80235 (303) 794-7711
BANC	Brick Association of North Carolina P.O. Box 13290 Greensboro, NC 27415-3290 (919) 273-5566
BHMA	Builders' Hardware Manufacturers Assoc. 355 Lexington Ave., 17th Floor New York, NY 10017 (212) 661-4261
BIA	Brick Institute of America 11490 Commerce Park Drive, Suite 300 Reston, VA 22091 (703) 620-0010
CAGI	Compressed Air and Gas Institute c/o John H. Addington Thomas Associates, Inc. 1230 Keith Building Cleveland, OH 44115 (216) 241-7333
CAUS	Color Association of the United States 409 W. 44th Street New York, NY 10036 (212) 582-6884
CDA	Copper Development Assoc. Box 1840, Greenwich Office Park 2 Greenwich, CT 06836 (203) 625-8210
CCFA	Chemical Fabrics & Film Association, Inc.

c/o Thomas Associates
1230 Keith Building
Cleveland, OH 44115 (216) 241-7333

CGA Compressed Gas Assoc.
Crystal Gateway #1, Suite 501
1235 Jefferson Davis Highway
Arlington, VA 22202 (703) 979-0900

CISCA Ceiling and Interior Systems Contractors Assoc.
5700 Old Orchard Road
Skokie, IL 60077-1057 (708) 966-2323

CISPI Cast Iron Soil Pipe Institute
5959 Shallowford Road, Suite 419
Chattanooga, TN 37421 (615) 892-0137

CRI Carpet and Rug Institute
P.O. Box 2048
Dalton, GA 30722 (404) 278-3176

CRSI Concrete Reinforcing Steel Institute
933 Plum Grove Rd.
Schaumburg, IL 60173-4758 (708) 517-1200

CTI Ceramic Tile Institute of America
700 N. Virgil Ave.
Los Angeles, CA 90029 (213) 660-1911

DHI Door and Hardware Institute
14170 New Brook Drive
Chantilly, VA 22021-2223 (703) 222-2010

DLPA Decorative Laminate Products Assoc.
600 S. Federal St., Suite 400
Chicago, IL 60605 (312) 922-6222

ECSA Exchange Carriers Standards Assoc.
5430 Grosvenor Lane, Suite 200
Bethesda, MD 20814 (301) 564-4505

EIA Electronic Industries Assoc.
2001 Pennsylvania Ave., NW, Suite 1100
Washington, DC 20006 (202) 457-4900

EIMA Exterior Insulation Manufacturers Assoc.
30 Holley St.
Wakefield, RI 02879-3309 (401) 782-3687

EJMA Expansion Joint Manufacturers Assoc.

25 N. Broadway
Tarrytown, NY 10591 (914) 332-0040

ETL ETL Testing Laboratories, Inc.
P.O. Box 2040
Route 11, Industrial Park
Cortland, NY 13045 (607) 753-6711

FCI Fluid Controls Institute
P.O. Box 9036
Morristown, NJ 07960 (201) 829-0990

FGMA Flat Glass Marketing Assoc.
White Lakes Professional Bldg.
3310 S.W. Harrison
Topeka, KS 66611-2279 (913) 266-7013

FM Factory Mutual Research Organization
1151 Boston-Providence Turnpike
P.O. Box 9102
Norwood, MA 02062 (617) 762-4300

GA Gypsum Association
810 First Street, NE, Suite 510
Washington, DC 20002 (202) 289-5440

GLUMRB Great Lakes-Upper Mississippi River Board of State Public Health
and Environmental Managers
P.O. Box 7126
Albany, NY 12224 (513) 439-7286

HEI Heat Exchange Institute
c/o John H. Addington
Thomas Associates, Inc.
1230 Keith Building
Cleveland, OH 44115 (216) 241-7333

HI Hydronics Institute
P.O. Box 218
35 Russo Place
Berkeley Heights, NJ 07922 (908) 464-8200

H.I. Hydraulic Institute
30200 Detroit Road
Cleveland, OH 44145-1967 (216) 899-0010

HMA Hardwood Manufacturers Assoc.
2831 Airways Blvd., Suite 205, Bldg. B
Memphis, TN 38132 (901) 346-2222

HPMA	Hardwood Plywood Manufacturers Assoc. 1825 Michael Farraday Drive P.O. Box 2789 Reston, VA 22090-2789 (703) 435-2900
ICEA	Insulated Cable Engineers Association, Inc. P.O. Box 440 South Yarmouth, MA 02664 (508) 394-4424
IEC	International Electrotechnical Commission (Available from ANSI) 1430 Broadway New York, NY 10018 (212) 354-3300
IEEE	Institute of Electrical and Electronic Engineers 345 E. 47th St. New York, NY 10017 (212) 705-7900
IESNA	Illuminating Engineering Society of North America 345 E. 47th St. New York, NY 10017 (212) 705-7926
IGCC	Insulating Glass Certification Council c/o ETL Testing Laboratories, Inc. P.O. Box 2040 Route 11, Industrial Park Cortland, NY 13045 (607) 753-6711
IRI	Industrial Risk Insurers 85 Woodland St. Hartford, CT 06102 (203) 520-7300
ISA	Instrument Society of America P.O. Box 12277 67 Alexander Drive Research Triangle Park, NC 27709 (919) 549-8411
LPI	Lightning Protection Institute P.O. Box 1039 Woodstock, IL 60098 (815) 337-0277
MBMA	Metal Building Manufacturer's Assoc. c/o Charles M. Stockinger Thomas Associates, Inc. 1230 Keith Building Cleveland, OH 44115 (216) 241-7333
MCAA	Mechanical Contractors Association of America 1385 Piccard Dr. Rockville, MD 20832 (301) 869-5800

ML/SFA	Metal Lath/Steel Framing Assoc. (A Division of the National Association of Architectural Metal Manufacturers) 600 S. Federal St., Suite 400 Chicago, IL 60605 (312) 922-6222
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry 127 Park St., NE Vienna, VA 22180 (703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers 600 S. Federal St., Suite 400 Chicago, IL 60605 (312) 922-6222
NAIMA	North American Insulation Manufacturers Association 44 Canal Center Plaza Alexandria, VA 22314 (703) 684-0084
NAPA	National Asphalt Pavement Assoc. 6811 Kenilworth Avenue Calvert Building, Suite 620 Riverdale, MD 20737 (301) 779-4880
NAPF	National Association of Plastic Fabricators (Now DLPA)
NBHA	National Builders Hardware Assoc. (Now DHI)
NCMA	National Concrete Masonry Assoc. 2302 Horse Pen Road Herndon, VA 22071 (703) 713-1900
NCSPA	National Corrugated Steel Pipe Association 2011 Eye Street, N.W., Fifth Floor Washington, DC 20006 (202) 223-2217
NEC	National Electric Code (from NFPA)
NECA	National Electrical Contractors Assoc. 7315 Wisconsin Ave., Suite 1300 W Bethesda, MD 20814 (301) 657-3110
NEMA	National Electrical Manufacturers Assoc. 2101 L St., NW, Suite 300 Washington, DC 20037 (202) 456-8400

NFPA National Fire Protection Assoc.
One Batterymarch Park
P.O. Box 9101
Quincy, MA 02269-9101 (617) 770-3000

NFPA National Forest Products Assoc.
1250 Connecticut Ave., NW, Suite 200
Washington, DC 20036 (202) 463-2700

NHLA National Hardwood Lumber Assoc.
P.O. Box 34518
Memphis, TN 38184-1818 (901) 377-1818

NLGA National Lumber Grades Authority
1055 W. Hastings St., Suite 260
Vancouver, British Columbia
Canada V6E 2E9(604) 687-2171

NPA National Particleboard Assoc.
18928 Premiere Court
Gaithersburg, MD 20879 (301) 670-0604

NPCA National Paint and Coatings Assoc.
1500 Rhode Island Ave., NW
Washington, DC 20005 (202) 462-6272

NRCA National Roofing Contractors Assoc.
One O'Hare International Center
10255 W. Higgins Rd., Suite 600
Rosemont, IL 60018-5607 (708) 299-9070

NSF National Sanitation Foundation
3475 Plymouth Rd.
P.O. Box 130140
Ann Arbor, MI 48105 (313) 769-8010

PCA Portland Cement Assoc.
5420 Old Orchard Road
Skokie, IL 60077(708) 966-6200

PCI Precast/Prestressed Concrete Institute
175 W. Jackson Blvd.
Chicago, IL 60604 (312) 786-0300

PDI Plumbing and Drainage Institute
c/o Sol Baker
1106 W. 77th St., South Dr.
Indianapolis, IN 46260-3318 (317) 251-6970

RFCI	Resilient Floor Covering Institute 966 Hungerford Drive, Suite 12-B Rockville, MD 20805 (301) 340-8580
RMA	Rubber Manufacturers Assoc. 1400 K St., NW Washington DC 20005 (202) 682-4800
SDI	Steel Deck Institute P.O. Box 9506 Canton, OH 44711-9506(216) 493-7886
SGCC	Safety Glazing Certification Council c/o ETL Testing Laboratories 3933 Route 11, Industrial Park Cortland, NY 13045 (607) 753-6711
SHLMA	Southern Hardwood Lumber Manufacturers Assoc. (Now HMA)
SIGMA	Sealed Insulating Glass Manufacturers Assoc. 401 N. Michigan Chicago, IL 60611-4206 (312) 644-6610
SJI	Steel Joist Institute 1205 48th Avenue North, Suite A Myrtle Beach, SC 29577 (803) 449-0487
SMA	Screen Manufacturers Association 655 W. Irving Park, Suite 201 Chicago, IL 60613-3198 (312) 525-2644
SMACNA	Sheet Metal and Air Conditioning Contractors National Association P.O. 221230 Chantilly, VA 22022-1230 (703) 803-2980
SPIB	Southern Pine Inspection Bureau 4709 Scenic Highway Pensacola, FL 32504 (904) 434-2611
SPRI	Single Ply Roofing Institute 20 Walnut St., Suite 208 Wellesley Hills, MA 02181 (617) 237-7879
SSPC	Steel Structures Painting Council 4400 Fifth Ave. Pittsburgh, PA 15213-2683 (412) 268-3327

SSPMA	Sump and Sewage Pump Manufacturers Assoc. P.O. Box 298 Winnetka, IL 60093 (708) 835-8911
SWPA	Submersible Wastewater Pump Assoc. 600 S. Federal Street, Suite 400 Chicago, IL 60605 (312) 922-6222
TPI	Truss Plate Institute 583 D'Onofrio Drive, Suite 200 Madison, WI 53719 (608) 833-5900
UL	Underwriters Laboratories, Inc. 333 Pfingsten Rd. Northbrook, IL 60062 (708) 272-8800
WRI	Wire Reinforcement Institute 1760 Reston Parkway, Suite 403 Reston, VA 22090 (703) 709-9207
WSC	Water Systems Council 600 S. Federal St., Suite 400 Chicago, IL 60605 (312) 922-6222
WWPA	Woven Wire Products Assoc. 2515 N. Nordica Ave. Chicago, IL 60635 (312) 637-1359

F. **Federal Government Agencies.** Names and titles of Federal Government standard or specification producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of standard or specification producing agencies of the Federal Government. Names and addresses are subject to change and are believed, but not assured, to be accurate and up to date as of the date of the Contract Documents.

CE	Corps of Engineers (U.S. Department of the Army) Chief of Engineers - Referral Washington, DC 20314 (202) 272-0660
CFR	Code of Federal Regulations (Available from the Government Printing Office) N. Capitol St. between G and H St. NW Washington, DC 20402 (202) 783-3238 (Material is usually first published in the "Federal Register")

CS	Commercial Standard (U.S. Department of Commerce) Government Printing Office Washington, DC 20402 (202) 377-2000
DOC	Department of Commerce 14th St. and Constitution Ave., NW Washington, DC 20230 (202) 377-2000
DOT	Department of Transportation 400 Seventh St., SW Washington, DC 20590 (202) 366-4000
EPA	Environmental Protection Agency 401 M St., SW Washington, DC 20460 (202) 382-2090
FCC	Federal Communications Commission 1919 M St., NW Washington, DC 20554 (202) 632-7000
FS	Federal Specification (from GSA) Specifications Unit (WFSIS) 7th and D St., SW Washington, DC 20407 (202) 708-9205
GSA	General Services Administration F St. and 18th St., NW Washington, DC 20405 (202) 472-1082
MIL	Military Standardization Documents (U.S. Department of Defense) Naval Publications and Forms Center 5801 Tabor Ave. Philadelphia, PA 19120
NIST	National Institute of Standards and Technology (U.S. Department of Commerce) Gaithersburg, MD 20899 (301) 975-2000
OSHA	Occupational Safety and Health Administration (U.S. Department of Labor) Government Printing Office Washington, DC 20402 (202) 523-6091
PS	Product Standard of NBS (U.S. Department of Commerce) Government Printing Office

Washington, DC 20402 (202) 783-3238

USDA U.S. Department of Agriculture
Independence Ave. between 12th and
14th Sts., SW
Washington, DC 20250 (202) 447-8732

USPS U.S. Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260 (202) 268-2000

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

Not applicable.

END OF SECTION

SECTION 01110

SEQUENCE OF OPERATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- B. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Work Improvements of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work":

- 1.3 **SUBMITTALS.** The contractor shall prepare a projected schedule for the entire operation, in accordance with Section 01310 Reports and Schedules.

1.4 JOB CONDITIONS

- A. The Contractor is responsible for the coordination of the abandonment and demolition of all utilities including water, sanitary sewer, storm drainage, telephone, gas and electric. The Contractor shall take into consideration when performing the Project's program sequencing, interim conditions such as the maintenance of security and fire protection, work lighting, and storm drainage.

1.5 COORDINATION

- A. Contractor shall be responsible for coordinating and scheduling the activities of their subcontractors and utility work forces.
- B. Utilities - The contractor shall notify in writing, by telephone, or in person, all Owners of underground and overhead utilities two working days in advance of the starting date of work on the project. Within 48 hours of receiving said notice, the Utility Owner shall mark or stake the locations of underground water and gas lines.
- C. During the Project, the contractor shall use due diligence protecting all utilities and structures whether shown on the plans or not. In excavation areas, all water and gas service lines shall be uncovered to determine the depth of each line prior to proceeding with excavation operations. If it is determined that any service line must be lowered, the contractor shall allow the Utility Owner access to the line to lower it prior to proceeding with the excavation.
- D. If any gas utility line or gas service line is damaged or broken, the Contractor shall immediately contact the Gas Utility Owner. The Utility Owner will make the necessary

repairs and bill their charges for the same to the contractor. The Contractor will be responsible for payment.

- E. If any water utility line or water service line is damaged or broken, the contractor shall immediately contact the Water Utility Owner. The Utility Owner will decide whether the repair will be made by the Utility Owner or the contractor. If the Utility Owner makes the repairs, they will bill the contractor for the work completed. The Contractor will be responsible for payment.
- F. The contractor shall verify overhead clearance of utility lines prior to beginning work. The contractor shall coordinate with the Utility Owners involved where there are problems of clearing wires with equipment.
- G. If it is necessary to relocate wires, the contractor will be charged for this relocation and responsible for coordinating with the Utility Owner. Arrangements for the protection of overhead utilities shall be made between the Contractor and the Utility Owner involved.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

Not applicable.

END OF SECTION

SECTION 01290

APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. **General.** Drawing and general provisions of the Contract, including General and Special Conditions and other specification sections, apply to the Work specified in this section.

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work":
- B. This section specifies administrative and procedural requirements for processing of payment applications.

1.3 REQUIREMENTS INCLUDED

- A. **Submit Applications for Payment** to the Redevelopment Authority or their representative every thirty (30) days, in accordance with the schedule established by Conditions of the Contract and Articles of Agreement between Redevelopment Authority and Contractor.
- B. **The accepted Schedule of Values**, Section 01295, shall be used as the basis for the Contractor's Application for Payment.

1.4 SUBMITTALS

- A. **Submit to the Redevelopment Authority or their representative**, in accordance with Section 01290, (5) copies of each Application For Payment typed on AIA Form G-702, printed on 8 ½ inch by 11 inch or 8 ½ inch by 14 inch white paper
- B. **Submit itemized data** on continuation sheet.
- C. **Submit updated Project photographs every thirty (30)** in accordance with Section 01380.
- D. **Submit an updated Project Schedule.** in accordance with Section 01310
- E. **Submit Daily Operation Reports.** in accordance with Section 01310.

- F. **Submit "Surety Acknowledgement of Payment Request and or Consent to Payment"** letter showing amount of payment application which the Contractor is requesting.
- G. **Demonstrate Project Records Documents are updated.** In accordance with Section 01720 the Contractor shall demonstrate through either review or submittal of the Project Records to the Redevelopment Authority or their representative, that the Project Records Documents are updated to reflect the current conditions and status of the Project. Processing of the monthly payment application will not occur if the Project Records Documents are incomplete and or insufficiently updated to reflect the condition and or status of the Project on the cut-off date for the payment application in for review and possessing.

1.5 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. **Application Form**

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
3. Execute certification with signature of an authorized officer of Contractor's corporation or company.

B. **Continuation Sheets**

1. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.
2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
3. List each Change Order executed prior to date of submission.

C. **Material Stored Onsite**

1. For components, and or material stored on site, submit copies of the original paid invoices with the application for payment.

1.6 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. **When the Redevelopment Authority or their representative** require substantiating data; submit the substantiating information, with a cover letter identifying.

1. Project.
2. Application number and date.

3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. **Submit one copy of data** and cover letter for each copy of application.

1.7 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. **Fill in Application form** as specified for progress payments.
- B. **Submit all Project Record Documents** in accordance with Section 01720. No final payment will be issued until all Project Records have been submitted, reviewed and approved by the Redevelopment Authority or their representative.

1.8 SUBMITTAL PROCEDURE

- A. **Submit Applications for Payment** to the Redevelopment Authority or their representative at the times stipulated in the Articles of Agreement. In general, the processing of the Contractor's application for payment shall be as follows:
 1. **Cut- off date:** Computation of the value of Work completed for any particular pay application period shall cease at the close of the Work Day for the last Friday of the month. Work completed after the close of the cutoff date shall be applied to the subsequent month's payment application
 2. **Draft Submittal:** The Contractor shall submit within (5) Working Days following the cut-off date, a typed draft copy of the payment application including; the cover and continuation sheet, detail sheet for material stored onsite including invoices from suppliers and materialman and all other information as may be required
 3. **Engineer / Architect Review:** The Redevelopment Authority or their representative will, with in (5) Working Days of the receipt of the Contractor's draft copy of the payment application, review the payment application. The Redevelopment Authority or their representative will within the stated (5) Working Days provide the review comments to the Contractor.
 4. **Submit Completed Payment Application Package:** The Contractor shall amend the payment application to reflect the Redevelopment Authority or their representative review comments. Upon making the revisions, the Contactor shall submit along with all other required documentation the complete payment application package to the Redevelopment Authority or their representative.
 5. **When the Redevelopment Authority or their representative finds the application** to be properly completed and correct, they will transmit certificate for payment to Redevelopment Authority.

