

ITB 273C909408 – Volume 2A

Specifications / Scope of Work

All work shall be performed, and materials furnished in accordance with the following specifications:

Attached

- (1) Alternates (Additive Bid Items (ABI))
- (2) City of Cincinnati Standard Specification: No. 4-1-25. August 31, 2025.
- (3) City of Cincinnati Standard Specification: Demo 4-49-99

Linked

- (4) Detailed Specifications/Scope of Work:  [2025 Sinton Renovation](#)
- (5) Latest edition of the Ohio Department of Transportation Construction and Material Specifications and the City of Cincinnati Supplement thereto available in the Engineering Division Permit and License Center, Room 410 City Hall, Cincinnati, Ohio 45202 Phone 352-3463. [ODOT Supplement \(2019\)](#)

SECTION 012300 – ALTERNATES (ADDITIVE BID ITEMS (ABI))

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates (Additive Bid Items (ABI)).

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
- B. Additive Bid Item (ABI): An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be **added to** the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

Alternate No. 1 – Pre-Engineered Metal Building (PEMB) Structures

1. Base Bid: Construct the building utilizing post-frame (pole barn) construction methods as required by Section 01 11 00 "Summary of Work" to provide a new pole barn storage facility. Exterior cladding
2. Alternate Scope: In lieu of base bid post-frame construction, provide all labor, materials, engineering, and equipment required to design, fabricate, and erect a Pre-Engineered Metal (PEMB) system for the new Sinton Auxiliary Building (Alternate 1a) and Biochar Building (Alternate 1b)
3. System Requirements: PEMB must provide a completely clear span matching the dimensions of the base bid. Structural frames must be engineered, hot-rolled or cold-formed steel shapes.
4. Cladding and Openings Integration: Provide heavy-duty commercial steel panels (minimum 26-gauge PBR roof and wall profiles) over steel purlins and girts. Modify structural framing trims and flashings to interface seamlessly with components specified in Section 07 62 00 "Sheet Metal Flashing and Trim", Section 08 11 13 "Hollow Metal Doors and Frames", and Section 08 36 13 "Sectional Doors".
5. Foundation Changes: Revised engineering, concrete anchor bolts, reinforced concrete piers, and continuous grade beams required to support the rigid frame reactions of the PEMB shall be included in this alternate price, completely replacing the base bid post-frame embedded post foundation.
6. Engineering and Coordination: Alternate price shall include stamped structural calculations and shop drawings prepared and sealed by a professional engineer licensed in the State of Ohio.

Alternate No. 2 – PV Array Solar Panel System

1. Base Bid: No photovoltaic (PV) system is included in the Base Bid. Base bid work shall include all infrastructure indicated in the Contract Documents necessary to provide a solar-ready building.
2. Alternate Scope: Provide all labor, materials, equipment, engineering, permitting, utility coordination, testing, commissioning, training, warranties, and related incidental work required for a complete and operational roof-mounted photovoltaic (PV) solar power generation system as indicated on drawing Sheet A110A - Roof Plan - PV Layout.

Alternate No. 3 – Phased Construction and Temporary Owner Occupancy

1. Base Bid: Construct the Project in accordance with the Contract Documents without maintaining continuous occupancy of the existing Sinton Garage and Auxiliary Building 1 during construction.
2. Alternate Scope: Provide all labor, materials, supervision, temporary facilities, protection measures, utility modifications, sequencing, coordination, and extended general conditions required to maintain Owner occupancy and operation of the existing Sinton Garage and Auxiliary Building 1 while constructing the Biochar Building, Auxiliary Building 2, and associated site improvements serving the rear portion of the site.
3. Requirements:
 - (a) Maintain continuous Owner occupancy and operation of the existing Sinton Garage and Auxiliary Building 1 during construction of the Biochar Building, Auxiliary Building 2, and associated site infrastructure.
 - (b) Provide temporary access, utility services, fencing, barriers, traffic control, signage, and other measures necessary to maintain safe operations while construction is underway.
 - (c) Coordinate construction activities to minimize disruption to Owner operations and maintain emergency vehicle access at all times.
 - (d) Include all costs associated with phased construction, additional mobilizations, temporary facilities and controls, utility relocations, project measures, sequencing restrictions, and extended project duration.
4. Schedule: The Alternate Price shall include all costs associated with any increase in Contract Time required to complete the Work under the phased construction approach. Bidders shall indicate the number of additional calendar days required beyond the Base Bid contract time to complete the Work under this phased construction approach.

END OF SECTION 012300

CITY OF CINCINNATI

SPECIFICATION NO. 4-1-25

DIVISION OF PURCHASING

APRIL 01, 1999

REVISED: AUGUST 31, 2025

STANDARD SPECIFICATION

TITLE: GENERAL CONDITIONS
PERTAINING TO BUILDING & STRUCTURE
CONSTRUCTION

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1. DEFINITIONS

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change, the Bidding Documents or the Contract Documents.