6. **Deviation to the general process** may occur if the days indicated fall on holidays; multiple iterations of the payment request be required to satisfy the Redevelopment Authority or their representative's review; and or unexpected causes arise during the review process.
7. **Payment by the Redevelopment Authority** shall be in accordance with the executed Contract and the General Conditions of the Contract, and required documents from JobsOhio and the City of Cincinnati. Payment are subject to review and approval by JobsOhio and the City of Cincinnati.

**PART 2 - PRODUCTS
(NOT USED)**

**PART 3 - EXECUTION
(NOT USED)**

END OF SECTION

SECTION 01295

SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. **General.** Drawing and general provisions of the Contract, including General and Special Conditions and other specification sections, apply to the Work specified in this section.

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work":
- B. **This section** specifies administrative and procedural requirements for preparation and submittal of the Contractor's Schedule of Values.

1.3 REQUIREMENTS INCLUDED

- A. **Submit to the Redevelopment Authority or their representative a Schedule of Values** allocated to the various portions of the work, within (21) calendar days after the effective date of the Agreement.
- B. **Upon request of the Redevelopment Authority or their representative** support the values with data, which will substantiate their correctness.
- C. **The accepted Schedule of Values** shall be used only as the basis for the Contractor's Applications for Payment.

1.4 RELATED REQUIREMENTS

- A. **Application for Payment** is included in Section 01290.

1.5 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. **Type schedule** on an 8 ½ inch by 11 inch white paper. Contractor's standard forms and automated printout will be considered for approval by the Redevelopment Authority and / or it's Representative. Identify schedule values with:
 - 1. Title of Project and location.
 - 2. Engineer and Project number.
 - 3. Name and Address of Contractor.
 - 4. Contract designation.

5. Date of submission.
- B. Schedule shall list** the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during the operation.
- C. Identify each line item** with the number and title of the respective Specification Section.
- D. For each major line item** list sub-values of major products or operations under the item.
- E. For the various portions** of the Work:
1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
 2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by the Redevelopment Authority and / or it's Representative.
 - b. The total installed value.
- F. The sum of all values** listed in the schedule shall equal the total Contract Sum.

1.6 SUBSCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a sub-schedule** of unit costs and quantities for:
1. Products on which progress payments will be requested for stored products.
- B. The form of submittal** shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.
- C. The unit quantity** for bulk materials shall include an allowance for normal waste.
- D. The unit values** for the materials shall be broken down into:
1. Cost of the material, delivered and unloaded at the site, with taxes paid.
 2. Copies of invoices for component material shall be included with the payment request in which the material first appears.
 3. Paid invoices shall be provided with the second payment request in which the material appears or no payment shall be allowed and/or may be deleted from the request.
- E. The installed unit value** multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

**PART 2 - PRODUCTS
(NOT USED)**

**PART 3 - EXECUTION
(NOT USED)**

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work":
- B. **This section** specifies procedural requirements for submittals required for performance of the Work, including shop drawings.
- C. **Administrative Submittals.** Refer to other sections and Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits.
 - 2. Applications for payment.
 - 3. Performance and payment bonds.
 - 4. Insurance certificates.
 - 5. List of subcontractors.

1.3 QUALITY ASSURANCE

- A. **Codes and Standards.** Perform all Work to furnish submittals in compliance with applicable requirements of governing agencies having jurisdiction and in accordance with these plans and as specified herein.
- B. **Verification.** The Contractor shall verify the correctness and completeness of all submittals prior to forwarding same to Redevelopment Authority and / or its Representative for review. Contractor shall not make submittals to the Redevelopment Authority and / or its Representative that do not comply with Contract Documents.
- C. **Approval.** Each submittal shall bear the Contractor's approval stamp, signature and date of approval.

1.4 SUBMITTALS

- A. **General.** Provide the following as required by each individual section of the

specifications.

1. Product data.
2. Shop drawings.
3. Samples.
4. Certifications
5. Test reports
6. Other items as specified.

B. **Coordination.** Coordinate preparation and processing of submittals with performance of the Project Activities. Transmit each submittal sufficiently in advance of performance of related activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Redevelopment Authority or their representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
3. Processing. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - a. Allow 2 weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Redevelopment Authority or their representative will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow 2 weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Redevelopment Authority or their representative sufficiently in advance of the Work to permit processing.

C. **Submittal Preparation.** Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4" x 5" on the label or beside the title block on shop drawings to record the Contractor's review and approval markings and the action taken.
2. Include the following information on the label for processing and

recording action taken.

- a. Project name.
- b. Submittal date and revision number, if applicable.
- c. Name and address of Redevelopment Authority or their representative.
- d. Name and address of Contractor.
- e. Name and address of subcontractor.
- f. Name and address of supplier.
- g. Name of manufacturer.
- h. Number and title of appropriate specification section.
- i. Drawing number and detail references, as appropriate.

D. **Submittal Transmittal.** Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Redevelopment Authority or their representative using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
2. Transmittal Form. Use the sample form as supplied by Redevelopment Authority or their representative for transmittal of submittals.

1.5 **JOB CONDITIONS**

Not used.

1.6 **DELIVERY, STORAGE AND HANDLING**

- A. **Storage.** The Contractor shall maintain and make available to the Redevelopment Authority and / or it's Representative, at the job site, a complete file of all approved submittals as part of the project record documents.
- B. **Handling.** All submittals marked "Return for Corrections" shall be corrected as soon as possible by the Contractor, subcontractor, supplier or manufacturer and returned to the Redevelopment Authority or their representative by the Contractor in the same manner as outlined in Paragraph 1.4 - "Submittals".

1.7 **SPECIAL WARRANTY**

Not used.

PART 2 - PRODUCTS

2.1 **SHOP DRAWINGS**

- A. **General.** Submit newly prepared information, drawn to accurate scale. Highlight, encircle or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of shop

drawings. Standard information prepared without specific reference to the project is not considered shop drawings.

B. **Shop drawings** include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Before submission of each shop drawing or sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawing and samples and with the requirements of the Work and the contract documents. Include the following information:

1. Dimensions,
2. Identification of products and materials included,
3. Compliance with specified standards,
4. Notation of coordination requirements,
5. Notation of dimensions established by field measurement,
6. Sheet Size. Except for templates, patterns, and similar full size drawings, submit shop drawings on sheets at least 8 1/2" x 11" but no larger than 36" x 48".
7. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Conditions, the Contractor shall submit to the Redevelopment Authority or their representative for review and approval four (4) copies of all shop drawings. The shop drawings shall bear a stamp or specific written indication that the Contractor has satisfied the Contractor's responsibilities in the contract documents with respect to the review of the submission.
8. At the time of each submission, Contractor shall give Redevelopment Authority or their representative specific written notice of each variation that the shop drawings or samples may have from the requirements of the contract documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted to Redevelopment Authority or their representative for review and approval of each such variation.
9. Do not use shop drawings without an appropriate final stamp indicating action taken in connection with prosecution of the Work.

2.2 PRODUCT DATA

B. **General.** Product data is submittal information that fully describes the item to be incorporated into the Work. Product data shall include but is not necessarily limited to the following:

1. Catalog cut-sheets
2. General descriptive bulletins/brochures/specifications
3. Materials of construction data
4. Finish/treatment data
5. Equipment/material weight/loading data
6. Power/utility requirements

7. Engineering design data, calculations, and system analyses, exclusive of the Contractor's Demolition Plan
8. Digital system documentation
9. Deviations from Contract Documents
10. Other information specifically called for under the sections the project manual shall be included in this category

2.3 PERSONNEL QUALIFICATIONS

- A. **General.** These qualification statements and information pertain to personnel and entities employed in the prosecution of the Work. Where specifically called for by the Contract Documents, qualifications of the following are to be provided:
 1. Contractor's employees,
 2. Manufacturers,
 3. Manufacturer's representatives,
 4. Fabrication/installation subcontractors,
 5. Vendors/suppliers,
 6. Testing/certification laboratories,
 7. Design engineer/technicians,
 8. Other inspectors, installers and training personnel.

- B. **As applicable** or as specified to demonstrate proper qualifications, the following information regarding the proposed personnel or entity shall be provided:
 1. Education/training,
 2. Company employment history,
 3. Experience,
 - b. Similar Work or projects
 - c. Related Work.
 4. References,
 5. Certifications or licenses,
 6. Resources.

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

PART 3 - EXECUTION

3.1 REDEVELOPMENT AUTHORITY OR THEIR REPRESENTATIVE'S ACTION

- A. **General.** Except for submittals for record, information or similar purposes, where action and return is required or requested, the Redevelopment Authority or their representative will review each submittal, mark to indicate action taken and return promptly.

Compliance with specified characteristics is the Contractor's responsibility.

- B. **Action Stamp.** The Redevelopment Authority or its Representative will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be

appropriately marked to indicate the action taken, including, but not limited to:

1. Final Unrestricted Release. Where submittals are marked "Approved" that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
2. Final-But-Restricted Release. When submittals are marked "Approved as Noted", that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
3. Returned for Resubmittal. When submittal is marked "Not Approved", and/or "Revise and Resubmit", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
4. Do not permit submittals marked "Not Approved", and/or "Revise and resubmit" to be used at the project site, or elsewhere where Work is in progress.
5. Reviewed. Owner or Owner's Representative has reviewed the submittal and the Contractor shall supply in accordance with the specifications, plans, and appropriate governing jurisdiction.
6. Other Action. Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

3.2 **DISTRIBUTION.** Based upon the submission of the minimum number of required approved submittals, the Redevelopment Authority or their representative will make the following distribution:

Note: If distributed electronically (email), the required number of approved submittals may vary.

No. of Approved Distribution Submittals

	Submittal	(Minimum)	Redev Author	Contractor
1.	Shop Drawings	4	2	2
2.	Product Data	4	2	2
3.	Personnel Qualification	4	2	2
4.	Operation Training Lesson Plan	4	2	2
5.	Warranties	4	2	2
6.	Installation/Inspection Data	4	2	2
7.	Test Reports	4	2	2

8.	Certification	4	2	2
9.	Project Record Documents	4	2	2
10.	Other	4	2	2

3.3 **SAMPLES FOR TESTS**

- A. **Contractor shall furnish** such samples of material as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Contract Documents.

END OF SECTION

SECTION 01310

SCHEDULES AND REPORTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work":
- B. **This section** specifies administrative and procedural requirements for schedules and reports required for proper performance of the Work.
- C. **Reports** required include:
1. Daily operation reports.
 2. Special reports and record keeping required to meet the requirements of all environmental agencies having jurisdiction over the Project.

1.3 QUALITY ASSURANCE

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

1.4 SUBMITTALS

- A. **Schedules** required include:
1. Preliminary Operation Schedule
 2. Base Line Operation Schedule.
 3. Monthly Updated Operation Schedule
 4. Submittal Schedule
 5. Schedule of Inspections and Tests

1.5 JOB CONDITIONS

Not used

1.6 DELIVERY, STORAGE AND HANDLING

Not used.

- 1.7 **SPECIAL WARRANTY**
Not used.

PART 2 - PRODUCTS
Not applicable.

PART 3 - EXECUTION

3.1 **PRELIMINARY OPERATION SCHEDULE**

- A. **Bar Chart Schedule.** Submit a preliminary horizontal bar chart type Operation Schedule within (7) days of the date established for commencement of the Work. The Operation Schedule shall have precedents and successor logic control
- B. **Submittal Tabulation.** With the submittal of the Preliminary Operation Schedule, shall include a tabulation by date of submittals required during the first (30) days of operation. List those submittals required to maintain orderly progress of the Work, and those required early because of long lead-time.
1. At the Contractor's option, submittal dates may be shown on the schedule, in lieu of being tabulated separately.

3.2 **CONTRACTOR'S OPERATION SCHEDULE**

- A. **Bar Chart Schedule.** Prepare a comprehensive, fully developed, horizontal bar chart type Operation Schedule, based on the Preliminary Operation Schedule and on whatever updating and feedback was received since the start of the Project.
1. Submit the full and final Baseline Operation Schedule within (30) days of the date established for commencement of the Work.
 2. Provide a separate time bar for each significant activity. Except for jobsite mobilization, no item of Work can exceed a duration of (60) days. Provide a continuous vertical line to identify the first working day of each week.
 - a. If practical, use the same breakdown of units of the Work as indicated in the "Schedule of Values".
 - b. The following are minimal guides as to separate significant activities. The Contract may add, delete or amend the guides as determined by the Contractor's Demolition Program:
 1. Mobilization
 2. Permit application Ohio EPA
 3. Permit application local
 4. Asbestos abatement, by geographic location or story
 5. Soil remediation, by geographic location
 6. Environmental hazard abatement, by geographic location or story

7. Building interior demolition, by geographic location or story
 8. Exporting of demolished interior debris
 9. Erection of temporary support systems, by geographic location or story
 10. Building structural demolition, by geographic location or story
 11. Exporting of demolished exterior debris
 12. Pavement demolition, by geographic location
 13. Exporting demolished pavement, by geographic location
 14. Building debris processed to recycled aggregate (RA), if applicable
 15. Placement and compaction of RA and acceptable earthen backfill material , if applicable
 16. Placement of clean acceptable earthen cap, if applicable
 17. Demolition of franchised utilities, by class
 18. Street closure, by geographic location
 19. Soil stabilization, including placement of compacted engineered gravel (ODOT 304), if applicable
 20. Complete in full
3. For significant operation activities that require (60) days or longer to complete, break the activity down to rational segments. As the Work progresses, place a contrasting mark in each bar to indicate actual completion percentage.
 4. Print the schedule in color on a sheet(s), 24" x 36". The schedule shall be prepared using a commercially available computer generated scheduling program. Microsoft *-Project*, or Primavera *Sure Track or P3* or similar software programs are acceptable.
 5. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other portions of the Work; include minor elements involved in the overall sequence of the Work. Show each operation activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
 6. Coordinate the Contractor's Operation Schedule with the schedule of values, list of subcontracts, progress reports, payment requests and other required schedules and reports.
 7. Indicate completion of the Work in advance of the date established for Completion. Indicate Completion on the Schedule to allow ample time for the Redevelopment Authority or their representative's administrative procedures necessary for certifications as may be required by his contract
- B. **Work Stages.** Use crosshatched bars to indicate important stages of operation for each major portion of the Work.

- C. **Area Separations.** Provide a separate time bar to identify each major area of operation for each major portion of the Work. For the purposes of this article, a "major area" is defined as a story of operation, separate buildings or a similar significant operation element.
- D. **Cost Correlation.** Immediately below the date line at the head of the bar chart, provide a two item cost correlation line, indicating both "pre-calculated" and "actual" costs. On the cost correlation line; show the dollar-volume of Work performed as of the same dates used for preparation of payment requests.
- E. **Distribution.** Following the Redevelopment Authority or their representative's response to initial submittal of the Contractor's Baseline Operation Schedule, print and distribute (2) copies to the Redevelopment Authority or their representative, and copies as required for communication with subcontractors, suppliers, fabricators, and other parties required to comply with scheduled dates.
 - 1. Post copies of the schedule in the project meeting room and temporary field office.
 - 2. When revisions are made, distribute the updated schedule to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of Operation activities.
- F. **Schedule Updating.** Revise the schedule monthly, where revisions have been recognized or made. Issue the updated schedule monthly and with the payment application or as may be required by change orders.

3.3 SUBMITTAL SCHEDULE

- A. **Submittal Schedule.** Immediately after development and acceptance of the Contractor's Operation Schedule, prepare a complete Submittal Schedule. Submit the schedule within (7) days of the date required for establishment of the Contractor's Operation Schedule.
 - 1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values and the Operation Schedule.
 - 2. Prepare the schedule in chronological order; include submittals listed on the tabulation of submittals required during the first (30) days of operation. Provide the following information on the schedule:
 - a. Scheduled date for the first submittal.
 - b. Related section number.
 - c. Name of subcontractor.
 - d. Scheduled date for resubmittal.
 - e. Scheduled date the Redevelopment Authority or their representative's final release or approval.
- B. **Distribution.** Following the Redevelopment Authority or their representative's response to initial submittal, print and distribute the Schedule to the

Redevelopment Authority, subcontractors, suppliers, manufacturers of major equipment (> \$25,000) and other parties required to comply with submittal dates indicated.

- C. **Schedule Updating.** Update the schedule when requested by the Redevelopment Authority and redistribute.

3.4 **REPORTS**

- A. **Daily Operation Reports.** Prepare a daily operation report, recording the following information concerning events at the site; and submit duplicate copies to the Redevelopment Authority or their representative with payment applications or upon request:

1. List of subcontractors at the site.
2. Approximate count of personnel at the site.
3. High and low temperatures, general weather conditions.
4. Accidents (refer to accident reports).
5. Meetings and significant decisions.
6. Unusual events (refer to special reports).
7. Stoppages, delays, shortages, losses.
8. Meter readings and similar recordings.
9. Emergency procedures.
10. Orders and requests of governing authorities.
11. Change Orders received, implemented.
12. Services connected, disconnected.
13. Equipment or system tests and start-ups.
14. Partial Completions, occupancies.
15. Substantial Completions authorized.
16. Training activities.

- C. **Field Correction Report.** When the need to take corrective action that requires a departure from the Contract Documents arises, prepare a detailed report including a statement describing the problem and recommended changes. Indicate reasons the Contract Documents cannot be followed. Submit a copy to the Redevelopment Authority or their representative immediately.

END OF SECTION

SECTION 01380

PROJECT PHOTOGRAPHS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work":
- B. **This section** specifies administrative and procedural requirements for:
 - 1. Pre-operation digital photographs.
 - 2. Periodic operation digital photographs
 - 3. Completed project digital photographs

1.3 QUALITY ASSURANCE

- A. **Codes and Standards.** Perform all work in compliance with applicable requirements of governing agencies having jurisdiction and in accordance with these plans and as specified herein.
- B. **Services.** The Contractor shall engage the services of a professional photographer, or the Contractor's staff experienced in providing photographic documentation, acceptable to the Redevelopment Authority.

1.4 SUBMITTALS

- A. **General.** Refer to Section 01300 "Submittals" for general requirements for submitting digital photographs.
- B. **Key Plan.** Submit for approval by the Redevelopment Authority or their representative a key plan of the Project site. Notate view location and direction of photographs.
- C. **Prints and Disks.** Submit digital photographs via email and/or a flash drive (depending on file size), as directed by the Redevelopment Authority.

Submittals shall be directly to the Redevelopment Authority or their representative within (5) days of taking photographs.

All digital photographs shall be submitted without editing, manipulation, and cropping, and with the same aspect ratio as the camera sensor.

- D. **Extra Prints.** When requested by the Redevelopment Authority or their representative, the Contractor shall submit hard copy prints of photographs with distribution as directed by the Redevelopment Authority.
- E. **Usage Rights.** Contractor shall obtain and transfer copyright and/or usage rights from the photographer and/or the Contractor's staff to the Redevelopment Authority; for the Redevelopment Authority's unrestricted use.

1.5 **JOB CONDITIONS**

Not used.

1.6 **DELIVERY, STORAGE AND HANDLING**

Not used.

1.7 **SPECIAL WARRANTY**

Not used.

PART 4 - PRODUCTS

2.1 **PHOTOGRAPHIC COPIES**

- A. **Prints.** Provide digital photographs submitted via email and/or a flash drive (depending on size), as directed by the Redevelopment Authority. Provide hard copy prints of photographs with distribution as directed by the Redevelopment Authority.
- B. **Identification.** The digital photographic recordings shall be prepared with the date digitally stamped on the images. The date information shall contain the month, day and year. Label each hard copy photograph on the front in the bottom margin with project name, and month, day and year. Notate view location and direction on photographs, and indicate photograph location on the key plan.

PART 3 - EXECUTION

3.1 **PREOPERATION PHOTOGRAPHS**

- A. **Timing.** Before starting any operation, take existing condition digital photographs of the site and surrounding properties; from different points of view as shown on the key plan. The photographs recording shall serve as a record of pre-operation conditions
 - 1. At a minimum, take photographs of the existing project site from each direction (North, South, East and West). At each location take a corresponding picture, (180) degree reversed, of the surrounding neighborhood.
 - 2. Take at least (1) aerial photograph.

3. Take photographs of adjacent and potentially affected existing buildings and structures in sufficient detail to record accurately the physical conditions prior to the commencement of operations.

3.2 PERIODIC DIGITAL PHOTOGRAPHIC REQUIREMENTS

- A. **Requirements.** Take Project digital photographs at monthly intervals, coinciding with the cutoff date associated with each application for payment. Submit the photographs per 1.4 SUBMITTALS above. The photographer shall select the vantage points based upon the key map to best show the status of operation and progress since the last photographs were taken. Reverse photographs of the surrounding properties are not required for periodic digital photographic records, unless specific conditions such as damage claims warrant.
- B. **Additional Photographs.** From time to time, the Redevelopment Authority or their representative may issue requests for additional photographs, in addition to periodic photographs specified.
- C. **Post-Completion Photographs.** Include in the final submission of digital photographs, photographs of the completed Project from the same vantage points as the Periodic Digital Photographs.

END OF SECTION

SECTION 01400

QUALITY CONTROL SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work":
- B. **This section** specifies administrative and procedural requirements for quality control services.
- C. **Quality control services** include inspections, tests and related actions including reports, performed by independent agencies, governing authorities and the Contractor. They may include Contract enforcement activities performed by the Redevelopment Authority or their representative.
- D. **Inspection and testing services** are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- E. **Requirements of this section** relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality control requirements for individual activities are specified in the sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - 2. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality control services required by the, Redevelopment Authority, or authorities having jurisdiction are not limited by provisions of this section.

1.3 QUALITY ASSURANCE

- A. **Codes and Standards.** Perform all work in compliance with applicable requirements of governing agencies having jurisdiction and in accordance with

these plans and as specified herein.

- B. **Qualification for Service Agencies.** The Greater Cincinnati Redevelopment Authority (Redevelopment Authority) shall engage inspection and testing service agencies for geotechnical activities, including independent testing laboratories, which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
1. Each independent inspection and testing agency engaged on the project shall be authorized by authorities having jurisdiction to operate in the state in which the project is located.

1.4 **SUBMITTALS (Redevelopment Authority)**

- A. **Reports.** The Redevelopment Authority's testing agency shall submit a certified written report of each inspection, test or similar service, to the Redevelopment Authority or their representative.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 2. Report Data. Written reports of each inspection, test or similar service shall include, at the discretion of the Redevelopment Authority, but not be limited to:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and specification section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretation of the test results.
 - j. Ambient conditions at the time of sample taking and testing.
 - k. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
 - l. Name and signature of laboratory inspector.
 - m. Recommendations on retesting.

1.5 **JOB CONDITIONS**

Not Used

1.6 **DELIVERY, STORAGE AND HANDLING**

Not used.

1.7 **SPECIAL WARRANTY**

Not used.

1.8 RESPONSIBILITIES

- A. **Contractor Responsibilities.** The Contractor shall provide inspections, tests and similar quality control services, specified in individual specification sections and required by governing authorities, except where they are specifically indicated to be the Redevelopment Authority's responsibility, or are provided by another identified entity; these services include those specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the Contract sum.
1. The Redevelopment Authority shall employ and pay an independent agency to perform specified quality control services.
 2. Where the Redevelopment Authority has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor shall engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Redevelopment Authority, unless otherwise agreed in writing with the Redevelopment Authority.
 3. Retesting. The Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, at no cost to the Redevelopment Authority, regardless of whether the original test was the Contractor's responsibility.
 - a. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
 4. Associated Services. The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
 - a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 - d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - e. Security and protection of samples and test equipment at the project site.

- B. **Duties of the Testing Agency.** The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual specification sections shall cooperate with the Redevelopment Authority and / or its Representative and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Redevelopment Authority or their representative and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
 4. The agency shall not perform any duties of the Contractor.
- C. **Coordination.** The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition, the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. **General.** Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching".
- B. **Protection.** Protect construction exposed by or for quality control service activities, and protect repaired construction. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01500

TEMPORARY OPERATION FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work":
- B. **This section** specifies requirements for temporary services and facilities, including utilities, operation and support facilities, security and protection.
- C. **Temporary utilities** required include, but are not limited to:
1. Temporary water service and distribution.
 2. Temporary electric power and light.
 5. Temporary telephone service.
 4. Temporary storm facilities
 5. Temporary sanitary sewer.
- D. **Temporary operation and support facilities** required include, but are not limited to:
1. Temporary roads and paving.
 2. Temporary sanitary facilities, including toilet facilities
 3. Temporary potable water facilities, including drinking water.
 4. Temporary dewatering facilities and drains.
 5. Temporary enclosures, not a part of abatement and remediation processes.
 6. Temporary hoists, lifts, elevators and cranes.
 7. Temporary project identification signs and bulletin boards.
 8. Temporary domestic waste disposal services, not a part of the demolition, abatement and remediation processes.
 9. Temporary rodent and pest control.
 10. Temporary operation aids and miscellaneous services and facilities.
 11. Temporary enclosures and protections required for abatement and remedial processes.
- E. **Security and protection facilities** required include but are not limited to:

1. Temporary fire control, suppression and other protections.
2. Temporary traffic control barricades, warning signs, lights.
3. Temporary and permanent security fence for the site as required.
4. Security systems, including guards.
5. Temporary environmental and erosion control protection, not a part of the abatement and remediation processes.

1.3 QUALITY ASSURANCE

- A. **Codes and Standards.** Perform all work to provide operation facilities in compliance with applicable requirements of governing agencies having jurisdiction and in accordance with these plans and as specified herein.
- B. **Regulations.** Contractor shall comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
 1. Building code requirements.
 2. Health and safety regulations.
 3. Utility company regulations.
 4. Police, fire department and rescue squad rules.
 5. Environmental protection regulations and permitting.
- C. **Standards.** Contractor shall comply with National Fire Protection Association (NFPA) Code 241 "Building Operation and Demolition Operations", American National Standards Institute (ANSI) A10 Series standards for "Safety Requirements for Operation and Demolition," and National Electrical Contractors Association (NECA) Electrical Design Library "Temporary Electrical Facilities".
 1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
 2. Trade Jurisdictions. Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions.
 3. Electrical Service. Comply with National Electrical Manufacturers Association (NEMA), NECA, and Underwriters' Laboratories, Inc. (UL) standards and regulations for temporary electric service. Install service in compliance with National Electric Code NFPA 70.
- D. **Coordination and Inspection.** Contractor shall coordinate temporary facilities with the City. Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Contractor shall obtain required certifications and permits.

1.4 SUBMITTALS

- A. **Temporary Utilities.** Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.
- B. **Fire Prevention and Control.** Contractor shall prepare and submit to the Fire

Department a Pre-Fire Plan. The Contractor shall review the plan with the Fire Department. The Pre-Fire Plan shall be closely coordinate with the Project Schedule and Program Sequencing.

The Contractor shall submit to the Fire Department or review with the Fire Department on a weekly basis, or more often if conditions warrant, the Project Schedule. The weekly review shall include review of Work performed over the last week, changes in access to the building, abandonment of existing fire control equipment such as standpipes, the Work to be performed over the next week, changes in access to occur over the next week, the location of ready to use standpipes, wet or dry and any other information that may affect life safety issues.

1.5 **JOB CONDITIONS**

- A. **Conditions of Use.** The Contractor, upon initiating move in or move on operations shall take complete control of the Project site, including providing security and fire prevention and control. Contractor shall at all times, operate in a safe but efficient manner.

Contractor shall keep temporary services and facilities clean and neat in appearance. Contractor shall not overload temporary facilities. Contractor shall install and or operate temporary facilities in such a manner so as not to allow them to become a hazard or interfere with Project progress. Contractor shall not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the Project.

1.6 **DELIVERY, STORAGE AND HANDLING**

Not used.

1.7 **SPECIAL WARRANTY**

Not used.

1.8 **USE CHARGES**

- A. **General.** Cost or use charges for temporary facilities are not directly chargeable to the City. The Contractor's cost or use charges for temporary services or facilities will not be accepted as a basis of claim for an adjustment in the Contract Sum or Contract Time.
- B. **Water Service.** The Contractor shall pay water service use charges, for water used by all entities engaged in the operational activities at the Project site.
- C. **Electric Power Service.** The Contractor shall pay electric service use charges, for electricity used by all entities engaged in the operational activities at the Project site.
- D. **Sanitary Sewer Service.** The Contractor shall pay sanitary sewer service use charges, for sanitary sewer used by all entities engaged in the operational activities at the Project site.

- E. **Natural Gas Service.** The Contractor shall pay the natural gas use charges, for natural gas used by all entities engaged in the operational activities at the Project site.
- F. **Temporary Facilities.** The cost of providing and using temporary services and facilities, including use charges, is the responsibility of the Contractor and shall be included in the Contract Sums.
- G. **Other entities using temporary services** and facilities include, but are not limited to:
 - 1. Subcontractors.
 - 2. The Redevelopment Authority
 - 3. Occupants of the Project.
 - 4. Any Redevelopment Authority's Representative
 - 5. Testing agencies.
 - 6. Personnel of government agencies.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. **General.** Provide new materials; if acceptable to the Redevelopment Authority and / or its Representative, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- B. **Lumber and Plywood.** Comply with requirements in Division 6 section "Rough Carpentry".
 - 1. For job built temporary offices, shops and sheds within the operation area, provide UL labeled, fire treated lumber and plywood for framing, sheathing and siding.
 - 2. For signs and directory boards, provide exterior type, Grade B-B High Density Concrete Form Overlay Plywood conforming to PS-1, of sizes and thickness indicated.
 - 3. For fences and vision barriers, provide exterior type, minimum 3/8 inch thick plywood.
 - 4. For safety barriers, sidewalk bridges and similar uses, provide minimum 5/8 inch thick exterior plywood.
- C. **Tarpaulins.** Provide waterproof, fire resistant, UL labeled tarpaulins with flame spread rating of 15 or less. For temporary enclosures provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
- D. **Water.** Provide potable water approved by local health authorities. Pipe alignment, access points, sizes and capacities shall be closely coordinated with the Pre-Fire Plan, Project Schedule and Program Sequencing
- E. **Open Mesh Security Fencing.**

1. **Security Fencing for Demolition Area and Staging Area.** Security fencing fabric shall be (11) gauge, galvanized (2) inch, chain link fabric fencing (6) feet high with galvanized steel pipe posts, 1-1/2 inch I.D. for line posts and 2-1/2 inch I.D. for corner posts. All posts shall be firmly supported at the base with concrete blocks and/or firmly set into the surface area a minimum of 18" deep, suitable to withstand pedestrian movement and wind loads. Sand bags will not be allowed for fence base support. Concrete and/or stone material may be required to firmly set posts. If posts are set in existing concrete and/or asphalt surface, core drilling may be required. Any damaged or missing fencing shall be immediately repaired or replaced. All fencing, installation and maintenance shall be acceptable to the Redevelopment Authority.

2.2 EQUIPMENT

- A. **General.** If acceptable to the Redevelopment Authority and / or its Representative, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. **Electrical Outlets.** Provide properly configured NEMA polarized outlets to prevent insertion of 125 volts alternating current (Vac) into higher voltage outlets. Provide receptacle outlets equipped with ground fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
- C. **Electrical Power Cords.** Provide grounded extension cords, no less than 50 feet long; use "hard service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where operation activities are in progress.
- D. **Lamps and Light Fixtures.** Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- E. **Heating Units.** Provide temporary heating units that have been tested and labeled by UL, Factory Mutual (FM) or another recognized trade association related to the type of fuel being consumed.
- F. **Temporary Offices.** Provide prefabricated or mobile units or similar job built operation with lockable entrances, operable windows and serviceable finishes for Contractor use. Provide heated and air conditioned units on foundations adequate for normal loading.
- G. **Temporary Toilet Units.** Provide self-contained single occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

- H. **First Aid Supplies.** Comply with regulations of authorities having jurisdiction.
- I. **Fire Prevention and Control Equipment.** Provide fire prevention and control equipment as may be required by law and code and in close coordination with the Pre-Fire Plan. At the minimum:

Fire Extinguishers. Provide hand carried, portable UL rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand carried, portable, UL rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.

- 6. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

Fire Control Equipment. Provide all necessary temporary pipe work, valves, hoses, taps, standpipes wet or dry, connections and all other appurtenances as may be required by law and code and the Pre-Fire Plan. Closely control and coordinate Fire Control Equipment with the Project Schedule and the Program Sequencing

In the event the Contractor does not provide manned security during non-work hours, the Contractor shall provide the Fire Department with access keys to the secured areas.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. **Use qualified personnel** for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the work. Relocate and modify facilities as required. Coordinate the location of temporary facilities. In coordinate with building code requirements and the Project Schedule.
- B. **Provide each facility** ready for use when needed to avoid delay. Maintain and modify as required. Do not remove a facility until it is no longer needed.

3.2 TEMPORARY UTILITY INSTALLATION

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

adequate for operation. Coordinate with the Pre-Fire Plan and the Project Schedule and Program Sequencing

- C. **Temporary Electric Power Service.** Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during operation period. Include meters, transformers, overload protected disconnects, automatic ground fault interrupters and main distribution switch gear.
 - 1. Except where overhead service must be used, install electric power service underground.
 - 2. Power Distribution System. Install wiring overhead, and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 VAC, 20 ampere rating, and lighting circuits may be nonmetallic-sheathed cable where overhead and exposed for surveillance.

- D. **Temporary Lighting.** Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.
 - 1. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for operations and traffic conditions.

- E. **Temporary Telephones.** Provide temporary telephone service for all personnel engaged in operation activities, throughout the operation period. Install telephone on a separate line for each temporary office and first aid station. Where an office has more than two occupants, install a telephone for each additional occupant or pair of occupants.
 - 1. At each telephone, post a list of important telephone numbers.

- F. **Sanitary Sewer.** Provide temporary connections to the sanitary sewer. If sewers cannot be lawfully used for discharge of sewage, provide containers to remove and dispose of effluent off the site in a lawful manner.
 - 1. Filter out excessive amounts of soil, operation debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before discharge.
 - 2. Connect temporary sewers to the system as directed by the utility officials.
 - 3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.

3.3 TEMPORARY OPERATION AND SUPPORT FACILITIES INSTALLATION

- A. **Locate** field offices, storage sheds, sanitary facilities and other temporary operation and support facilities for easy access.
 - 1. Maintain temporary operation and support facilities until near

Substantial Completion. Remove prior to Substantial Completion.

- B. **Provide incombustible operation** for offices, shops and sheds located within the operation area, or within 30 feet of building lines. Comply with requirements of NFPA 241.
- C. **Temporary Heat.** Provide temporary heat required by operation activities, for curing or drying of completed installations or protection of installed operation from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements, to produce the ambient condition required and minimize consumption of energy.
- D. **Heating Facilities.** Except where use of the permanent system is authorized, provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.
 - 1. Use of gasoline burning space heaters, open flame or salamander type heating units is prohibited.
- E. **Field Office.** Provide insulated, weather-tight temporary office of sufficient size to accommodate required office personnel for the Contractor at the project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices as follows:
 - 1. Furnish with a desk and chairs, a four-drawer file cabinet, plan table and plan rack and a six-shelf bookcase.
 - 2. Equip with a water cooler and private toilet complete with water closet, lavatory and mirror medicine cabinet unit.
 - 3. The Contractor shall provide, either as a part of its field office or as a separate facility, a room of not less than 240 square feet (ft) for project meetings. Furnish the room with a conference table, eight folding chairs and a tack board.
- F. **Storage and Fabrication Sheds.** Install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.
- G. **Temporary Paving.** Construct and maintain temporary roads to support traffic loads during the operation period.
 - 1. Comply with Division 2 for operation and maintenance of temporary paving.
 - 2. Coordinate development of temporary roads with site grading
 - 3. Extend temporary paving in and around the operation area as necessary to accommodate delivery and storage of materials, equipment usage, administration and supervision.
- H. **Sanitary facilities** include temporary toilets, wash facilities and drinking water

fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the project's needs.

1. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
- I. **Toilets.** Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit type privies will not be permitted.
- J. **Wash Facilities.** Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
- K. **Drinking Water Facilities.** Provide containerized tap dispenser bottled water type drinking water units, including paper supply.
1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 degrees Fahrenheit.
- L. **Dewatering Facilities and Drains.** For temporary drainage and dewatering facilities and operations not directly associated with operation activities included under individual sections, comply with dewatering requirements of applicable Division 2 sections. Where feasible, utilize the same facilities. Maintain the site, excavations and operation free of water.
- M. **Temporary Enclosures.** Provide temporary enclosure for protection of operation in progress and completed, from exposure, foul weather, other operation operations and similar activities.
1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
 3. Close openings through floor or roof decks and horizontal surfaces with load bearing wood framed operation.
 4. Where temporary wood or plywood enclosure exceeds 100 square feet in area, use UL labeled fire retardant treated material for framing and main sheathing.
- N. **Temporary Lifts and Hoists.** Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

O. **Temporary Signs.**

1. Engage an experienced sign painter to apply graphics. Comply with details indicated.
2. Prepare signs to provide directional information to operation personnel and visitors.