Architect or Architect/Engineer: The Architect, Engineer, or City Engineer. These terms are interchangeable and mean any of the above or their authorized representative.

Assigned Subcontractor: Successful bidder on a branch of work, whose obligations to the City are transferred to another Contractor. The bidder then becomes an Assigned Subcontractor to do work under the supervision of the other Contractor.

Bidding Documents: Notice to bidders or advertisements, if any, instructions to bidders, other bidding information and requirements, bidding forms and attachments, contract and bond forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids.

City Inspector: The City's representative authorized to make inspections of the Work and contract performance.

City or Owner: The City of Cincinnati acting through the designated representative of the City Manager, or independent board or commission and the head of the department or division under whose direction the work is being performed.

Contract Documents: These consist of the Bidding Requirements, Contract forms, Conditions of the Contract, the Construction Progress Schedule, the Specification, the Drawings, all Addenda, accepted Alternates and all Change Orders, Field Orders, and other documents incorporated in the Contract issued subsequent thereto.

Contractor: Organization identified as such in the Contract, means the Contractor, its Subcontractors, and its authorized representative.

Correction: Identical with Addenda.

Day: A calendar day.

Drawings: The Drawings which show the character and scope of the work to be performed and which have been prepared or approved by Architect/Engineer and are referred to in the Contract Documents.

1. DEFINITIONS (Continued)

Final Completion: Degree of completion at which time the Project as a whole is turned over for full use to the City and all work is completed in compliance with the Contract Documents.

Provide: To furnish and install; Furnish means to deliver F.O. B. Jobsite; Install means to unload, tally, hoist, distribute, and set in place.

Specifications: Those portions of the Contract Documents consisting of Written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor: Person or organization that has a contract with the Contractor or another subcontractor to perform a portion of the work included in the Contract who prior to such performance received the written approval of the City.

Submittals: Shop Drawings, Product Data, Samples and similar required information which pertains to the workmanship, materials or equipment to be incorporated in any portion of the work.

Shop Drawings: Are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

Product Data: Are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work.

Samples: Are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the work for which submittals are required, the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

1. DEFINITIONS (Continued)

Substantial Completion: The date of the "Certificate of Substantial Completion" issued by the Architect/Engineer when construction is sufficiently complete in accordance with the Contract Documents, so that the City may occupy the work or designated portion thereof for the use for which it is intended.

Supplier: Source of material that is permanently incorporated in the work.

Work: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work is the result of performing services, furnishing labor and providing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

2. FORMS

Form numbers refer to forms issued by the City of Cincinnati, Division of Purchasing. Copies are available upon request from the City department administering the Contract.

3. EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS, ETC.

By executing the bid/contract documents, the Bidder/Contractor represents that it has examined all drawings and data mentioned in the specifications, contract or proposal, and has visited the site, familiarized itself with the local conditions under which the work is to be performed, taken its own measurements, and correlated its observations with the requirements of the Bid/Contract Documents.

No plea of ignorance of conditions that exist or of conditions or difficulties that maybe encountered in the execution of the work under this Contract, as a result of a failure to make the necessary examination and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all of the requirements of the Contract Documents.

4. U L APPROVAL

Where plans or specifications require the approval of Underwriters' Laboratories, Inc., the UL seal or listing of Underwriters' Laboratories, Inc. will be accepted as evidence of conformance with this requirement.

4. U L APPROVAL (Continued)

In lieu of the label or listing, the Bidder/Contractor may submit independent proof satisfactory to the code enforcement agency that his assembled unit conforms to the published standards, including methods of test, of Underwriters' Laboratories, Inc.

5. USE OF AIA CONDITIONS

This specification includes certain conditions, which are found in The American Institute of Architects Document A201, "General Conditions of the Contract for Construction".

No other AIA conditions, than those included herein, shall be applicable.

6. CONTRACTUAL RELATIONSHIP

Nothing contained herein shall be deemed to create any contractual relationship between the Contractor or the Architect/Engineer nor shall anything contained herein be deemed to give any third party any claim or right of action against the City or the Architect /Engineer which does not otherwise exist without regard to the Contract.

7. CORRELATION & INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings.

8. PAYMENT FOR PERMITS, CERTIFICATES

Unless otherwise specified, the City shall obtain the Building Permit at the City's own expense.

All other permits and certificates which may be required to complete the work shall be secured by each Contractor at each Contractor's own expense, unless otherwise specifically provided.

9. LAWS TO BE OBSERVED

The contractor at all times shall observe, and comply with all Federal, and State Laws, and Cincinnati Municipal Code, Ordinances, and regulations, in any manner affecting the work.

The contractor shall not proceed with or finish any work, even though same is called for in the plans and specifications, if it is contrary to any of the laws aforementioned, but shall notify the Architect/Engineer of such conflict.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, and regulations, and without such notice to the Architect/Engineer, it shall assume full responsibility therefore and shall bear all costs.

10. SAFETY - ACCIDENT PREVENTION

10.1 Adherence to all requirements

The Contractor agrees that the prevention of accidents to the general public, the City representatives and workmen engaged upon or in the vicinity of the work is the Contractor's responsibility, and that precautions shall be exercised at all times for the safety and protection of persons and property.

The Contractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the work, including among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder.

When so ordered, the Contractor shall stop any part of the work which the City deems unsafe until corrective measures satisfactory to the City have been taken, and the Contractor agrees that it shall not have nor make any claim for damages growing out of such stoppages.

Should the Contractor neglect to take such corrective measures, the City may do so at the cost and expense of the City and may deduct the cost thereof from any payments due or to become due to the contractor. Failure on the part of the City to stop unsafe practices shall in no way relieve the Contractor of the Contractor's responsibility therefore.

10.2 Occupational Safety and Health Act (OSHA)

The Contractor warrants and agrees that the work will be performed in compliance with all OSHA and EPA requirements and further agrees to indemnify and hold harmless the City and the Architect from any and all claims, fines, levies, suits, actions, and judgments of every nature and description brought against the Contractor which arise out of the failure of the Contractor, its employees, and agents to comply with OSHA and EPA safety requirements.

10.3 Safety Devices

The Contractor shall keep safety devices in good working order and shall fully protect the workmen, the general public, and representatives of the City and Architect/Engineer.

10.4 Site Plan

Contractor shall file with the Architect/Engineer prior to the Pre-Construction meeting a site-specific Safety Plan, which at a minimum shall:

1. Designate and name key personnel and alternates responsible for site safety along with means of contacting these personnel at all times.
2. Identify hazard(s) associated with each project operation (please use Description of Scope of Work in bid document as referenced).
3. Confirm that all personnel working on the project are adequately trained to perform their job responsibilities and to handle the specified hazardous situations associated with the project.
4. Describe the protective clothing and equipment to be worn by personnel during various site operations.
5. Reference procedure(s) or process(es) that will be employed to abate or minimize hazards that have been identified. Example: Eye Injury - PPE (goggles, face shield, etc.); Fall - Fall Protection (tie off, guard rail, etc.); Falling Objects - hard hat; Electric Shock - PPE, lock out/tag).

10.4 Site Plan (Continued)

6. Describe any site-specific medical surveillance requirements (hazardous waste or material sites only).
7. Describe the program for periodic air monitoring, personnel monitoring, and environmental sampling, if needed (hazardous waste or material sites only).
8. Describe the actions to be taken to mitigate existing hazards (e.g., containment of contaminated material) to render the work environment less hazardous.
9. Define site control measures and include a site map.
10. Establish decontamination procedures for personnel and equipment (hazardous waste or material sites only).
11. Set forth the site's Standard Operating Procedures (SOPs). SOPs are those activities that can be standardized and where a checklist can be used. The procedures should be:

Prepared in advance.

Based on the best available information, operational principles, and technical guidance.

Field-tested by qualified health and safety professionals and revised as appropriate.

Appropriate to the types of risk at that site.

Formulated to be easy to understand and practice.

Provided in writing to all site personnel who should be briefed on their use.

Included in training programs for site personnel.

Set forth a Contingency Plan for safe and effective response to emergencies.

In addition, any safety information or documentation, which is required under law to be filed with any state or federal agency, shall also be supplied to the Architect. A copy of the Site Safety Plan shall, at all times, be present at the work site.

11. ARCHITECT/ENGINEER AND CITY INSPECTORS

The Architect/Engineer shall review shop drawings, mockups, material samples, and other submissions prepared and submitted by the Contractors, manufacturers or suppliers on the Project and request revisions or approve submissions in accordance with the Contract Documents.

The City or its authorized representatives shall at all times have unrestricted access to all parts of the Work and other places at and in which the preparation of the materials and the construction of the different parts of the Work to be done under the Contract are carried on and conducted, and shall be given by the Contractor all facilities and assistance required to carry out their work.

No charge shall be made for unavoidable delay of the Work due to inspection and testing and while lines and levels are being given.

The Architect/Engineer or City Inspector shall have no authority to permit any deviation from the plans and specifications except on the written order of the City, and the Contractor will be liable for any deviation except on such written order.

The Architect/Engineer will make periodic visits to the site to familiarize themselves generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents.

The operation of the Contractor shall not require the Architect/Engineer to make exhaustive or continuous onsite inspections to check the quality or quantity of the Work.

12. BEFORE STARTING WORK

Before any work is started the contractor shall notify the City of the methods and procedures intended to be used and no work shall be started until these methods are to the complete satisfaction of the City and a written notice to proceed has been issued.

This review is for general compliance with the Contract Documents.

Contractor shall notify the City Inspector no later than 48 hours prior to the time the Contractor intends to start or resume work on the job, so the City Inspector may be present.

13. SUPERVISION AND CONSTRUCTION PROCEDURES

The Contractor shall supervise and direct the work, using skill and attention.