P. **Collection and Disposal of Waste.** Collect domestic waste from operation areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than (7) days during normal weather or (3) days when the temperature is expected to rise above 80° F. Handle hazardous, dangerous or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

Q. **Stairs.** Provide temporary stairs where ladders are not adequate.

3.4 **SECURITY AND PROTECTION FACILITIES INSTALLATION**

A. **Temporary Fire Protection.** Install and maintain temporary fire protection facilities of the types needed to protect against fire. Comply with NFPA 10 "Standard for Portable Fire Extinguishers", and NFPA 241 "Standard for Safeguarding Operation, Alterations and Demolition Operations." At the minimum:

1. Comply with the Pre-Fire Plan.
2. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
3. Store combustible materials in containers in fire safe locations.
4. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
5. Provide supervision of welding and cutting operations, combustion type temporary heating units and similar sources of fire ignition.

B. **Barricades, Warning Signs and Lights.** Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.

C. **Security Enclosure and Lockup.** Install substantial temporary enclosure of partially completed areas of operation. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.

1. Storage. Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

- D. **Environmental Protection.** Provide protection, operate temporary facilities and conduct operation in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the operation sites.
- E. **Project Security Fencing**
 - 1. Prior to commencing any Work on the Project Site, outside of administrative tasks, inspect and repair existing chain link security fencing (rented by the Owner), and existing perimeter chain link fencing.
 - 2. Contractor shall be responsible for costs of damaged rented fencing, including but not limited to, posts, rails, fabric, anchors and gates. Gates shall be provided at locations convenient to the Contractor and in accordance with life safety requirements as may be set out by law, the permit conditions and the Pre-Fire Plan.
- F. **Project Security.**
 - 1. Contractor is responsible for providing security and control of the Project Site. Contractor shall provide guards and security personnel of sufficient quantity and character to insure the Project is secure at all times. Contractor shall increase security personnel staff/hours if directed by the Redevelopment Authority.
 - 2. Except as may be required by the Operational Processes, gates shall at all times be locked. In the event that the Work requires a gate to be open, the Contractor shall post personnel and or guards to insure only authorized personnel have access to the Project Site.

3.5 OPERATION, TERMINATION AND REMOVAL

- A. **Supervision.** Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. **Maintenance.** Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Protection. Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. **Termination and Removal.** Unless the Redevelopment Authority or their

representative requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent operation that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces and replace operation that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Redevelopment Authority reserves the right to take possession of project identification signs.
2. Remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances, which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.

END OF SECTION

SECTION 01550

MAINTENANCE OF TRAFFIC CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Work Improvement of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work":
- B. **This section specifies** the temporary control of vehicular and pedestrian traffic at and around the Project.

1.3 QUALITY ASSURANCE

- A. **Codes and Regulatory Agencies.** Perform all work to furnish install operate and maintain temporary traffic control for both vehicles and pedestrians in compliance with industry standards and all federal, state, and local codes and regulatory agencies including, but not limited to:
- Building code requirements.
City Ordinances
Hamilton County regulations
ODOT
- B. The Contractor shall not unnecessarily impede or interfere with traffic on public highways or streets. The City will be the sole judge, without recourse by the Contractor, as to what constitutes unnecessary interference with; or hazard to traffic.

1.4 SUBMITTALS

- A. The Contractor shall prepare and submit to the City and Redevelopment Authority for their review and approval, a Maintenance of Traffic Plan (MOT). At the minimum, the MOT shall be in conformance with ODOT 614 Maintaining Traffic, the Manual of Unified Traffic Control Devices (MUTCD) and the City Codes and Ordinances. Contractor shall coordinate their Pre-Fire Plan and their Project Programming with the MOT Plan.
- B. If the Contractor's Project Programming requires the closure of a street, they shall apply to the governing DOT for permission for the street closure. The City shall make a determination of the acceptability of the Contractor's plan to close a

street and under what conditions the street may be closed. If the City determines a street cannot be closed, the Contractor shall reexamine the Project Programming and adjust accordingly.

- C. The Contractor shall coordinate truck routes with the City and/or County, and ODOT. The Contractor shall not place truck traffic in the surrounding residential neighborhoods. Laws and ordinances regarding wheel loads, tarping and truck / trailer size will be strictly enforced. Truck routing and timing shall be a part of the Contractor's Demolition Plan and overall Project Sequencing and Programming.

1.5 JOB CONDITION

- A. **The Project** will take place at 2250 Seymour Avenue, Cincinnati, OH. Refer to Section 01010 "Summary of Work" and Section 01110 "Sequence of Operation" for responsibilities of the Contractor and coordination.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 ERECTION & INSTALLATION

- A. The Contractor shall furnish, install, operate maintain and remove; barricades, barriers, fences, flaggers, warning signs, lights and appurtenances in accordance with the City approved MOT Plan.
- B. The Contractor shall notify the City, the governing department of transportation, the Police and Fire Departments, and/or other required governing agency (4) days prior to initial date of street blocking.
- C. Sidewalks: The Contractor shall maintain pedestrian access and sidewalks around the Project Site. The Contractor's MOT shall address pedestrian traffic and any sidewalk closures and re-routing.
- D. The Contractor shall be responsible for any damage to public sidewalks abutting or adjacent to the Project. The Contractor shall repair or replace any sidewalk section damaged by the Contractor's Work. The cost of repair or replacement shall be considered incidental to the Work.
- E. The cost of preparing and implementing the MOT Plan shall be considered incidental to the Work.
- F. All paving adjacent to the demolition sites, which are not barricaded, shall be cleared of debris and maintained in a broom swept condition during non-working hours.

END OF SECTION

SECTION 01573

STORMWATER POLLUTION PREVENTION PLAN

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. **General.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other related specification sections, apply to work specified in this section.

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work":
- B. **This section** specifies erosion control and stormwater pollution prevention plans during the operation of the Project. Work must be performed by a licensed engineer.

1.3 QUALITY ASSURANCE

- A. **Scheduling.** Demolition, backfilling and/or grading operations shall be scheduled and performed so that temporary seeding and mulching erosion control measures can be performed immediately thereafter.
- B. **Silt Load.** To reduce erosion and siltation impacts, operations that affect intake shall be done only during periods of dry weather and or low flow conditions. Special attention shall be given to dewatering activities to minimize release of silt-laden water into the storm drainage system and or the river / stream system. Sediment free flows shall be released only into storm sewers, stream channels, or other stabilized drainage sources and not onto exposed soils or any other site where flows could cause further erosion. The entire disturbed area shall be immediately restored upon completion of the Work.
- C. **Dust Control.** Dust generation shall be minimized, including wetting down unpaved areas, unprocessed demolition stockpiles, processed recycled aggregate stockpiles, demolition material processing area, and backfilling operations.
- D. **Operation Limits.** Fill material and equipment storage is prohibited within environmentally sensitive areas, including but not limited to areas where cross contamination with demolition materials could occur.
- E. **Conflicts.** In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal or State or local agencies, the more restrictive laws, rules, or regulations shall apply.

- F. **Standards.** All work and materials shall be in conformance with the following standards as referenced herein:
1. ODOT – Ohio Department of Transportation
 2. City of Cincinnati Codes and Ordinances
 3. Hamilton County Regulations

1.4 **SUBMITTALS**

- A. **Erosion Control Plan.** Contractor shall prepare and submit to the Redevelopment Authority and / or its Representative a Stormwater Pollution Prevention Plan for review and comment
- B. **Notice Of Intent.** Prepare and submit a Notice Of Intent To Comply.

1.5 **JOB CONDITIONS**

Not used.

1.6 **DELIVERY, STORAGE AND HANDLING**

Not used.

1.7 **SPECIAL WARRANTY**

Not used.

PART 2- PRODUCTS

2.1 **BARRIERS**

- A. **Straw Bale Barriers (SBB).** SBB are temporary measures using bales of straw to intercept, detain and control sediment and erosion from leaving the Project Site. SBB are generally restricted to the control of overland flow (sheet flow) and small to moderate channels.
1. All bales shall be either wire bound or string tied.
- B. **Sediment Barriers.** Sediment barriers are temporary measures using woven wire or other approved material attached to posts with filter cloth of burlap, plastic filter fabric to intercept, detain and control sediment and erosion from leaving the Project Site. Sediment barriers are generally restricted to the control of overland flow (sheet flow) and small to moderate channels.
1. Materials
 - a. Synthetic filter. fabric shall be a pervious sheet of propylene, nylon, polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

- c. Posts for silt fences shall be either 4-inch diameter wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them.
 - d. Stakes for filter barriers shall be 1" x 2" wood (preferred) or equivalent metal with a minimum length of 3 feet.
 - e. Matting shall be jute, excelsior, or approved equal synthetic material as specified in ODOT Item 671 Erosion Control Mats.
- C. **Temporary Seeding and Mulching.** Temporary seeding and mulching are measures consisting of seeding, mulching, fertilizing and matting used to reduce erosion. All cut and fill slopes including borrow pits shall be seeded and/or mulched where and when necessary to eliminate erosion
- D. **Sediment Structures.** Sediment basins, dams and dikes are prepared storage areas to trap and store sediment from the Project Site and to protect properties and stream channels below or downstream of the disturbed areas from siltation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. The Contractor shall inspect the existing site drainage pattern in order that the most efficient methods of erosion control may be selected through the duration of Project.

3.2 PREPARATION

- A. **General.** The Contractor shall limit the surface area of erodible earth material exposed by the clearing and grubbing, excavation, borrow, and fill operations and provide immediate permanent or temporary control measures to prevent contamination of adjacent streams or other water courses, lakes, ponds, or other areas of water impoundment. Such work will involve the construction of temporary ditch checks, filters, benches, dikes, dams, sediment basins, slope drains and use of temporary mulches, mats, seeding or other control devices or methods necessary to control erosion and sedimentation.
- B. **Permanent Erosion Control.** The Contractor shall incorporate all permanent erosion control features into the project at the earliest practicable time. Except where future operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. This will require the establishing of final grades and application of fertilizer, seeding, and mulching. When directed by the Redevelopment Authority and / or its Representative, the temporary items of fertilizer, seeding, and mulching materials shall be used. No areas where disturbance is completed shall be left for longer than 30 days without, as a minimum, temporary seeding. Temporary control measures will be used when and as directed by the Redevelopment Authority or their representative to correct conditions that develop during the Project that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not

associated with permanent control features on the project. Silt barriers or straw bales shall be maintained until grass has grown.

3.3 **STRAW BALE BARRIERS (SBB)**

A. **Sheet Flow Applications**

1. Bales shall be placed in a single row, lengthwise on the contour, with both ends of adjacent bales tightly abutting one another.
2. Straw bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms of the bales.
3. The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. After the bales are staked and chinked, the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 4 inches against the uphill side of the barrier.
4. Each bale shall be securely anchored by at least two stakes or rebars driven through the bale. The first stake in each bale shall be driven toward the previously laid bale to force the bales together. Stakes or rebars shall be driven deep enough into the ground to securely anchor the bales.
5. The gaps between bales shall be chinked (filled by wedging) with straw to prevent water from escaping between the bales.
6. SBB shall be removed when they have served their usefulness, but not before the upslope areas have been permanently stabilized.

B. **Channel Flow Applications**

1. Bales shall be placed in a single row, lengthwise, oriented perpendicular to the contour, with ends of adjacent bales tightly abutting one another.
2. The remaining steps for installing an SBB for sheet flow applications apply here, with the following addition.
3. The barrier shall be extended to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale to ensure that sediment laden runoff will flow either through or over the barrier but not around it.

C. **Maintenance**

1. SBB shall be inspected immediately after each rainfall and at least daily during prolonged rainfall.
2. Close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales.
3. Necessary repairs to barriers or replacement of bales shall be accomplished promptly.
4. Sediment deposits should be removed after each rainfall. They must be removed when the level of deposition reaches approximately one-half the height of the barrier.

5. Any sediment deposits remaining in place after the SBB is no longer required shall be dressed to conform to the existing grade, prepared and seeded.

3.4 SEDIMENT BARRIERS

- A. **Filter Barriers (FB).** The FB may be constructed using burlap or standard strength synthetic filter fabric. It is designed for low or moderate flows not exceeding 1 cubic feet per second (cfs).
 1. The height of an FB shall be a minimum of 15 inches and shall not exceed 18 inches.
 2. Burlap or standard strength synthetic filter fabric shall be purchased in a continuous roll and cut to the length of the barrier to avoid the use of joints (and thus improve the strength and efficiency of the barrier).
 3. The stakes shall be spaced a maximum of 3 feet apart at the barrier location and driven securely into the ground (minimum of 8 inches).
 4. A trench shall be excavated approximately 4 inches wide and 4 inches deep along the line of stakes and upslope from the barrier.
 5. The filter material shall be stapled to the wooden stakes, and 8 inches of the fabric shall be extended into the trench. Heavy-duty wire staples at least 1/2 inch long shall be used. Filter material shall not be stapled to existing trees.
 6. The trench shall be backfilled and the soil compacted over the filter material.
 7. If an FB is to be constructed across a ditch line or swale, the barrier shall be of sufficient length to eliminate end flow, and the plan configuration shall resemble an arc or horseshoe with the ends oriented upslope.
 8. FB shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.
- B. **Silt Fence (SF).** This SF uses a standard strength or extra strength synthetic filter fabric. It is designed for situations in which only sheet or overland flows are expected. At the minimum SF is required to be installed at or near the base of all security fencing and surrounding all paved areas for demotion.
 1. The height of an SF shall not exceed 36 inches (higher fences may impound volumes of water sufficient to cause failure of the structure).
 2. The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum 6-inch overlap, and securely sealed.
 3. Posts shall be spaced a minimum of 10 feet apart at the barrier location and driven securely into the ground (minimum of 12 inches). When extra strength fabric is used without the wire support fence, post spacing shall not exceed 6 feet.
 4. A trench shall be excavated approximately 4 inches wide and 4 inches deep along the line of posts and upslope from the barrier.

5. When standard strength filter fabric is used, a wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy-duty wire staples at least 1 inch long, tie wires or hog rings. The wire shall extend into the trench a minimum of 2 inches and shall not extend more than 36 inches above the original ground surface.
6. The standard strength filter fabric shall be stapled or wired to the fence, and 8 inches of the fabric shall be extended into the trench. The fabric shall not extend more than 36 inches above the original ground surface. Filter fabric shall not be stapled to existing trees.
7. When extra strength filter fabric and closer post spacing are used, the wire mesh support fence may be eliminated. In such a case, the filter fabric is stapled or wired directly to the posts with all other provisions of item No. 6 applying.
8. The trench shall be backfilled and soil compacted over the filter fabric.
9. SF shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.

C. Maintenance

1. SF and FB shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.
2. Should the fabric on an SF or FB decompose or become ineffective prior to the end of the expected useable life and the barrier is still necessary, the fabric shall be replaced promptly.
3. Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.
4. Any sediment deposits remaining in place after the SF or FB is no longer required, shall be removed and the area graded to meet the existing grade, prepared, and seeded.

3.4 **SEDIMENT BASINS AND DAMS.** Temporary sediment basins and dams shall be constructed in accordance with ODOT Item 601 - Rock Channel Protection, Type C without filter; and as detailed on the drawings.

- A. Maintenance.** Deposited sediment shall be removed when 60 percent of the initial volume has been filled with silt.

3.5 **MATTING.** Matting shall be provided on all final slopes 3:1 or greater and bottom of drainage ditches.

3.6 **STORM DRAIN INLET PROTECTION (IP).** Temporary sediment control must be provided around storm inlets until the tributary drainage area is permanently stabilized. This shall consist of an inlet sediment filter of straw bales and as specified and detailed herein.

- A. Bindings.** Bales shall be set with wire or string tied around sides.

- B. Trench.** The bales shall be entrenched and backfilled. The trench shall be excavated around the inlet to a minimum depth of 4 inches.

- C. **Staking.** Each bale shall be held in place with two stakes or rebars.
 - D. **Voids.** All voids between bales shall be filled with loose straw and wedge between bales to prevent the entry of water.
- 3.7 **TOP SOIL STOCKPILE.** The Contractor shall provide temporary drainage diversion of runoff and erosion control around the topsoil stockpile to control soil erosion and in accordance with ODOT's Standard Construction Drawings and the Construction Plans.

END OF SECTION

SECTION 01710

CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work":
- B. **This section** specifies cleaning requirements during the operation of the Project.

1.3 QUALITY ASSURANCE

- A. **Inspection.** Conduct daily inspections, and more often if necessary, to verify that requirements of cleanliness are being met.
- B. **Codes and Standards.** In addition to the standards described in this section, comply with all pertinent requirements of governmental agencies having jurisdiction and comply with OSHA Housekeeping Standards, Subpart C, Section 1926.25.
- C. **Special Consideration.** Special consideration shall be given to areas of the Project which are subject to abatement and remediation processes, and earthwork activities. Refer the appropriate specifications for requirements in these areas.

1.4 SUBMITTALS

Not used.

1.5 JOB CONDITIONS

- A. **Access.** The Project is adjacent to primary, secondary and residential streets. No garbage and debris will be tolerated on or along the public rights of way, public roads or highway.

1.6 DELIVERY, STORAGE AND HANDLING

Not used.

1.7 SPECIAL WARRANTY

Not used.

PART 2 - PRODUCTS

- 2.1 **CLEANING MATERIALS AND EQUIPMENT.** Provide all required personnel, equipment, and materials needed to maintain the specified standards of cleanliness. Use only the cleaning materials and equipment, which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.
- 2.2 **PROTECTION.** Protect persons, motor vehicles, surrounding surfaces of building and/or area being cleaned, building site, plants and surrounding structures from harm resulting from operations.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. **General.** Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials. Do not allow the accumulation of scrap, debris, waste material, and other items not required for the Work. At least twice each month, completely remove all scrap, debris and waste material from the job site. Comply with OSHA Section 1926-252 of Subpart H or Part 1926, Disposal of Waste Materials. Provide adequate storage for all items awaiting removal from job site, observing all requirements for fire protection and protection of the environment.
- B. **Site.** Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove all such items from the site. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restack, tidy, or otherwise service all arrangements to meet the requirements of Paragraph 3.1.A, of this section. Maintain the site in a neat and orderly condition at all times and comply with OSHA Housekeeping Standards, Subpart C, Section 1926.25.
- C. **Structures.** Comply with OSHA Section 1926-252 of Subpart H of Part 1926. Disposal of Waste Materials.
1. Weekly, and more often if necessary, inspect the structures, pick up all scrap, debris and waste material and remove all such items from the site.
 2. Weekly, and more often if necessary, sweep all interior spaces clean. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and hand held broom, except that vacuum cleaning shall also be employed if dust accumulates on surfaces above floor.
 3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all

equipment and materials required to achieve the required cleanliness.

4. Following the installation of finish floor materials, clean and finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials have been installed. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Redevelopment Authority and / or its Representative, may be damaging to the finish floor material.