The Contractor shall determine the construction means, methods, techniques, sequences and procedures.

The Contractor shall be responsible for coordinating all portions of the Work under the Contract.

14. CONTRACTOR'S SUPERINTENDENT

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the work site during the progress of the Work.

The Contractor's superintendent shall not be changed without the consent of the City.

The Contractor's superintendent shall represent the Contractor and communications with the Superintendent shall be as binding as if given to the Contractor.

15. LOCAL HEADQUARTER

Upon commencement of the Work the Contractor must establish and maintain a local area headquarters where the Contractor can be readily reached by local telephone service and by the United States Postal Service.

16. WORKERS

16.1 Skilled Workers

None but workers experienced and skilled in the particular work assigned to them shall be employed on the different parts of the work and no workmanship that is not first class in every respect will be accepted by the City.

16.2 Incompetent Workers

Any person employed by the Contractor or by any Subcontractor who, in the opinion of the Architect/Engineer does not perform his or her work in a proper and skillful manner or is intemperate or disorderly shall, at the written order of the Architect/Engineer, be removed forthwith by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the person who made the order.

16.2 Incompetent Workers (Continued)

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Architect/Engineer may withhold all payments, which are or may become due, or may suspend the work by written notice until the Contractor complies with such orders.

16.3 Avoidance of Disruptive Situations

The Contractor shall not employ persons, means, materials or equipment which may cause strikes, work stoppages or any disturbances by workers employed by the Contractor as a result of the Contractor violating any labor agreement to which it is legally bound. The Contractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes to which it is legally bound which may be in effect either nationally or in the locality in which the work is being done and that it shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this paragraph shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes.

Should the Contractor fail to carry out or comply with any of the foregoing provisions, the City shall have the right, in addition to any other rights and remedies provided by this contract or the other contract documents or by law. after three (3) days written notice mailed or delivered to the last known address of the contractor, to terminate this contract or any part thereof or the employment of the contractor for all or any portion of the work, and, for the purpose of completing the work, to enter upon the premises and take possession, in the same manner, to the same extent and upon the same terms and conditions as set forth in Section 37, Failure to Prosecute work.

17. **SUBCONTRACTORS**

The Contractor, as soon as practicable after the award of a Contract, shall complete Subcontractor Approval Form 208 and submit to the City for acceptance for all Subcontractors proposed for any portions of the work.

The City shall promptly notify the contractor in writing if the City or the Architect/Engineer, after due investigation to and does not approve any subcontractor. The contractor shall not enter into a subcontract until after the City has approved the subcontractors by use of Form Purch 208.

17. SUBCONTRACTORS (Continued)

The contractor's request to the City for the approval of any proposed subcontractor shall be accompanied by a written statement containing such information as the City may require, including but not limited to, experience, ability, responsibility, references, compliance with law, and any other criteria pertinent to the work of the proposed subcontractor and the scope of the subcontract.

The contractor shall be fully responsible to the City for the acts and omissions of all subcontractors, and of persons either directly or indirectly employed by subcontractors, as the contractor is for the acts and omissions of persons directly employed the contractor.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the City.

Nothing contained in the contract shall create any contractual relations between any subcontractor and the Architect/Engineer or the City.

Rental of equipment either with or without an operator in connection with the performance of the work under this contract shall not be considered subcontracting if the contractor maintains full supervision and control over its operation and the operator's wages.

Whether the contract is sublet or whether hired equipment is engaged under this contract, it shall be the contractor's responsibility to fulfill all the terms of the contract and provide satisfactory evidence that the prevailing wage rates are being paid to all personnel engaged on the site, whether his own, those of a subcontractor, or anyone directly or indirectly employed by either the contractor or subcontractor.

Contractor shall provide five (5) days notice to the City of its intent to rent equipment, providing information regarding said equipment and its operators as the City may require.

18. ASSIGNMENTS

The contractor shall not assign the work or any part thereof, without the previous written consent of the City, and will not assign, by power of attorney or otherwise, any of the monies payable under this contract, unless by and with the consent of the City.

18. ASSIGNMENTS (Continued)

The Contractor further agrees that no right under this contract, nor to any monies due or to become due hereunder, shall be asserted in any manner against the City or any person or persons acting under it, by reason of any so called such assignment shall have been authorized by written consent of the City.

Assignments shall be executed in triplicate on Form No. 29.

19. EXECUTION OF WORK

The work shall be executed strictly according to the drawings and specifications referred to in the Bid and contract documents and such explanations and supplementary drawings, Architect/Engineer approved shop drawings, and physical samples as may become necessary.

In case of ambiguities or inconsistencies within the contract documents, specific details and descriptions will govern over general details and description.

To assure the proper execution of the work, the contractor shall verify all dimensions as shown on drawings and take all measurements at the work site and be responsible for their use in preparing shop drawings and the assembly of material.

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in drawings or specifications, the explanation of the City shall be final and binding on the contract.

Any correction, of an error or omission in Drawings or specifications, may be made by the City when such correction is necessary for the proper fulfillment of their intention.

Submittals

The contractor shall review, approve, and submit to the Architect/Engineer shop drawings, product data, samples, and similar submittals required by the contract documents in such sequence as to cause no delay in the work or in the activities of the City or of separate contractors. Submittals made by the contractor which are not required by the contract documents may be returned without action.

The Architect/Engineer will review or take other appropriate action on the contractor's submittals, but only for the purpose of checking for conformance with information given and the design concept expressed in the contract documents.

Submittals (Continued)

No portion of work requiring contractors or subcontractors to submit shop drawings or samples shall be commenced until the submission has been reviewed by the Architect/Engineer.

The contractor shall not be relieved of responsibility for deviations from requirements of the contract documents by the Architect's/Engineer's approval of shop drawings, product data, samples or similar submittals unless the contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and the Architect/Engineer has given written authorization to the specific deviation. The contractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Architect's/Engineer's review thereof.

20. CONSTRUCTION NOTICE

Interpretation of contract documents or minor changes in the work not involving changes in contract price or contract time shall be issued by the City or Architect in writing, as construction notice and shall be executed by the contractor promptly.

21. WORK CHANGE NOTICE

21.1 Determining Costs

Any changes to the contract documents involving changes in contract price and/or contract time shall be processed as follows:

The contractor shall submit a written proposal, with a complete itemized breakdown, detailed to show quantities and unit costs of material, labor hours and labor costs per hour, to the City's acceptance using one of the City's acceptance using one of the following methods:

1. By adding or deducting an amount utilizing unit prices as stated previously in the contract, or subsequently to be agreed upon by the City and the contractor.

21.1 Determining Costs (Continued)

2. By adding: (1) The actual net cost to the contractor of labor in accordance with the established rates, including required union benefits, premiums, the amounts the contractor is required to pay for workers compensation, liability insurance and payroll taxes on such labor; (2) The actual cost to the contractor of materials and equipment and such other direct costs as determined by the City (THE CITY'S DETERMINATION OF WHAT CONSTITUTES A DIRECT COST SHALL BE FINAL.), less all savings, discounts, rebates and credits; (3) An allowance of 15% for overhead and profit on items (1) and (2) above. The contractor will be allowed 5 percent mark-up or the lesser percent specified as an assignment fee amount in the contract only, on all subcontractor's quotations. In such case, the contractor shall keep and present, in such form as the City may prescribe, and itemized accounting together with the appropriate supporting data.

The amount of credit to be allowed by the contractor to the City for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.

The definition of net actual cost, the 15 percent for overhead and profit and the allowance of 5 percent mark-up on the lesser percent specified as an assignment fee amount in the contract on all subcontractor's quotations shall apply to the contractor's subcontractor and their subcontractors.

Following award of the contract, the contractor, its subcontractors and their subcontractors, shall provide a detailed breakdown of labor rates, union benefits and premium percentages that the contractor, its subcontractors and their subcontractors are required to pay for worker's compensation, liability insurance, payroll taxes, and any other payroll expense, for each superintendent, foreman, journeyman and apprentice.

The labor rates, union benefits and premium percentages will be adjusted throughout the project for additional work providing proper documentation is presented to the City.

21.2 Disagreement over Value of Work

Should the City and contractor be unable to agree as to the value of the work to be added, deleted or revised, the contractor shall proceed with the work promptly under the written order of the City from which order the stated value of work shall be omitted. In the case of omitted work, the City shall have the right to withhold from payments due or to become due to the contractor an amount which in the City's opinion is equal to the total value of such work until such time as the value thereof is determined by agreement.

Should additional drawings and specifications be required for contract modifications, the Architect/Engineer shall provide the details and specifications to the contractor with a request for a proposal from the contractor. The contractor shall submit proposal as outlined above.

If the contractor's price proposal is accepted, the City shall prepare a written work change notice for the contractor's execution and for the Architect's/Engineer's and City's approval, modifying the contract documents. If the contractor's price proposal is rejected, the City shall instruct the contractor, in writing, to resubmit a revised price proposal and also to proceed with the construction modifications. Negotiation on revision order price disagreements shall proceed simultaneously with the implementation of the construction modification. After agreement on a price proposal has been reached, the City shall issue a written work change notice modifying the contract documents.

21.3 Change Order

The written work change notice order shall be signed by the contractor, Architect/Engineer and City, and submitted to the Administrating Agency.

A change order will be issued by the City Department or Division and submitted to Division of Purchasing.

22. PROTECTION OF WORK

The contractor shall adequately protect the work, adjacent property, the work of other contractors, and the public, and shall be responsible for any damage or injury due to the contractor's act or neglect.

22. PROTECTION OF WORK (Continued)

The contractor shall be entirely responsible for all work, apparatus, equipment and appurtenances provided by the contractor in connection with this work, until date of final acceptance, and special care shall be taken to protect against vandalism, theft, and accidental damage, all parts hereof in such manner as may be necessary or as directed.