3.2 FINAL CLEANING

- A. **Definition.** Except as otherwise specifically provided, "Clean" (for the purpose of this paragraph) shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance materials.
- B. **General.** Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final cleaning as described in Paragraph 3.1 of this section.
- C. **Site.** Unless otherwise specifically directed by the Redevelopment Authority, broom clean all paved areas on the site and all public paved areas directly adjacent to the site. Completely remove all resultant debris.
- D. **Timing.** Schedule final cleaning as reviewed by the Redevelopment Authority and/or its Representative to enable the Redevelopment Authority to accept a completely clean Project.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work".
- B. **This section** specifies administrative and procedural requirements for project record documents.

1.3 QUALITY ASSURANCE

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

1.4 SUBMITTALS

- A. **The Contractor** shall submit project recorded documents prior to final application for payment as follows:
 - 1. The Contractor shall submit one set of the Contract Drawings with each sheet labeled, "Project Record", and updated as specified.
 - 2. The Contractor shall submit one copy of other Contract Documents with the cover labeled, "Project Record" and updated as specified.
 - 3. The Contractor shall submit one copy of each Record Shop Drawing with each sheet labeled, "Project Record" and updated as specified.
- B. **The Contractor** shall include the cost of project record documents in the schedule of values.

1.5 JOB CONDITIONS

Not used.

1.6 DELIVERY, STORAGE AND HANDLING

- A. **Store documents** apart from documentation used for construction in files and racks.

1.7 SPECIAL WARRANTY

Not used.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.1 MAINTENANCE OF DOCUMENTS

- A. **Maintain** in Contractor's field office in clean, dry, legible condition the following: contract drawings, specifications, conforming shop drawings, contract modifications, other modifications of contract, test records, survey data and all other documents pertinent to the Work.
- B. **Provide files and racks** for proper storage and easy access. File in accordance with filing format acceptable to Redevelopment Authority or their representative.
- C. **Make documents available** at all times for inspection by Redevelopment Authority or their representative.
- D. **Project Record Documents** shall not be used for any other purpose and shall not be removed from the Project without Redevelopment Authority or their representative's approval.

3.2 RECORDING PROCEDURE

- A. **Do not permanently conceal** any Work until required information has been recorded and Project Representative has been given sufficient time to observe all work.
- B. **Keep all Project Record Documents** updated to record the operation as actually built or performed and to document all changes and deviations to the Contract Documents. Post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. The Redevelopment Authority or their representative will periodically review Record Documents to assure compliance with this requirement.
- C. **Marking Requirements.**
 - 1. Mark completely and accurately Record Documents of the Contract Documents, shop drawings or other data, whichever is most capable of showing actual final physical condition as installed, performed or built. Where shop drawings are marked, show cross reference on Contract Drawings location. Label each document "Project Record" in printed

- letters.
2. Mark record drawings and shop drawings set with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the work at the same location.
 3. Mark important additional information, which was either shown schematically or omitted from original drawings.
 4. Note Field Order or Change Order numbers, and similar identification.
- D. **Contract Drawings.** Legibly mark the Record Drawing to record actual installed performed or built Work including:
1. Depths of various elements of foundation in relation to datum.
 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 4. Field changes of dimension and detail.
 5. Changes made by Contract Modification, Field Order or Minor Change.
- E. **Specifications.** Legibly mark up each section to record.
1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually incorporated into the work.
 2. Changes made by Contract Modification, Field Order, Minor Change or Design Clarification.

END OF SECTION

**SECTION 02110 – NOT USED
SITE REMEDIATION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. **General.** Drawing and general provisions of the Contract, including General and Special Conditions and other specification sections, apply to work specified in this section.

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work".
- B. **This section specifies** Environmental site remediation and hazard abatement necessary to accommodate the demolition of the buildings and ancillary facilities located on the Project. This section also includes but is not limited to:
1. Removal and disposal of any PCB and mercury containing electrical and mechanical equipment
 2. Removal and disposal of fluorescent tubes
 3. Removal and disposal of electrical, mechanical, heating, ventilation and air conditioning equipment contain fluids and gases that require capturing.
 5. Removal, disposal and remediation of any non-hazardous soils
 6. Removal, disposal and remediation of any hazardous soils

1.3 QUANTITY OF WORK

- A. The quantities of materials and work are not listed. It is the Contractor's responsibility to determine quantities and base their best bid on their estimation for all site remediation and hazard(s) abatement. No additional funds will be paid for quantities in excess of Contractor's determination.
- B. The contractor shall include in their bid proposal, an allowance of thirty-thousand dollars (\$30,000) for soil remediation.

1.4 QUALITY ASSURANCE

- A. **Codes and Standards.** Perform all demolition and disposal work in compliance with applicable requirements of governing agencies, including but not limited

USEPA, OEPA, OHSA, having jurisdiction.

1.5 DISPOSAL OF MATERIALS

- A. All paint that will be affected during the renovation or demolition should be assumed to contain some levels of lead. All work that will disturb lead-containing paint must be accomplished in accordance with OSHA Standard 1926.62. At a minimum, the use of trained workers with the appropriate respiratory protection, personal protective clothing, change areas, biological monitoring, exposure monitoring and hand washing facilities must be followed until exposure levels are determined. Once actual exposure levels have been evaluated, control measures may be adjusted to those specified for the exposure levels that were measured during the project activities represented by the exposure monitoring.
- B. Contractor shall remove and dispose of any PCB and mercury containing electrical and mechanical equipment, ballasts and fluorescent lighting. Ballasts shall be properly transported and disposed at a landfill or other facility that will accept such materials. Fluorescent light tubes in the State of Ohio are not considered a "Universal Waste Lamp", and shall be manifested as hazardous waste. The Contractor shall provide complete and verifiable documentation of the chain of custody from the Project Site to the landfill by the Contractor to receive the mercury or PCB contaminated fluids or oils and or PCB contaminated materials and equipment.
- C. The Contractor shall removal and dispose of any contaminated soil and accompanying liquid wastes identified in the Phase I and / or Phase II Environmental Site Assessment and per Section 1.6 Fuel Oil Underground Storage Tank (UST). These materials shall be properly characterized, transported and disposed of in an appropriately licensed landfill or treatment center that will accept such materials. The Contractor shall identify the landfill(s) or treatment centers to be used for the disposal of the contaminated soil, water or sludges for the Redevelopment Authority's approval prior to transport. The Contractor shall provide complete and verifiable documentation of the chain of custody from the Project Site to the landfill or treatment center by the Contractor to receive the contaminated soils, fluids and sludges. The method for remediation in this area of the property will be through excavation and off-site treatment and/or disposal of the impacted soil.

The Redevelopment Authority will be responsible for delineating possible soil contamination at the site. Should remediation be necessary, the Redevelopment Authority or its representative will provide oversight during all soil remediation activities.

The amount of soil required to be excavated and treated/disposed off-site from these areas is to be determined. Actual quantities of soil to be excavated/removed may vary and will be determined by the Redevelopment Authority or its representative. Contractor shall be responsible for all remedial activities. A general location of potential soil remediation activities are referenced in Appendix 3.

The soils will be excavated and loaded into transport vehicles and transported to a licensed/permitted treatment/disposal facility. Confirmatory samples will be collected by the Redevelopment Authority or its representative from the perimeters

and base of the excavation and sent to a certified analytical laboratory to confirm completion of soil removal activities.

Contractor is required to provide backfilling and subsequent compaction of the excavated areas with fill material. Fill materials must be clean and free of contamination. The Redevelopment Authority or its representative may conduct environmental testing of backfill materials to ensure their appropriateness. Contractor should allow at least three weeks for any testing of backfill materials.

The disposal facility is to provide disposal manifests for each truckload of material. These manifests will be pre-signed by the generator or reference a general soil profile which will be signed by the generator. This is necessary since the generator will not be present on site during all activities to sign the manifests. These manifests must be returned to Redevelopment Authority or its representative on a weekly basis during completion of the project.

Soils must be covered during transport. The material will be transported to the chosen landfill/treatment facility and manifests will be signed by the drivers of the transportation company.

The contractor is responsible for the coordination of identifying the presence of any utilities within the planned excavation areas. The contractor will be required to prevent stormwater runoff as outlined in a Stormwater Pollution Prevention Plan (SWP3) for the project.

Contractor must ensure that all work is accomplished in accordance with the health and safety plan that has been prepared for the site. The contractor is responsible for the health and safety of contractor's personnel on-site. All work is anticipated to be completed in Level D PPE (standard work clothes).

All project personnel expected to come in contact with contaminated soils are required to be OSHA 40 hour HAZWOPER certified per 29 CFR 1910.120. Typically, this includes equipment operators and spotters. Truck drivers are exempted from this requirement as they are expected to be in their cabs while loading and unloading operations are carried out.

- D. There may exist on the Project equipment that contains or is coated with materials that require capturing, containerizing and proper disposal, in accordance with laws and regulations. The Contractor shall properly identify the equipment and characterize the material which requires special removal and disposal. Examples include but are not limited to: coolants and refrigerants. Some equipment may require the flushing of solvents or other methods of removal. The Contractor shall plan the removal process, access, remove, flush if required, containerize and dispose of the identified equipment, materials and solvents. The equipment, materials and solvents shall be, transported and disposed of in an appropriately licensed landfill or at a treatment center that will accept such materials. The Contractor shall identify the landfill(s) or treatment centers to be used for the disposal the equipment, materials and solvents The Contractor shall provide complete and verifiable documentation of the chain of custody from the Project Site to the landfill or treatment center by the Contractor to receive the equipment, materials and solvents.

FUEL OIL UNDERGROUND STORAGE TANK (UST)

The contractor shall supply the necessary labor, materials, and supervision involved with the permitting and removal of the 10,000-gallon fuel oil underground storage tank (UST) associated piping and any support equipment in addition to the permitting of any required remediation of the USTs. Although the heating oil UST is not regulated, the contractor shall be certified to conduct tank removals in Ohio, and all work must be conducted in general accordance with Ohio's Bureau of Underground Storage Tank Regulations (BUSTR), and all applicable Federal, State, and local statutes, codes, regulations and ordinances.

Detailed records should be maintained throughout the project and provided to the environmental consultant for documentation purposes. These records should include, at a minimum, the date of the operation, the methods of product and vapor purging, the amounts of product removed and the method of disposal of any waste liquids including documentation as to final disposition, and any additional information that would be included in a BUSTR Closure report.

Specifically, the Scope of Work (SOW) for the tanks removal will include the following tasks:

1. Obtain permit from City of Cincinnati Fire Department for removal of the tanks. In addition to obtaining the necessary removal permits, the contractor shall make arrangement with local utilities to identify any underground utilities that may be impacted during the tanks removal.
2. Disconnect electric service to the fuel system, and remove wiring and the contacts at the electric panel.
3. Remove as much product and sludge from the tanks as is possible. Saw cut, break, and dispose of the concrete cap above the UST. Drain, flush and remove all product lines, including vent lines. Remove the fill tube from the tank if one is present. Remove excavation backfill to uncover the top of the tank and any product lines. Store excavated backfill material on plastic sheeting and cover such material with the sheeting, berming it to minimize contact with precipitation and eliminate run-off.
4. Remove all flammable or otherwise hazardous vapors from the tanks using a method approved by the local and state fire marshals. The contractor shall observe all applicable safety precautions with regard to the handling of hazardous vapors. Specifically note NFPA 30 (Flammable and Combustible Liquids Code).
5. Remove any existing fuel islands, light poles; vent lines and pollards.
6. Remove the tanks from the excavation. The tanks will be removed from the premises as promptly as possible after being removed from the excavation. If tanks remain on site overnight, or longer, additional vapor space testing will

be conducted and the ventilation process repeated if necessary. All necessary permits, including DOT permits are to be obtained for transport of tank.

The tank should be tagged with the following information (and any other information required by state or local regulations):

- A. Name of product last stored.
 - B. Date tank was removed from service.
 - C. NOT VAPOR FREE
 - D. NOT SUITABLE FOR STORAGE OF FOOD OR LIQUIDS INTENDED FOR HUMAN OR ANIMAL COMSUMPTION
7. Properly dispose of the tanks and all associated piping. Tanks disposal will be in accordance with all state and local regulations. However, the tanks are not to be reused for any purpose. Whether sold to a junk or scrap dealer or disposed of at an acceptable facility, sufficient holes will be made in the tanks to render it useless. A certificate of destruction for the tanks shall be provided to the environmental consultant.
8. Contractor will facilitate the collection of excavation confirmation soil samples by the environmental consultant. A unit rate cost for the transportation and disposal of contaminated soils, liquids and sludge to a properly permitted facility capable of accepting these shall be included in the cost estimate for this project. The proposed disposal facility for contaminated soils, liquids and sludge should also be included in the cost estimate. Unit costs for removal transport and disposal of contaminated water and/or product from the site shall also be included in the proposal.
9. Backfill the excavation after confirmation samples indicates that the remaining soils meet state standards. Placement and compaction of the backfill should be adequate to ensure support of the surface traffic, building or structure. Backfill material can include excavated material as long as the material is not contaminated. Additional backfill material should be granular, free flowing and noncorrosive inert material. Sand, crushed rock or pea gravel is suitable materials. The largest particle size should not be larger than 3/4". Material should be free of debris, rock, ice, snow, organic material, or any other material, which could adversely affect compaction. Unit costs for backfill material shall be included.

1.6 SUBMITTALS

- A. All applicable notices to government agencies are the responsibility of the Contractor. Copies of these notices shall be provided at the time of filing to the Redevelopment Authority and representative.
- B. MSDS and Hazard Communication information shall be provided for all materials brought to or found at the Project by the Contractor. This information shall be provided to the Redevelopment Authority and / or its representative.
- C. For all employees engaged in abatement and remediation tasks, the Contractor

shall submit copies of all training records, notifications, licenses, insurance certificates, employee certifications, respiratory protection, fit-test records, and a copy of the Physician's approval for wearing respiratory protection prior to the start of work. These documents shall be current. Personnel with expired records will not be permitted on the Project Site. If Work involving lead exposures is to be conducted, blood lead testing data shall also be collected and submitted before and after the Project for all exposed employees.

- D. Other Records: The Contractor shall provide to the Redevelopment Authority and / or its Representative duplicate copies of all tare tickets and manifests for all material(s) or equipment requiring manifesting or chain of custody records outlined in subsection (1.5) above. The manifests, tare tickets and or chain of custody records shall be provided to the Redevelopment Authority and / or its Representative on the same day or next working day that the appropriate landfill or treatment center receives the referenced material(s) or equipment. Failure to provide complete and verifiable documentation of the chain of custody from the Project Site to the landfill or treatment center by the Contractor to receive the equipment, materials and solvents, will be cause for the Redevelopment Authority, at its sole discretion and without recourse by the Contractor, to suspend operations on the Project, until the documentation is brought current.
- E. Special Reports:
1. General: Except as otherwise indicated, submit special reports directly to the Certified Professional within one day of occurrence requiring special report, with copy to its Representative and others affected by occurrence.
 2. Report Unusual Events: to the Certified Professional. When an event of unusual and significant nature occurs at the site (examples: failure of pressure differential system, rupture of temporary enclosures), prepare and submit report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise Certified Professional advance at earliest possible date.
 3. Reporting Accidents: Prepare and submit reports to the Redevelopment Authority of significant accidents, at the site and anywhere else Work is in progress. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury, or where work was stopped for over four hours during a scheduled shift.
- F. Pre-Hazard Abatement / Remediation Plan. Contractor will conduct a pre-hazard / abatement/remediation inspection of the proposed Work. Based upon the inspection the Contractor shall prepare and submit a written plan identifying the required work and the process by which the Contractor will abate or remediate the identified hazards outlined in subsection (1.5) above. Submit the pre-hazard abatement/ remediation plan to the Redevelopment Authority and / or its Representative.

1.7 JOB CONDITIONS

- A. Redevelopment Authority assumes no responsibility for the actual condition of the building or materials therein.
- B. Storage or sale of removed items on-site will not be permitted.
- C. Torch burning or mechanical grinding of painted surfaces is not permitted in the building. Torch burning of any kind is prohibited in the building without a permit from the Redevelopment Authority.
- D. Burning of debris on-site is not permitted.
- E. Contractor shall designate a “Competent Individual” with whom safety and other concerns may be noted. The individual shall have the responsibility and authority to direct Contractor’s employees, consultants, suppliers and subcontractors in the correction and or the conduct of the Project.

1.8 AIR MONITORING TESTING AND INSPECTION

- A. General. The Contractor shall be responsible for providing the following as part of this Contract:
 - 1. Contractor shall conduct personal air monitoring of sufficient nature, quantity and frequency to satisfy any applicable regulations or guidelines.
 - 2. The Contractor shall conduct inspections on a regular, as-needed basis of the containment and or work area.
- B. General: If lead abatement operations are conducted, the Contractor will be responsible for providing the following as part of this Contract:
 - 1. Retain an Independent Lead Monitoring Air Monitoring Contractor to conduct personal air monitoring of sufficient nature, quantity and frequency to satisfy the applicable regulations, with at least 25% coverage of workers per shift.
 - 2. Conduct blood lead monitoring prior to commencement, and following, conducting work operations.

1.9 DELIVERY, STORAGE AND HANDLING

Not used.

1.10 SPECIAL WARRANTY

Not used.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 MONITORING OF THE PROJECT

- A. Contractor shall on continuous basis, evaluate building components exposed during demolition and as the Work progresses to detect environmental hazards
- B. Contractor shall on a continuous basis, as required by the approved abatement/remediation plan and law, collect air samples to monitor air quality throughout the course of abatement/remediation work.

3.2 PREPARATION

- A. General: Conduct abatement and remediation activities and remove debris to ensure minimum interference with exterior roads, sidewalks, and other adjacent facilities, and other contractor work areas.

3.3 POLLUTION CONTROLS

- A. Excess water and water from the decontamination unit, if employed on the Project, both for personnel and waste, shall be collected, containerized, and filtered in accordance with local wastewater criteria prior to discharge to the sanitary sewer.
- B. PCB ballasts and mercury containing switch gear shall be removed in their entirety. Spills of fluids from the ballast or switch gear collection will be treated as a PCB or mercury release and shall be cleaned up in compliance with U. S. EPA PCB / Mercury spill cleanup policy.
- C. All Lead Paint removal activities (if any) shall be conducted in a manner compliant with federal, state and local regulations. For the purposes of this specification, all painted material surfaces are assumed to be lead containing.

Torch burning of lead paint or other lead containing fixtures is not permitted. It is anticipated Contractor will remove lead-painted metal items in their entirety (such as demounting the entry doors or other fixtures). However, if removal of lead paint is required to conduct normal demolition or torch cutting, solvent-based or heat-gun stripping of affected areas is required. Activities that create a lead dust or fumes is not be permitted.

For abatement of lead paint containing components where the component is not removed in its entirety:

1. The work area shall be placed under negative pressure using HEPA-equipped fan units.
2. All surfaces, including equipment, inside the work area, as well as duct and

debris, will be HEPA-vacuumed.