Any damage done to the contractor's work or the work of others shall be corrected by the contractor at the contractor's own expense.

23. TRANSPORTATION AND PROTECTION OF EQUIPMENT AND MATERIALS

The contractor shall furnish all transportation for equipment and materials, and shall be fully responsible for its safe transport and storage at the site, including taking whatever measures are necessary for the protection and security of equipment and materials.

The contractor, in making or ordering shipments, shall not consign or have consigned materials, equipment or any other items in the name of the Architect/Engineer or of the City. Neither the City nor the Architect/Engineer are under any obligation to make payment for charges on shipments made by or to the contractor.

24. NEW MATERIALS

The contractor warrants to the City and the Architect/Engineer that all materials and equipment furnished under the contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City or Architect/Engineer, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

25. CONTRACTOR'S ACCEPTANCE OF OTHER'S WORK

If any part of the contractor's work depends upon the work of any other separate contractor, the contractor shall inspect and promptly report, in writing, to the Architect/Engineer any apparent discrepancies or defects in such work that render it unsuitable for the contractor to proceed.

25. CONTRACTOR'S ACCEPTANCE OF OTHER'S WORK (Continued)

Failure of the contractor to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive its work, except as to defects which may develop in the other separate contractor's work after the execution of the contractor's work.

26. CUTTING, PATCHING

The contractor shall be responsible for cutting, fitting or patching required to complete the work or to make its parts fit together properly.

The contractor shall not damage or endanger a portion of the work or fully or partially completed construction of the City or separate contractors by cutting, patching, excavation or otherwise altering such construction. The contractor shall not cut or otherwise alter such construction by the City or a separate contractor except with written consent of the City and of such separate contractor; such consent shall not be unreasonably withheld.

The contractor shall not unreasonably withhold from the City or a separate contractor the contractor's consent to cutting or otherwise altering the work. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

27. PRIORITY OF WORK

Any function of the City relative to the health, safety, or welfare of the public shall take priority, and the contractor shall schedule the work accordingly.

28. SANITARY REGULATIONS

Adequate sanitary measures as conditions may require, shall be taken by the contractor.

Necessary sanitary conveniences for the use of employees on the work, properly secluded from public observation, shall be provided and maintained by the contractor in such manner and at such locations as shall be approved, by the City and the use of such sanitation facilities shall be enforced.

29. CLEANING OF GROUNDS AND PREMISES

Daily during the course of the work each contractor shall remove all refuse created by the contractor.

CLEANING OF GROUNDS AND PREMISES (Continued)

At all times keep the premises free from accumulation of waste material caused by its employees, and at completion of the work remove all rubbish from the site and leave the area broom clean.

All clean up to be approved by the City before acceptance. If the contractor fails to clean up, the City, after due notice, may do so and the cost thereof shall be charged to the contractor.

30. CONTRACTOR RESPONSIBLE FOR COMPLETENESS OF WORK

The contractor is responsible for completing the work as described in the contract documents. This includes any and all incidentals, whether identified or not, that are considered typical and pertinent to the completion of the work and its components.

The City is not responsible for guiding the contractor through the work. It is the responsibility of the contractor to ensure that the requirements of the contract documents are met, and that the work is done in accordance with proper practice, efficiently, professionally, and completely. The City shall not release the contractor from this responsibility.

Under no circumstances shall the failure of the City to note or detect any deficiency during the course of the work be considered a waiver by the City of any contract term or condition.

31. REJECTED MATERIAL AND DEFECTIVE WORK

The City inspectors shall have authority to reject any work, materials, and parts thereof which do not conform to the contract documents.

All rejected materials shall be removed immediately from the vicinity of the work.

All defective work shall be promptly replaced and made satisfactory to the City and the Architect/Engineer by the contractor at the contractor's expense.

At the request of the City inspectors the contractor shall remove any portion of the work done, as the City inspectors may, from time to time, think necessary for the discovery of improper materials or workmanship, and the contractor shall restore such work at its own expense in case it be found defective.

31. REJECTED MATERIAL AND DEFECTIVE WORK (Continued)

The City will pay for restored work if no evidence of improper materials or workmanship is found.

32. TESTING

32.1 Specimens

Specimens required for the purpose of testing the quality of the materials and samples for compliance with the contract documents to be used in the work shall be furnished by the contractor, free of charge. The quantity, number, size and shape of these specimens shall be determined by the City.

The contractor shall also furnish all necessary information required concerning the nature and source of any material it intends to use or is using.

32.2 Tests

Adequate tests and trials shall be made of all materials and workmanship which are part of this contract as well as of the finished products.

These tests and trials shall be conducted as specified herein, or in conformity with the best modern approved methods for the particular type of test or trials.

All tests and trials shall be made in the presence of a City inspector unless the presence of the inspector is waived by the City.