3. HEPA-equipped respiratory protection sufficient to protect abatement workers under OSHA lead standards is required to be used (at a minimum, half-face respirator).
 4. Personnel decontamination will be effected under a double suit HEPA-vacuumed protocol.
- D. All fluorescent lighting tubes shall be removed intact, placed into protective containers, such as boxes, and staged for transport off-site to an approved recycling facility as is required under 40 CFR 273.5 (3.07). Breakage of tubes or disposal with other demolition debris is not be permitted.

3.4 ENVIRONMENTAL HAZARD ABATEMENT

- A. PCB Ballasts, Fluorescent Lighting Tubes and Electrical and Mechanical Equipment: The Contractor shall remove ballasts, florescent tubes and electrical and mechanical equipment. The contractor shall test and segregate non-PCB containing equipment from PCB-containing and PCB-contaminated equipment, including but not limited to transformers and switchgear. The Contractor shall containerize, transport to, and dispose at a Redevelopment Authority-approved disposal site. (Non-labeled ballasts will be assumed to contain PCBs.) PCB containing and PCB-contaminated ballasts, electrical and mechanical equipment and will be disposed at a U. S. EPA-approved disposal facility or approved alternative (*e.g.*, resource recovery). Fluorescent lighting tubes will be transported to a Redevelopment Authority approved recycling facility.
- B. Lead Paint: It is anticipated that the Contractor will remove any object coated with lead paint in its entirety without the need for additional cutting or segmenting of the object or fixture. The Contractor shall remove lead paint as necessary to conduct renovations or demolition in a manner that does not create a lead dust or fume. All metal surfaces, such as handrails, stair risers, beams, columns, or structural OSHA lead standard and the OSHA Hazard Communication Standard, in particular those sections relevant to notification, methods, respiratory protection, disposal and hazard communication.
- C. Mercury Electrical and Mechanical Equipment: The Contractor shall test and remove Mercury-containing and Mercury-contaminated electrical and mechanical equipment, including but not limited to transformers and switchgear. The Contractor shall containerize, transport to, and dispose at a Redevelopment Authority-approved disposal site. Mercury -containing and Mercury-contaminated electrical and mechanical equipment and will be disposed at a U. S. EPA-approved disposal facility or approved alternative (*e.g.*, resource recovery).

3.5 DISPOSAL

- A. General: Promptly dispose of demolition debris. Do not allow demolished materials to accumulate on-site. Do not commingle regulated waste streams with

unregulated waste streams. No burning of debris will be permitted on the Project Site.

- B. PCB Disposal: PCB-containing and PCB-contaminated electrical and mechanical equipment, ballasts, oils and contaminated oils shall be disposed of at a U. S. EPA-approved disposal facility or approved alternative (*e.g.*, resource recovery). Fluorescent lighting tubes will be recycled per Section 3.4 above.
- C. Lead Paint Debris: Lead paint containing fixtures will be collected and characterized for disposal purposes using the TCLP method. Disposable equipment used to remove or collect lead paint debris shall also be characterized for disposal purposes. Such equipment may include: brushes, rags, mops and similar equipment. If the material fails the TCLP characterization for hazardous materials, it shall be disposed of in a manner compliant with current regulations.
- D. Mercury Disposal: Mercury-containing and Mercury-contaminated electrical and mechanical equipment shall be disposed of at a U. S. EPA-approved disposal facility or approved alternative (*e.g.*, resource recovery). Fluorescent lighting tubes will be recycled per Section 3.4 above.
- D. Contaminated Soil: Contaminated soil shall be disposed of at USEPA and OEPA approved, landfill(s) or treatment centers authorized to receive such waste.

3.6 **POST ABATEMENT DOCUMENTATION**

- A. Contractor will provide copies of all project documentation, including notifications, records, sign-in sheets, personnel logs, air monitoring results, medical opinions, fit-testing information, signed release sheets, disposal manifests, and any other required documentation to the Redevelopment Authority and / or its Representative for review and inclusion in the Project Records.

END OF SECTION

SECTION 02160

EXCAVATION SUPPORT SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work".
- B. This section specifies shoring, bracing and support systems including, but is not limited to:
 - 1. Shoring bracing and supporting to protect existing structures, streets, walkways, utilities that are to remain insitu during the Project or after the Project is completed.
 - 2. Shoring, bracing and supporting during demolition and backfilling operations to support the existing building structure under both static and dynamic loading conditions, including but not limited to: support of imposed or superimposed loads from uneven loading caused by the demotion process, placement and operation of equipment and demolition spoils.
 - 3. Shoring, bracing and support shall provide protection against collapse, shifting and caving conditions. It is one of the intents of the shoring, bracing and supporting specification to provide for the support of exterior foundation walls and other structural framing members during the demolition process and as may be required by the Contract to remain insitu at the completion of the Project.
 - 4. Inspection and maintenance of shoring, bracing and support during the demolition and backfilling process.
 - 5. Removal to the greatest extent possible shoring, bracing and support systems as required by the Contractor's Demolition Plan.

1.3 QUALITY ASSURANCE

- A. **Codes and Regulatory Agencies.** Perform excavation and backfill work in compliance with all federal, state and local codes and regulatory agencies including but not limited to:

1. OSHA - Occupational Safety and Health Administration.
 2. OSHA 29 Code of Federal Regulations (CFR) Part 1926.650 to .652, Subpart P. Construction Standard for Excavations.
- C. **Shoring, Bracing and Support Engineer.** The Contractor shall retain the services of a qualified structural professional engineer and other consultant(s) registered in the State of Ohio. The engineering consultant(s) shall have demonstrable and verifiable experience in the field of shoring, bracing and support of structures and facilities being demolished. The Contractor's shoring, bracing and support engineer consultant(s) shall inspect the site, provide surveys and examinations as may be required to render a professional opinion; prepare and issue for the Contractor's use; a shoring, bracing and support system design and plan for the Project. The shoring, bracing and support engineer consultant(s) shall lay out, inspect, direct adjustments and redesign shoring, bracing and support systems as conditions warrant to insure the controlled and safe prosecution of the Work. The Contractor's shoring, bracing and support engineering consultants shall coordinate his plan with the Contractor's Demolition Plan.

1.4 SUBMITTALS

- A. **Qualifications** Submit name and experience of the Contractor's shoring, bracing and support engineering consultant(s).
- B. **Data.** Submit Contractor's engineering consultant reports, calculations designs and recommendations as an integral part of the Contractor's Demolition Plan. Do not submit the Contractor's engineering consultant's data, design or recommendations directly to the Redevelopment Authority or their representative.

Should materials be specified by the Contractor's Engineering consultant, the shop submittals shall be included in the Demolition Plan and not submitted directly to the Redevelopment Authority or their representative.

- C. Submit a list along with documentation identifying pavements, facilities, buildings and improvements to the Redevelopment Authority, which the Contractor has identified as having structural integrity problems and which may be adversely affected by the prosecution of the Work.

1.5 JOB CONDITIONS

- A. **Project Photographs and Videographic Record**, take videographic recordings and photographs any existing settlement, cracking of structures, pavements, facilities and other improvements. Do not commence Work until review of properties and facilities that have pre-operation conditions that are or may be determined to be damaged are addressed
- B. **Survey.** The Contractor shall survey adjacent structures, facilities and improvements. Clearly identify benchmarks and record existing elevations. Resurvey from known benchmarks weekly and during critical points of the

Project. Maintain accurate records of surveyed elevations for comparison with original elevations. Promptly notify Redevelopment Authority or its Representative if changes in elevations occur or if cracks, sags, or other damage becomes evident.

1.6 **DELIVERY, STORAGE AND HANDLING**

Not used.

1.7 **SPECIAL WARRANTY**

Not used.

PART 2 - PRODUCTS

2.1 **MATERIALS**

- A. **General.** Provide adequate materials for the designed shoring, bracing and support systems. Materials need not be new, but shall be in serviceable condition.

PART 3 - EXECUTION

- 3.1 **EXAMINATION.** The Contractor and his consultant(s) shall verify conditions at the Project Site. The Contractor's verification shall include, but not be limited to, confirmation of grades, elevations, surface and subsurface soil conditions, structural survey of the Project, and all other pertinent information required for the preparation and implementation of the Contractor's shoring, bracing and support system design.

3.2 **PREPARATION**

- A. **Protection.** The Contractor shall protect existing and structures, including the building structures under demolition, surrounding properties, pavements, facilities and improvements from the uncontrolled or catastrophic collapse of the building(s) under demolition. In addition, the Contractor shall protect from damage the remaining insitu building structure, surrounding properties, pavements, facilities and improvements during installation and removal of shoring, bracing and support systems.

3.3 **SHORING**

- A. **Location.** Wherever shoring and support systems are required by the Contractor's Demolition Plan, locate the systems to clear permanent or remaining structures and or demolition and to permit prosecution of the Work in the area. The Contractor shall provide shoring, and support systems adequately anchored and braced to resist earth lateral pressures, surcharged or hydrostatic pressures and dynamic and unbalanced loadings during demolition and other activities required by the Work.
- B. **Existing Structures.** Shoring and support systems retaining earth on which the

support or stability of existing structures is dependent shall be left in place, only until the backfilling operations can be used to stabilize the existing and or remaining structure. To the greatest possible extent, all shoring and support systems shall be removed as the backfilling operations progress and in accordance with the Contractor' Demolition Plan. It is the intent of the Project to leave only the most exterior walls or foundation, below the nearest public sidewalk as described on other specification sections. To the greatest extent possible, the Contractor's shoring and support systems shall provide for that result.

3.4 BRACING

- A. **Location.** Locate bracing systems to clear columns, floor framing construction, walls, and any other permanent or interim Work and or demolition. If necessary to move a brace, install new bracing prior to removal of original brace.
- B. **Internal Bracing.** Install internal bracing, if required, to prevent spreading or distortion of braced frames.
- C. **Maintenance.** Contractor shall inspect and maintain bracing until structural elements are supported by other bracing or until permanent systems, including backfill are installed that can withstand lateral earth pressures, surcharge and hydrostatic pressures and dynamic or unbalanced loads during demolition and other activities required by the Work.
- D. **Removal.** Remove shoring, bracing and support systems in stages to avoid disturbance to underlying soils and excavation walls, and damage to structures, pavements, facilities and utilities to remain.

3.5 REPAIR/RESTORATION

- A. **Damages.** Repair or replace, as acceptable to the Redevelopment Authority and/or its Representative, adjacent work or structures damaged or displaced through installation, removal or inadequacy of excavation support systems.

END OF SECTION

SECTION 02229

MASS EXCAVATION AND FILL, STORMWATER INFRASTRUCTURE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work".
- B. This section specifies the excavation and fill earthwork at the project site.

1.3 QUALITY ASSURANCE

- A. **Codes and Regulatory Agencies.** Perform excavation and backfill/embankment work in compliance with all federal, state and local codes and regulatory agencies including but not limited to:
 - 1. OSHA - Occupational Safety and Health Administration.
 - a. OSHA 29 Code of Federal Regulations (CFR) Part 1926.650 to .652, Subpart P. Construction Standard for Excavations.
 - 2. State of Ohio EPA.
 - a. OEPA OAC 3745 300-08
 - b. OEPA ORC 3746
- B. **Standards.** All work and materials shall be in conformance with the following standards referenced herein:
 - 1. ASTM - American Society for Testing and Materials.
 - 2. ODOT – Ohio Department of Transportation
 - 3. OEPA OAC 3745-300-08
- C. **Test Laboratory.** The Redevelopment Authority will provide a testing laboratory for geotechnical.

The geotechnical testing laboratory shall determine the compliance of earthen borrow and embankment with OEPA OAC 3745-300-08, gradation, and moisture density relationship of the materials to be used as backfill, including mass fill/embankment.

The geotechnical testing laboratory shall make field moisture and density tests to verify the degree of compaction being obtained. Moisture Density Tests shall be performed at locations and intervals as determined by the Redevelopment Authority's Geotechnical Engineer

- D. **Permits.** The Contractor is responsible for obtaining permits for the earthwork.

1.4 SUBMITTALS

- A. **Product Data.** Submit material data, noting each material source, location, sieve analysis, and other information which will show that the source and supplier are capable of furnishing materials meeting the requirements of these specifications. Submit name and location of all borrow pits.

- B. **Samples**

- 1. Submit samples not less than 1/4 cubic foot for the following:
 - a. Earthen borrow for incorporation as embankment and/or backfill

1.5 JOB CONDITIONS

- A. **Borrow.** The Contractor shall furnish satisfactory material needed from offsite source(s). The volume of borrow shall be sufficient to meet all of the backfill/embankment needs, less the volumes of onsite acceptable backfill materials, including the existing fill material stockpile. The crushed concrete stockpiles are not for backfill/embankment use and are the property of the Redevelopment Authority.

Utilize existing on-site stockpiled fill material (located on the southwest corner of Seymour Ave and Langdon Farm Rd), and import acceptable fill material to meet the proposed grades. All imported fill material is required to have Phase I documentation that the material is acceptable and that no additional testing is recommended. Contractor shall verify the stockpiled material volume for use in preparing their bid. Original building plans from the recently demolished Cincinnati Gardens building are available in the SUPPLEMENTAL INFORMATION section of the Specifications for use in determining building foundations/footers/slabs removed volumes. Backfill of the former building site, including but not limited to, areas of foundations/footers/slabs removals, shall be performed by the Contractor.

1.6 DELIVERY, STORAGE AND HANDLING

- A. **Delivery.** Deliver all earthen borrow and embankment materials to the Project by the Contractor.

- B. **Storage and Handling**

- 1. Storage Stockpile. The existing fill material stockpile is for Contractor use as

backfill/embankment (Contractor to determine quantity). Refer to Appendix 7 – Preliminary Geotechnical Engineering Report and Appendix 8 – Stockpiled Soils Information.

1.7 SPECIAL WARRANTY

Not used.

PART 2 - PRODUCTS

2.1 MATERIALS

A. **Backfill.** Shall exclusively include the following materials:

1. Insitu Soil shall be as follows
 - a. Clean, uncontaminated natural earth materials originating within the Project Site. This shall include pavement base and drainage base materials, and not asphalt pavement.
2. Earthen Borrow Imported from off-site shall be as follows:
 - a. Clean uncontaminated natural earthen materials meeting OEPA OAC 3745-300-08. These materials shall meet the following physical requirements.
 1. Soil. Earth materials, which have resulted from natural processes such as weathering, decay and chemical action. More than 35 percent weight of the grains or particles will pass a No. #200 sieve and have a plasticity index of (4) or more. Material shall be free of aggregate or rock larger than 2 inches in any dimension.
 2. Aggregate Material. Natural mineral aggregate such as gravel, crushed gravel, crushed rock or sand. At least 65 percent by weight of the grains or particles will be retained on a No. #200 sieve. At least 90 percent by weight of the grains or particles shall pass the (2) inch sieve.

PART 3 - EXECUTION

3.1 EXAMINATION

A. **Site Verification.** The Contractor shall verify actual existing conditions and confirm grades, elevations, stockpiles and other pertinent information prior to beginning earthwork operations, except as site exploration.

3.2 PREPARATION

- A. **Protection.** The Contractor shall notify all utilities and adjacent owners of utilities, structures or pavements that may be affected by the Project (48) hours in advance of performing any excavation. The Contractor shall contact Ohio Utilities Protection Service, and/or other similar services as may be required by law, prior to commencement of any excavation.

The Contractor shall use all precautions necessary to prevent damage or interruptions of service of any utility and shall be responsible for all damage to existing structures, utilities, etc. from operations under the Contract. The Contractor shall notify all utilities existing in the area as required by Section 153.64 ORC.

The Contractor shall employ barricades and lanterns, erect and maintain temporary fences and guardrails (per the limits indicated in Appendix 4), and other provisions necessary for the safe and expedient progress of the Work and to safeguard against any damage to life and/or property.

- B. **Drainage.** Contractor shall install operate and maintain dewatering systems to control surface and subsurface water during the prosecution of the Project, in accordance with specifications elsewhere.

3.3 EXCAVATION - GENERAL

- A. **Topsoil.** Remove topsoil and place in a separate stockpile for replacement at approved areas, per the Construction Plans. Excess topsoil quantities shall be disposed of off-site. This cost shall be included in the Contract Price.

- B. **Protection**

1. Excavations. All excavations shall be protected by bracing, sheeting, piling, slope benching or other acceptable means in accordance with OSHA 29 CFR Part 1926.650 to .652, Subpart P. The Contractor shall be responsible for protection of the excavation at all times and in accordance with the Contractor's Plan.
2. Existing Structures. Protect existing structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by the Contractor's operations.
3. Furnish, install, operate, maintain, relocate, and remove markings, warning lights, signs and barricading of excavations occurring as part of the Work.

- C. **Disposal.** All excavated material shall be disposed of as specified herein, unless otherwise shown.

1. Satisfactory Material.
 - a. Excavated materials satisfactory to the Geotechnical Engineer to be

incorporated into the backfill and embankments on the Project, shall be retained in stockpiles and then processed and incorporated into the backfill or directly processed and then incorporated into the backfill.

2. Unsatisfactory Material.

- a. Site materials and/or excavated materials, which are unsatisfactory to the Geotechnical Engineer for backfill and embankment material, shall be disposed of off-site. This cost shall be included in the Contract Price.

3.4 **LAYOUT, DEMOLITION, EXCAVATION, FILL AND STORM SEWER**

A. Layout.

- a. Perform all layout, including all surveying necessary for the scope of work from control points and benchmark elevations.
- b. Confirm the existing topographical information shown on the drawings prior to beginning work at the site and give written notification to the Redevelopment Authority or its representative of any discrepancies. If the Contractor fails to confirm the existing conditions prior to the start of work, they assume full responsibility for any quantity discrepancies.
- c. The Contractor is responsible for locating any underground private and public utilities prior to any excavation; and taking all necessary precautions to avoid damage to all existing utility lines. Any subsequent damage to existing utilities caused in part or wholly due to the Contractor work scope shall be the Contractor's responsibility.
- d. Additional testing required due to increased durations of work caused by the Contractor will be the financial responsibility of the Contractor.

- B. Paved Areas.** Excavate and remove pavement to top of base. Subgrade and drainage base are to remain in-place, except as may be required to be removed for grading. Remove and dispose off-site, asphaltic cement pavement materials (ACP) and Portland Cement Concrete Pavement (PCCP).

C. Mass Excavation and Fill

- a. This project is an import material site. Stockpiled fill material (located on southwest corner of Seymour Ave and Langdon Farm Rd) shall be used. Volume of stockpiled fill material shall be verified by Contractor in determining import quantities. Additional borrow material will be needed. Refer to Appendix 8 – Stockpiled Soils Information.
- b. NOTE: Stockpiled crushed concrete material (located on the southeast corner of Seymour Ave and Langdon Farm Rd) is the property of the Redevelopment Authority. This material will be loaded/removed by others during the Site Work. Contractor shall schedule all activities (asphalt/concrete removal, fill, grading, etc.) in this area to occur later in the project schedule.
- c. Proof roll areas that are cut to sub grade to determine if undercutting of existing soils is required prior placing fill. At minimum, the base bid shall include soil drying methods (air, chemical and/or mechanical) and re-compaction of the upper 12" in any areas and prior to fill placement, as necessary. All fill areas are

the Contractor's responsibility.

- d. Mass fill shall be placed in 8" layers and compacted to 98% standard proctor ASTM density in all fill areas. Correct improperly compacted areas or lifts of soils if soil density tests indicate inadequate compaction.
- e. Provide all benching necessary to build fills on existing slopes.
- f. Provide moisture conditioning including disking, aerating, chemical application and/or adding water as required to existing soils as necessary to achieve proper compaction throughout the project.
- g. Maintain the site in a well-graded condition that will permit free run-off surface water. Contractor shall be responsible for damage caused by water infiltration.
- h. All excavation is unclassified. There will be no extra payment for rock excavation.

D. Storm Sewer

- a. All storm work shown on the Construction Plans shall be included.
- b. Spoils must be properly sealed for drainage. Contractor shall be responsible for damage caused by water infiltration.
- c. All coordination of grades, other subcontractors on site and their work, shall be included.
- d. All rock excavation shall be included.
- e. All gravel backfill at structures shall be included. Include 57 gravel backfill around all catch basins and manholes.

E. Clearing, Topsoil, Vegetation, Demolition.

- a. Clear only the trees, shrubs, grass, vegetation debris, and rubbish of any nature within the construction limits as indicated on Construction Plans.
- b. Strip topsoil and mound for redistribution at areas indicated on the Construction Plans. Remaining topsoil to be removed and disposed of off-site.
- c. Strip all asphalt and concrete within the project limits and dispose of off-site.

F. Spoils.

- a. Excess spoils shall be removed and disposed of off-site.

3.5 BACKFILLING AND GRADING

- A. **Placement.** No material shall be placed covering the Work until such Work has been observed by the Engineer or the Owner's Representative and approved. Where backfill is required on both sides of a foundation or wall, the backfill shall be placed simultaneously on each side
- B. Place backfill materials specified in Part 2 above in lifts as specified below. Before compaction, moisten or aerate each lift as necessary to provide appropriate moisture content. Compact each lift to required percentage of maximum dry density for each area classification. Do not place any lift on surfaces that are muddy or frozen, or contain frost or ice.
- C. Place earthen backfill materials evenly adjacent to structures, piping or conduit to required elevations. Prevent wedging action of backfill against structures by carrying material uniformly around structure to approximately same elevation in each lift. Use care in backfilling of trenches to avoid damage or displacement of piping and conduits. Embankment around conduits and/or pipe shall be in

accordance with the standards of the Owner of the conduit or pipe.

- D. Control all compaction and provide minimum percentage of density specified for each area classification indicated below. Correct improperly compacted areas or lifts of soils if soil density tests indicate inadequate compaction.
- E. Excavation and embankment per plan to +/- .20'. Uniformly grade areas within limits of the Project. Furnish, place and grade topsoil as indicated on the Construction Plans. The top 6" of fill in all other areas shall be clean fill material (not topsoil) placed and compacted per Fill requirements.
- F. **Compact Backfill.** Compact backfill in lifts not to exceed (8) inches loose or (6) compacted. Each uniform lift shall be compacted to 98% standard proctor of maximum the dry density. The moisture content shall be not be more than (1) percentage point below optimum moisture content nor more than (3) percentage points above optimum moisture content.
- G. **Grading.**
 - a. Grade site as shown on plans including adjacent transition areas with uniform levels or slopes between finish elevations.
 - b. Maintain the site in a well-graded condition that will permit free run-off surface water.
 - c. Moisture condition (including disking, aerating, chemical methods or adding water as required), existing soils as necessary to achieve proper compaction throughout the project.
 - d. Seal sub grade with a smooth drum roller at the end of workday when inclement weather is forecast.
 - e. If pond accrues after a weather event, the Contractor will be responsible for all drying remediation of these areas at their expense.
- H. **Erosion Control.**
 - a. All erosion control is part of the Contract, including the maintenance, the removal of erosion controls once vegetation is sufficiently established. As part of the erosion control, construct all temporary grading and erosion control as shown. Include daily rain logs.
 - b. Provide and maintain perimeter silt fence, tree protection and erosion control measures for grading and drainage work while on site.
 - c. Provide any temporary seeding or erosion control on hillsides or slopes to prevent drainage ruts from forming. Any such rutting or erosion will be the responsibility of the Contractor to re-grade and re-seed if needed.
 - d. Erosion control shall be installed with trenching machine to comply with the specifications of all authorities having jurisdiction.
 - e. Erosion control shall be maintained after each rain event and removed at completion of project.
 - f. Remove all erosion controls when vegetation is firmly established.
 - g. Provide temporary standpipe as needed.

3.6 FIELD QUALITY CONTROL

A. Testing

1. The Owner will provide geotechnical testing services to inspect backfill before commencement of the next lift of backfill approximately 1/5,000 square feet.
2. Perform field density or strength tests as follows, in accordance with ASTM D698, D1556 and D2922.
3. The Redevelopment Authority or its representative will review all compaction-testing reports. If, in the opinion of the Redevelopment Authority or its representative, the subgrade or specified compacted materials are found to be below specified density, the Contractor will provide additional compaction and testing at no additional cost to the Redevelopment Authority.
4. Settling. Where settling is measurable or observable during the general project warranty period, remove the surface (pavement, lawn, or other finish), add backfill, compact and replace surface at no cost to the Redevelopment Authority.

END OF SECTION

SECTION 02250

SITE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. **General.** Drawing and general provisions of the Contract, including General and Special Conditions and other specification sections, apply to work specified in this section.

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work demolition and processing of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work".
- B. **This section specifies** the demolition of structures, parking areas, sidewalks, fences, bollards, lighting systems, and all ancillary facilities and items within the project limits. Refer to Construction Plans (Appendix 3).

1.3 QUALITY ASSURANCE

- A. **Codes and Standards.** Perform all demolition and disposal work in compliance with applicable requirements of governing agencies, including OSHA, City of Cincinnati, Hamilton County, or others having jurisdiction, and according to the plans and as specified herein. The Contractor shall be responsible for obtaining all required permits.
- B. Except as may be otherwise provided herein, the method of wrecking, i.e., hand or by power equipment, is not restricted. In all cases, safe and workman-like methods must be employed to protect life and property.

Any violation of safety shall be subject to OSHA regulations, the City of Cincinnati and/or Hamilton County Code and Ordinances, which shall be enforced by the appropriate governing agency.

- C. No pulling of the walls will be permitted except by the approval of the appropriate governing agency. The Contractor shall notify the appropriate governing agency twenty-four hours in advance of his intentions of pulling walls in order that the propriety of the request can be determined.
- D. The Contractor shall comply with all laws, ordinances, and building codes of the City of Cincinnati and/or Hamilton County. Special attention shall be paid to those pertaining to Erection of Barricades; Temporary and Covered Walks; Outrigger Scaffolds, Supporting Streets; Alleys and Abutting Property; Guy Ropes and

Material Hoists; Watchmen; Lights; Removal and Alteration of Temporary Structures; Noises at Night; Debris to be Dampened; Protection of Workmen and Shoring.

- E. The Contractor shall adequately protect the Work, adjacent property, and the public and shall be responsible for any damage and injuries.
- F. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed.
- G. Disposal of all materials shall be in accordance with all federal, state and local ordinances, regulations, laws, rules and codes.

1.4 **PROTECTION OF THE PUBLIC AND PROPERTIES**

- A. Litter and Debris Control.
 - 1. The Contractor shall be responsible for removing any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the Work. Any cost incurred by the Redevelopment Authority in cleaning up any litter or mud shall be charged to the Contractor and be deducted from funds due for the Work.
 - 2. Offsite littering of public or private property shall not be permitted.
 - 3. All domestic or demolition waste materials shall be promptly removed from the Project Site.
 - 4. Debris: Debris shall not be allowed to accumulate on the site. Excess debris and materials shall be removed from the site as the work progresses.
- B. Noise Pollution: All equipment used in conjunction with the Project shall be in good repair and adequately muffled. The Contractor shall comply with any noise pollution requirements of the City.
- C. Dust Control: The Contractor shall comply with applicable air pollution control requirements of the City. The Contractor shall take appropriate actions to minimize atmospheric pollution. The City or other governing authority shall determine what constitutes adequate control of dust. To minimize atmospheric pollution, the Redevelopment Authority and / or its Representative shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:
 - 1. The use of water or chemicals for control of dusts in the demolition of existing structures and other operations.
 - 2. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.

3. Wet down masonry and plaster materials during operations to prevent spread of dust and dirt. Sprinkle debris, and use temporary enclosures as necessary to limit dust to lowest practicable level. Do not use water to the extent of causing flooding, contaminated runoff, or icing.

1.5 RISK OF LOSS

- A. The Contractor shall accept the site in its condition, as of the date of the Bid Opening. The Redevelopment Authority assumes no responsibility for the condition of existing structures and other property within the Project Site, or the condition of the Project, before or after the Bid Opening. No adjustment of Contract Price or allowance for any change in conditions that occur after Notice of Award.

1.6 SUBMITTALS – NOT USED

- A. Demolition of the building structure(s) can induce unstable structural conditions that may result in uncontrolled partial and or complete collapse of the building structure(s). The Contractor shall examine the building structure(s) and all other ancillary facilities. The Contractor, as professional in the field of demolition, shall develop a complete demolition plan based upon sound engineering principals, governing standards of care and law. The Demolition Plan shall govern the controlled demotion of the building(s), including all ancillary demolition such as interior demolition and abatement and remediation processes.

Uncontrolled demolition, partial or complete collapse of the building(s) shall not be allowed to occur.

- B. The Contractor shall employ for his complete and sole benefit any and all professionals, including but not limited to; structural engineers and geotechnical engineers, as may be necessary to study, engineer, develop, implement and monitor the Contractor's Demolition Plan. The Contractor's Demolition Plan shall be closely coordinated with the Pre-Fire Plan and the Contractor's Programming and Sequencing.
- C. The Contractor's Demolition Plan shall be submitted to the Redevelopment Authority for a cursory review. The Redevelopment Authority's cursory review of the Contractor's Demolition Plan shall be for general knowledge of the process of the planned demolition. All control and responsibility of the Contractor's Demolition Plan and the resulting demolition process shall remain with the Contractor until such time as the Project is determined to be Complete in Full as determined by such written notice from the Redevelopment Authority to the Contractor. The Redevelopment Authority assumes no responsibility for the completeness or accuracy of the Contractor's Demolition Plan and or the resulting demolition process.

1.7 DELIVERY, STORAGE AND HANDLING

Not used.

1.8 SPECIAL WARRANTY

Not used.

PART 2 - PRODUCTS

2.1 REDEVELOPMENT AUTHORITY

- A. Title: The legal description of the Project is in the Contract Documents. Upon execution of the Contract for the Work on all or any part of the Project Site, all rights, title, and interest of the Redevelopment Authority in and to the project site shall be deemed to be vested in the Contractor. The Contractor shall not sell or otherwise disburse demolition materials or other site materials while on the Project Site. The Contractor shall prevent the scavenging of materials by third parties.
- B. Land: No property rights, title, or interest of any kind whatsoever, in or to the land or premises upon which such buildings or structures standing or left insitu, is created, assigned, conveyed, granted, or transferred to the Contractor, or any other person or persons, except only the license and right of entry to complete the site work, in strict accordance with the Contract Documents. Contractor shall not use the land or premises, or allow any other party to use the land or premises, for any purpose other than activities in direct support of the Project.

2.2 MATERIAL REDEVELOPMENT AUTHORITY

- A. All existing materials, equipment, machinery and structures not specifically notated to be salvaged to the Redevelopment Authority, to remain insitu, and/or be incorporated into the backfill, shall become the property of the Contractor upon the Commencement of the Project. The date of Project Commencement shall be the date as stated in the written Order to Commence Work.
- B. The Contractor shall carefully remove and salvage to the Redevelopment Authority without damage, items of historical and or symbolic significance discovered at the site. Removal, special handling and care are the responsibility of the Contractor. The Contractor may be required to load salvaged items onto a transport vehicle provided by a third party.
- C. No materials are to remain insitu.
- D. Any floor slabs in the basement areas, and foundation walls/footers that are an integral part of the Contractor's shoring and bracing requirements during the demolition work, can remain until such time as their removal will not adversely affect the surrounding area (e.g. utilities, roadway infrastructure, sidewalks, drives, etc.). Backfilling, at no additional cost, may be required to render their retention structurally unnecessary.
- E. Close coordination of the insitu materials, shoring and bracing and the Contractor's Operational Program is required of the Contractor.

PART 3 - EXECUTION

3.1 UTILITY ABANDONMENT

A. Disconnect and abandon the following utilities:

1. **Sanitary Sewer:** If it is a part of the Contractor's Operational Program, to utilize existing sanitary sewer service laterals for temporary facilities (if allowed and permitted), obtain from the City or Utility the necessary permits and pay the necessary fees and charges. Locate and plug all sewer laterals exiting the Project Site. There may be several sewer laterals. Coordinate with the Utility Owner the location of lateral(s). The use of the sanitary sewer system for any purpose other than the domestic service of temporary facilities is prohibited. As soon as practical, cut, plug and grout the inside of the lateral at the back of sidewalk, and or as directed by the Redevelopment Authority and / or its representative. Locate any abandoned services on the Record Plans.
2. **Potable Water:** If it is a part of the Contractor's Operational Program, to utilize existing potable water for temporary facilities, obtain from the City or Utility the necessary permits and pay the necessary fees and charges. Furnish and install all piping, fitting, valves and meters as may be required for the performance of the Work. There may be several services and laterals. Locate and plug all water services and laterals exiting the Project Site. Coordinate with the Utility Owner the location of services and lateral(s). The water system abandonment shall be performed in close coordination with the Pre-Fire Plan and the Demolition Plan, if required. The use of the potable water facilities for any purpose other than specified in the Pre-Fire Plan, Demotion Plan or for domestic service of temporary facilities is prohibited. As soon as practical, cut, plug or cap and install thrust blocks on the services and laterals. Locate any abandoned water facilities on the Record Drawings.
3. **Storm Drainage Facilities:** If it is a part of the Contractor's Operational Program, to utilize existing drainage facilities for temporary drainage of onsite stormwater, provide all necessary protections and controls as required by other specification sections. There may be several laterals. This may include roof drains cisterns and well. Locate and plug all storm drainage laterals leaving the Project Site. Coordinate with the Utility Owner the location of services and lateral(s). As soon as practical, cut, plug or cap and install thrust blocks on the services and laterals. The use of the storm drainage facilities for any purpose other than specified in the Contract is prohibited. Locate abandoned storms drainage laterals on the Record Plans.
4. **Upon discovery, the Contractor shall notify the Utility Owner of any cisterns found within the Project. The Contractor shall leave open the cistern for inspection by the Utility Owner, except as needed to provide for protection. After inspection by the Utility Owner, the cistern(s) shall be abandoned by removing and demolishing the roof deck. The floor of the cistern shall be fractured a sufficient amount to prevent retention of ground water. The remaining pit shall be backfilled and compacted with fill material as outlined in other specification section of the Contract. The use of the cisterns for any purpose other than**

specified in the Contract is prohibited. Locate abandoned cistern on the Record Plans.

5. **Natural Gas Services:** If it is a part of the Contractor's Operational Program, to utilize existing natural gas lines for temporary facilities, obtain from the Utility Owner and from the City the necessary permits and pay the necessary fees and charges. Furnish and install all piping, fitting, valves and meters as may be required for the performance of the Work. There may be several service laterals. Locate and plug all storm drainage laterals leaving the Project Site. Coordinate with the Utility Owner the location of services and lateral(s). As soon as practical, cut, plug or cap the services and laterals. The use of the natural facilities for any purpose other than specified in the Contract is prohibited. Locate abandoned laterals on the Record Plans.
6. **Electric Services:** If it is a part of the Contractor's Operational Program, to utilize existing electrical service lines for temporary facilities, obtain from the Utility Owner and from the City the necessary permits and pay the necessary fees and charges. Furnish and install all conduits, fitting, conductors, service drops and meters as may be required for the performance of the Work. The Project Site was developed over a number of years. There may be several service drops. Locate and terminate all service drops leaving the Project Site. Coordinate with the Utility Owner the location of services. The electric service abandonment shall be performed in close coordination with the Pre-Fire Plan and the Demolition Plan, if required. As soon as practical, cut and terminate services at the back of sidewalk and or as directed by the Redevelopment Authority and / or its Representative. The use of the natural facilities for any purpose other than specified in the Contract is prohibited. Locate abandoned services on the Record Plans.
7. **Telephone Services:** If it is a part of the Contractor's Operational Program, to utilize existing telephone service lines for temporary facilities, obtain from the Utility Owner and from the City the necessary permits and pay the necessary fees and charges. Furnish and install all conduits, fitting, conductors and service drops as may be required for the performance of the Work. There may be several service drops. Locate and terminate all service drops leaving the Project Site. Coordinate with the Utility Owner the location of services. The telephone service abandonment shall be performed in close coordination with the Pre-Fire Plan and the Demolition Plan. As soon as practical, cut and terminate service laterals per local jurisdiction. The use of the natural facilities for any purpose other than specified in the Contract is prohibited. Locate abandoned services on the Record Plans.
8. **Cable Communication Services:** If it is a part of the Contractor's Operational Program, to utilize existing cable communication service lines for temporary facilities, obtain from the Utility Owner and from the City the necessary permits and pay the necessary fees and charges. Furnish and install all conduits, fitting, conductors and service drops as may be required for the performance of the Work. There may be several service drops. Locate and terminate all service drops leaving the Project Site. Coordinate with the Utility Owner the location of

services. As soon as practical, cut and terminate services. The use of the natural facilities for any purpose other than specified in the Contract is prohibited. Locate abandoned services on the Record Plans.

3.2 VERMIN CONTROL

- A. Contractor shall be responsible for vermin control at the project site.

3.3 DEMOLITION AND SITEWORK

- A. Preliminary. At the start of each Work Day and at the close of the Work Day, search the project site for unauthorized personnel. Remove unauthorized personnel. If necessary, file a police report.
- B. Pavement/Asphalt Demolition
Project sidewalks, driveways, driveway approaches, and parking areas shall be demolished and removed as indicated on the Construction Plans.
- C. Existing stockpiled and broken asphalt material shall be removed from the project site and will not be allowed for use as fill material and/or backfill material.
- D. The stormwater utility shall be demolished and removed as indicated on the Construction Plans (Appendix 3).