When the presence of the City inspector is so waived, sworn statements, in such number as the City may require, of the tests or trials, shall be furnished by the contractor free of charge.

All costs of tests and trials, unless specifically stated otherwise herein, shall be paid by the City.

33. SCOPE OF PAYMENTS

The prices stated in the contract shall include all risks of delay, damage and destruction from all causes whatsoever, all labor, material and transportation, and all other work, equipment, and expenses of whatever nature necessary or incidental to the performance, completion and maintenance of the work herein specified, in perfect condition during the progress of and until completion and final acceptance.

33.1 Schedule of Values

Before commencing the work, the contractor shall submit to the Architect/Engineer a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the contractor's application for payment.

33.2 Partial Payments

As the work progresses the City will make monthly partial payments. Payments will be based on contractor's estimates of work done, including labor and materials incorporated in the work since last partial payment, if any, if approved by the City.

The City will pay not less than 92 percent of the estimates until 50 percent of the work is completed, thereafter 100 percent of the estimates submitted by the contractor and approved by the City will be paid.

At any time estimates may be withheld or reduced if, in the opinion of the City, the work is not proceeding in accordance with the provisions of the contract, or pending settlement of liens or claims filed against the contractor as described in section 41.2.

Form No. 97 S Affidavit of General or Mechanical Branch contractor, must be submitted with every request for partial payment. Supply of forms is available from the contract administering agency.

33.3 Stored Materials and Equipment

Unless otherwise provided in the contract documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the work. If approved in advance by the City payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the contractor with procedures satisfactory to the City to establish the title to such materials and equipment or otherwise protect the City interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

Payment for stored material shall not exceed the actual cost thereof as documented by the supplier's invoice.

33.4 Final Completion and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final application for payment, the Architect/Engineer will promptly make such inspection and, when the Architect/Engineer finds the work acceptable under the contract documents and the contract fully performed, the Architect/Engineer will issue a certification stating that to the best of the Architect's/Engineer's knowledge, information and belief, and on the basis of the Architect's/Engineer's observations and inspections, the work has been completed in accordance with terms and conditions of the contract documents and that the entire balance found to be due the contractor and noted in such application for payment is due and payable.

If any items were erroneously estimated too large in any partial payment estimate, such error shall be corrected in the statement of total cost, and the contractor shall have no right to any such excess and shall not be entitled to any damage on account of such correction in the statement of total cost.

Before final payment will be released (1) the contractor shall have furnished evidence satisfactory to the City that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the work, and (2) the contractor shall have executed and delivered in a form satisfactory to the City a general release running to and in favor of the City. Should there prove to be any such claim, obligation or lien after final payment is made, the contractor shall refund to the City all monies that the City shall pay in satisfying, discharging or defending against such claim, obligation or lien or any action brought or judgement recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

The City shall have the right to withhold from payments if any of the following occur: (1) evidence of nonpayment for any labor, services, materials, equipment, taxes, fuel, other necessary items, or obligations incurred in connection with the work, (2) any claim or lien filed as a result of nonpayment for any of the fore mentioned, (3) any claim or lien for which the City might become liable and which is chargeable to the contractor, (4) if the contractor, any subcontractor or any person under it causes damage to the work or any other work on the project, or (5) if the contractor fails to perform or is otherwise in default under any of the terms or provisions of this contract.

33.4 Final Completion and Final Payment (Continued)

The City shall have the right to withhold from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge, and/or defend against any claim, lien, action which may be brought against it, or judgement which may be brought against it, or judgment which may be recovered thereon (2) make good any such nonpayment, damage, failure or default, and (3) compensate the City for and indemnify it against any and all losses, liability, damages, costs, and expenses. This includes legal fees and disbursements which may be sustained or incurred by either the City or the contractor. The City shall have the right to apply and charge against the contractor so much of the amount retained as may be required for the forgoing purposes.

If the amount withheld is insufficient therefore, the contractor shall be liable for the difference and pay the same to the City.

No payment (final or otherwise) made under or in connection with this contract shall be conclusive evidence of the performance of the work or of this contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the contractor from any of its obligations under this contract; nor shall entrance and use by the City constitute acceptance of the work or any part thereof.

33.5 Removal of Signs, Providing Submittals

Prior to the date of final payment to the contractor, all of the contractor's signs of any kind shall be removed from the premises, and all submittals required by the contract, including warranties and equipment lists, shall have been submitted.

34. SUBCONTRACTORS PAYMENTS

Prior to payment of any partial payments to a contractor under section 33.2 PARTIAL PAYMENTS, the City requires the contractor to file a partial (progress) payment affidavit. Such affidavits shall be filed with the City's contract administering agency, and available for the subcontractor's review.

It is the subcontractor's obligation to collect payments due it from the party with whom it contracted, namely the contractor.

34. SUBCONTRACTORS PAYMENTS (Continued)

Subcontractors have certain rights under Ohio law which may expire if not promptly and correctly pursued.