END OF SECTION

SECTION 02934

TEMPORARY SEEDING AND MULCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the Site Improvement Work of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work".
- B. **Specification.** This section specifies the seeding and mulching of disturbed areas in accordance with the specifications herein.

1.3 QUALITY ASSURANCE

- A. **Codes and Standards.** Perform all work to provide temporary seeding in compliance with applicable requirements of governing agencies having jurisdiction and according to the drawings and as specified herein.

1.4 SUBMITTALS

- A. **Transmittals.** Furnish samples, manufacturer's product data, test reports and materials certifications as required for materials and mix design.

1.5 JOB CONDITIONS

- A. Not used

1.6 DELIVERY, STORAGE AND HANDLING

Not used.

1.7 SPECIAL WARRANTY

Not used.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. **Fertilizer.** Fertilizer shall be 12-12-12.

- B. **Seed.** Seed shall be oats or rye.
- C. **Mulch**
 - 1. **Straw.** Straw mulch shall be baled wheat or oat straw free of weed seed, sticks or other foreign material.
 - 2. **Wood Cellulose Fiber.** Wood cellulose fiber mulch shall be dyed green and shall not inhibit the growth or germination of the seed.

PART 3 - EXECUTION

3.1 **INSTALLATION**

EROSION CONTROL

- A. The Contractor shall be responsible for all erosion control measures, including temporary seeding and mulching.
- B. **Timing.** The Contractor shall provide temporary seeding and mulching as specified herein. All disturbed areas shall be graded and seeded in accordance with Section 02934 "Temporary Seeding and Mulching", within (7) days of the last disturbance. If after (7) days grading and seeding has not been completed, temporary seeding and mulching shall be completed as specified herein.
- C. **General.** The preparation of a seedbed is not required.
- D. **Fertilizing.** Fertilizer shall be uniformly applied to all areas to be seeded at a rate of 7 pounds per 1,000 square feet.
- E. **Seeding.** Slope matt all 3:1 slopes. All other disturbed areas to be seeded, which will be subject to further disturbance before the project is completed, shall be seeded with a temporary seed mix. Seed and fertilizer shall be covered to a depth of 1/4 inch. A disk, harrow or other suitable equipment shall be used to cover the seed and fertilizer. Seed shall be applied according to the following schedule:

From	To	Kind of	Rate of	Minimum	Minimum
Minimum (Inclusive)	Minimum (Inclusive)	Seed	Seeding	Germination	Purity
			Bushel/Acre		
March 1	August 15	Oats	3	80%	97.5%
August 16	February 28	Rye	3	85%	97.0%
August 16	February 28	Rye	3	85%	97.0%

- F. **Mulching.** Straw mulching material shall be placed evenly over all temporary seeded areas within 48 hours of seeding at a rate of 2 tons per acre. Straw mulching material shall be secured with asphalt emulsion applied at a rate of 60 gallons per ton of mulch or by other approved methods. If weather conditions are prohibitive for the placement of temporary fertilizer and seed, the Redevelopment Authority and/or its Representative may authorize the

application of straw mulching, only, at a rate of 3 tons per acre.

- G. **Irrigation.** Furnish, install, operate, maintain, and remove temporary irrigation systems. Temporary irrigation systems shall provide sufficient water so as to insure a (6) inch stand of grass, with not less than 75% coverage at the completion of the Project. Payment of water fees and charges shall be included in the Contract Price.

END OF SECTION

SECTION 13280 – NOT USED

ASBESTOS-ABATEMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. **General.** Drawing and general provisions of the Contract, including General and Special Conditions and other specification sections, apply to the Work specified in this section.
- B. **Asbestos Survey Report** for 2250 Seymour Avenue identifies general locations of confirmed asbestos-containing materials (ACM). The report identifies the ACM by type, general location and quantity for each building area. The quantities listed may not be all inclusive, as additional materials not specifically identified may exist and may be encountered during demolition.
- C. **Suspect ACMS Sampling**
 - 1. The Pre-Demolition Asbestos Evaluation dated July 11, 2016 is incorporated into the specifications by reference (Appendix 1)
 - 2. Suspect ACM at the property includes, but is not necessarily limited to, pipe insulation, suspending ceiling tiles, transite panels, floor tiles and mastic, acoustical ceiling plaster, duct insulation, tank insulation, breaching insulation, exterior building materials and other miscellaneous materials. All suspect ACM samples were analyzed by Pinnacle Environmental Consultants Laboratory of Cincinnati, Ohio by the polarized light microscopy (PLM) and dispersion staining method.
- D. **General Identification**
 - 1. The general locations of ACM materials are identified within the July 11, 2016 Pre-Demolition Asbestos Evaluation, with sample locations and area identifiers indicated on drawings therein.
 - 2. *The quantities of asbestos-containing materials (ACMs) are estimates only. It is the responsibility of the Contractor to determine quantities and base their best bid on their estimation for the removal and disposal of all ACMs. No additional funds will be paid for quantities in excess of Contractor's determination or those indicated in the asbestos inspection report.*

1.2 DESCRIPTION OF WORK

- A. **General.** The Contractor shall provide all superintendence, labor, materials, tools, equipment, technologies, specialized techniques and all other appurtenances necessary to provide for the demolition and processing of 2250 Seymour Avenue and ancillary facilities as outlined in Section 01010 "Summary of Work".

- B. This section includes the following:
 - 1. Identification and removal of various materials that contain or may contain asbestos fibers as part of the demolition of existing structures.
 - 2. Disposal of all confirmed ACM.

1.3 QUALITY ASSURANCE

A. Codes and Regulations

- 1. This section sets forth governmental regulations and industry standards, which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Redevelopment Authority and that either must be applied for and received, or must be given to governmental agencies before start of work.
- 2. Part 1.3 of this section sets forth governmental regulations and industry standards, which are included and incorporated herein by reference and made a part of this specification.
- 3. Part 3.4 of this section also sets forth those notices and permits which are known to the Redevelopment Authority and that must be applied for and received, or must be given to governmental agencies before the start of the Work.

B. General Applicability of Codes, Regulations and Standards

- 1. Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.

C. Contractor Responsibility

- 1. The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state and local regulations pertaining to work practices, hauling, disposal and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.
- 2. The Contractor shall provide a “competent person” on-site during all asbestos containing removal and disposal activities as required.
- 3. The Contractor shall provide pre-commencement medical examinations and shall maintain the recommencement medical records of personnel as required by the applicable federal, state and local regulations.

4. The Contractor shall defend and hold harmless the Redevelopment Authority and Redevelopment Authority's Representatives, Agents and Consultants from the failure of the Contractor, their subcontractors, agents and consultants to comply with any applicable safety, health, or other codified laws, regulations and or standards of care; as they may relate to the performance of the Work.

D. **Federal requirements which govern asbestos** hazard abatement work shall include, but are not limited to:

1. U.S. Department of Labor, Occupational Safety & Health Administration (OSHA) including, but not limited to:

- a. Occupational Exposure to Asbestos; Final Rules; 29 Code of Federal Regulations (CFR) 1926.1101 and 29 CFR 1926.58.
- b. *Respirator Protection*; 29 CFR 1926.1101 and 29 CFR 1910.1001.
- c. Construction Industry; 29 CFR 1926.
- d. Access to Employee Exposure and Medical Records; 29 CFR 1926.1101.
- e. Hazard Communication; 29 CFR 1926.1101.
- f. Specifications for Accident Prevention Signs and Tags; 29 CFR 1926.1101.

2. U.S. Environmental Protection Agency (EPA) including, but not limited to:

- a. National Emission Standard for Hazardous Air Pollutants; 40 CFR 61 Subpart A.
- b. National Emission Standard for Hazardous Air Pollutants Amendments to Asbestos Standard; 40 CFR 61 Subpart M.
- c. National Requirements: Reportable Quantity Adjustments; 40 CFR 763.117 and 40 CFR 763.302.
- d. Asbestos-Containing Materials in Schools Final Rule and Notice; 40 CFR 763 Subpart E.

E. **State requirements which govern asbestos** abatement work include, but are not limited to:

1. Ohio Department of Health (ODH), Asbestos Hazard Abatement Rules, Chapter 3701-34, Ohio Administrative Code, Amended March 3, 1988.

A.5 **SUBMITTALS**

A. The Contractor shall identify a "Competent Person" for the Project. It is the responsibility of the Contractor's "Competent Person" to identify any additional ACMs not identified in the Inspection Report and to deal with the removal and disposal of these materials in accordance with this Section of the specifications Pre-Abatement Submittals.

B. Pre-Abatement Submittal. The Contractor shall submit to the Redevelopment Authority's or it's Representative (1) week prior to the start of the Work.

Submittals shall include the following: supervisor certification(s); notifications to government agencies; work plan detailing utility hook-ups and location of waste storage; and emergency phone number where Contractor can be reached (24) hours a day.

- C. Post-Abatement Submittal. Post-abatement submittals shall be submitted to the Redevelopment Authority's or it's Representative no later than (2) weeks after substantial completion. Submittals shall include the following: original landfill receipts; waste hauler's manifest; Contractor's log of air samples; daily logs; asbestos abatement plans showing final quantities abated.

1.5 JOB CONDITIONS

Not used

1.6 DELIVERY, STORAGE AND HANDLING

Not used.

1.7 SPECIAL WARRANTY

Not used.

PART 2 – PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.1 WORK PRACTICES – *Work Practices are provided as minimum project requirements and do not exempt the Contractor from conducting all Work in full accordance with applicable Regulations and Standards.*

A. Respiratory Protection

- 1. At a minimum, a half-face respirator shall be used for the following activities:
 - a. Construction of containment.
 - b. Pre-cleaning activities.
 - c. Load-out activities outside of work area.

B. Use of Water

- 1. Contractor may provide a shower on-site, with hot and cold water.
- 2. Excess water and water from the decontamination unit, if employed on the Project, both for personnel and waste, shall be collected, containerized, and filtered in accordance with local wastewater criteria prior to discharge to the sanitary sewer.
- 3. ACM will be adequately wetted during all removal activities.

C. Work Area Isolation

1. Only 6-mil polyethylene shall be used on the abatement for the Project.
2. Work Area Enclosures. Work area enclosures shall remain intact for the duration of the abatement work. Work area enclosures and methods shall include, but are not limited to, the following: interior critical barriers – all interior wall penetrations and cracks shall be covered with 6-mil polyethylene. All doors within 20 feet of the work area shall be covered with 6-mil polyethylene, and proper warning signs shall be posted.

D. Removal of ACM

1. The Contractor shall use amended water during asbestos removal operations. ACM shall be thoroughly wetted prior to and during removal and shall be wetted during bagging/wrapping operations. No dry brushing, sweeping, or cleaning of asbestos or ACMs shall occur.
2. The work area shall be kept free of unnecessary equipment, supplies and debris. All contaminated materials shall be promptly bagged and removed from the work area according to established removal methods.
3. The Contractor shall not allow ACM to stockpile. Wrapped ACM shall not accumulate within the work area. No contaminated materials are to be stored except in a sealed, secure, temporary storage trailer.

E. Disposal of ACM

1. All ACM must be disposed of in approved containers.
2. All ACM wastes are to be removed from the structure and properly disposed of in a timely fashion.
3. All ACM bagged wastes will be labeled, counted by Contractor, and entered into daily logs.
4. ACM must be covered during the storage and transportation phases of the work.
5. All ACM must be disposed of at a licensed asbestos disposal landfill.
6. Proper documentation of all ACM wastes generated as a result of the Project must be delivered in a timely fashion.
7. Copies of shipping manifests and chain of custody documentation shall be submitted to the Redevelopment Authority or its representative.

F. Disposal Containers

1. Disposal containers shall be suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site.

2. All container(s) with asbestos waste will be stored inside the work site fence until such time as the container is moved to the disposal site.
3. The containers shall be labeled in accordance with OSHA, EPA and DOT regulations.

G. Cleaning of Work Area

1. High-efficiency particulate air (HEPA) filters and pre-filters shall be inspected by the Contractor on a daily basis. This includes filters on air filtration devices and HEPA-equipped vacuum cleaners. All vacuums in the work area must have and maintain HEPA attributes.
2. Disposable cloths are to be used for final cleaning procedures. Cloths are to be used only once and disposed of as asbestos-containing.

3.2 WORK PROCEDURES – MONITORING and INSPECTIONS

A. Air Monitoring Required by OSHA Regulations

1. The Contractor must perform air monitoring in the work area to comply with OSHA regulations for his employees.
2. It is the Contractor's responsibility to furnish install operate and maintain all air-monitoring equipment. The Contractor shall bear all costs in connection with air sampling and reporting under this section.
3. A complete log of all air samples and results shall be submitted to the Redevelopment Authority's Representative at the completion of the project.

B. Redevelopment Authority's Inspection

1. The Redevelopment Authority or its representative may conduct daily or periodic inspections regarding work area isolation structures, decontamination facilities, and protective coverings; worker protection program; Contractor's air-monitoring program; proper performance of asbestos hazard abatement work including work area preparation and isolation, stripping, removal, encapsulation, and disposal; conformance with State of Ohio EPA, OSHA, Department of Transportation (DOT), and other regulations; and conformance with these specifications. The Redevelopment Authority's inspections do not relieve the Contractor of any responsibility for the protection and performance of the Work.

C. Personnel and Facility Protection

1. Protective Instruction. The Contractor shall provide decontamination and work procedures to be followed by the workers.

2. Protective Clothing. The Contractor shall comply with OSHA regulations for protective clothing. The Contractor shall at all times, have sufficient supplies of protective clothing and supplies needed for the proper entrance/exit from the work area. Additional protective clothing is to be on site for use by the Redevelopment Authority's or its Representative and local, state or federal inspectors that may be on site.
3. Hygiene Facilities and Practices. The Contractor shall comply with OSHA regulations concerning hygiene facilities and practices. Daily inspection and disinfecting of decontamination facilities shall be provided by the Contractor.
4. Facility Security.
 - a. The Contractor shall comply with OSHA and EPA regulations concerning signage and labeling. All entrances to the work areas shall be clearly labeled to prevent accidental entrance to a regulated area. Labeling shall include signs, stickers and flagging as appropriate to prevent unauthorized entry to the work site.
 - b. All exterior doors to the facility will be locked and secured during non-work hours.
5. Safety Rules. The Contractor safety requirements shall be a part of the Contractor's responsibilities.

D. Execution of Abatement Program

1. The sequence of execution for each work area shall be as follows:
 - a. Prepare work area.
 - b. Establish load out area
 - c. Pre-clean all equipment and piping before abatement of Thermal System Insulated piping.
 - d. Remove ACMs.
 - e. Remove and dispose of the contaminated waste generated by work area preparation and removal activities.
 - f. Decontaminate work area and clean site.
 - g. Visual final clearance inspection.
 - h. Run clearance air samples.
 - i. Punch-out project.

E. Storage of Asbestos-Containing Waste

1. Asbestos-containing waste materials, properly labeled and bagged, must be stored in a secure storage container out of the work area but inside property fence. Appropriate disposal containers for storage and transportation shall be furnished by the Contractor.

F. Final Clearance/Cleaning Procedures

1. The following cleanup sequence shall be utilized for this asbestos removal project.
 - a. Gross Removal Inspection. A visual inspection of all surfaces previously containing ACM. The Contractor's head supervisor shall accompany the Redevelopment Authority or its Representative on the visual inspection. No debris shall remain.
 - b. Cleaning Inspection. A visual inspection of work area to ensure that all surfaces are clean and free of debris may also be conducted by the Redevelopment Authority or its representative. All ACMs must be visually non-detectable. Contractor's head supervisor must accompany the Redevelopment Authority or its Representative.
 - c. Final Air Sampling. The Owner's Representative may perform final air sampling to determine if air within abatement area meets final clearance standard of 0.01 fibers/cc. Air sampling results shall be reviewed by the Redevelopment Authority or its representative. However, final air sampling is not required in the event of demolition of the entire building.
 - d. Work Area Material Removal. Upon completion of the visual inspection verifying that the ACMs are removed and disposed by procedures that meet specifications, the Contractor shall remove all polyethylene barriers, equipment, air filtration devices, and any supplies or materials from the work area.

3.3 RECORDS AND DOCUMENTS

A. The following documents shall be maintained as follows:

SUBMITTAL TRACKING FORM

Document	Pre-Abatement	Post-Abatement	Date Submitted	Date Approved
Worker Qualification Form	X			
Asbestos Disposal Form		X		
Ohio Department of Health Notification	X			
Ohio EPA Notification	X			
Fire Department Notification	X			
Material Safety Data Sheets (MSDSs)	X			
Abatement License	X			
Supervisor Certifications	X			

Detailed Work Plan	X			
Project Schedule	X			
Emergency Contact List	X			
Air Sample Data		X		
Daily Logs		X		
Daily Checklists		X		
Disposal Manifests		X		

3.4 NOTIFICATION

A. Notification shall be performed as follows:

1. Contractor is responsible for submitting appropriate notification demolition permits and fees at least 30 days prior to starting abatement activities.
2. ODH and Ohio EPA notifications must be submitted to the appropriate agency office at least 10 working days prior to the initiation of the removal of ACM or demolition of the building.
3. Copies of Notification Forms and permit fee checks are to be submitted to the Redevelopment Authority or its Representative prior to mobilizing on-site.

3.5 REMOVAL PROCEDURES

A. Removal of Identified ACM

1. The general locations of identified ACM are indicated within the January 27, 2016 Asbestos Survey Report. All ACMs have not been identified in the report. The Contractor is responsible for identification and removal of all ACM.
2. No cutting, sawing, or grinding of any ACM shall be performed.
3. The Contractor shall properly prepare and dispose of all removed ACM per Part 3.1.E and 3.1.F of this section.

B. Verification of removal of ACM

1. The Contractor shall inform the Redevelopment Authority or its Representative upon completion of the ACM abatement as appropriate prior to and during building demolition.
2. The Redevelopment Authority or its Representative shall inspect all ACM abatement locations within each building and verify the removal of identified ACM as appropriate prior to and during building demolition.

END OF SECTION

APPENDICES

- 1. Phase I Environmental Site Assessment for 2250 Seymour Avenue completed by Apex Companies – March 3, 2016**
- 2. Phase II Environmental Site Assessment for 2250 Seymour Avenue completed by Apex Companies – June 22, 2016**
- 3. Site Work Package – Construction Plans (CD101 – CD105) Final For Construction completed by IDE – March 27, 2017**
- 4. Security Fence Plan – Existing security fencing provided by the Owner for Contractor use.**
- 5. Greater Cincinnati Redevelopment Authority Economic Inclusion Policy**
- 6. Sample AIA Form**
- 7. Preliminary Geotechnical Engineering Report completed by IDE – November 28, 2016**
- 8. Stockpiled Soils Information – Alt & Witzig Engineering**

SUPPLEMENTAL INFORMATION

- 1. ALTA Survey for 2250 Seymour Avenue completed by IDE – June 30, 2016**
- 2. Original Building Plans**