If subcontractor has any doubts or questions, consult an attorney.

35. AFFIDAVITS

35.1 Required During Progress on Work

Upon request by the City at any time during contract period the contractor and/or its subcontractors may be required to submit a Form 104 or Form 104F and Form 66 certifying that wages have been paid in accordance with the prevailing rate of wages provisions set forth in the contract.

Form 97S must be submitted with every request for a partial payment.

35.2 Upon Completion of Work

Upon completion of the work and prior to the payment of the final application for payment, the contractor and its subcontractors shall execute and submit the following affidavits:

Form 66: Certifying that payments have been made for all labor and materials.

Form 104 or Form 104F: Certifying that wages have been paid in accordance with the prevailing wages provisions set forth in the contract.

If requested by the City, Affidavit Form 104 or 104F must be supported by a certified copy of the detailed payroll record for the questioned period or periods. If requested by the City Form 66 must be supported by affidavits from all subcontractors and suppliers.

The City may withhold payment of any estimate if (1) either of the Affidavits and/or the certified payroll records have not been submitted, or (2) if the prevailing rate of wages have not been met.

36. CLAIMS AND DISPUTES

All claims for compensation and disputes of whatever kind or nature arising under this contract or its interpretation, whether involving law or fact or both, shall be presented by the contractor in writing to the City within seven (7) days of commencement of the claim or dispute.

Such notice need not detail the amount of any claim for compensation but shall state the facts surrounding the claim or dispute in sufficient detail to identify the claim or dispute, together with its character and scope. In the meantime the contractor shall proceed with the work.

Any claim or dispute shall be deemed to have been waived, except that if the claim or dispute is of a continuing character and notice of claim or dispute is not given within seven (7) days of its commencement, and claim or dispute will be considered only for a period commencing seven (7) days prior to the receipt by the City of notice thereof.

On or before the last day of the month next succeeding that in which any such damage is claimed to have been sustained or compensation due, the contractor shall file an itemized statement of the details and amount of the alleged damage.

Upon request of the City, the contractor shall allow access to all books of account, receipts, vouchers, bills of lading, and other books or papers containing evidence relative to the amount of the claim or dispute. Unless such statement is filed as required, the contractor's claim for damages or compensation shall be deemed withdrawn, and the contractor shall not be entitled to payment on account of any such claim.

The City shall promptly consider and decide each claim or dispute. The decision of the City will be in writing and will be mailed or delivered to the contractor.

If the contractor does not agree with any decision of the City, it shall in no case allow the claim or dispute to delay the work but shall notify the City forthwith that the contractor is proceeding with the work under protest and the contractor may then except the matter in question from the final release.

37. FAILURE TO PROSECUTE WORK, DEFAULT, AND TERMINATION

Should the contractor at any time refuse or neglect to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fail in any respect to prosecute the work with promptness and diligence, or cause by any act or omission the stoppage or delay of or interference with or damage to the work of the City or of any other contractors or subcontractors on the project, or fail in the performance of any of the terms and provisions of the contract or of the other contract documents, or should the Architect/Engineer determine that the work or any portion thereof is not being performed in accordance with the contract documents, or inexcusably delayed from proceeding with and completing the work according to this contract, or should there be filed by or against the contractor a petition in bankruptcy or for an arrangement or reorganization, or should the contractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency; then in any of such events, each of which shall constitute a default hereunder on the contractor's part, the City shall have the right, in addition to any other rights and remedies provided by the contract or by law, after three (3) days written notice to the contractor mailed or delivered to the last known address of the latter, (a) suspend the work, (b) to perform and furnish through itself or through others any such labor or materials for the work and to deduct the cost thereof from any monies due or to become due to the contractor under this contract, and/or (c) to terminate the contract for all or any portion of the work, enter upon the premises and take possession, for the purpose of completing the work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, all of which the contractor hereby transfers, assigns and sets over to the City for such purpose, and to employ any person or persons to complete the work and provide all the labor, services, materials, equipment and other items required thereof.

In case of such termination of the contract, the contractor shall not be entitled to receive any further payment under this contract until the work shall be finally completed to the satisfaction of the City and the Architect/Engineer and shall have been accepted by the City at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the cost and expense incurred by the City in completing the work, such excess shall be paid by the City. Such cost and expense shall include, not only the cost of completing the work to the satisfaction of the City and the Architect/Engineer and of performing and furnishing all labor, services, materials, equipment, and other items required therefore, but also all losses, damages, costs and expenses, including legal fees and disbursements sustained, incurred or suffered by reason of or resulting from the contractor's default.

In the event this contract, or any alteration or modification thereof, is thus terminated, the contractor shall not be entitled to claim or receive any compensation or damages for not being allowed to proceed.

38. RISKS FOR DELAYS

The contractor agrees to take the risk of any and all delays arising from the nature of the work or from any casualty, obstructions or difficulties which may be encountered during the work. Any claim for delay will be rejected unless the contractor presents clear and convincing evidence that the cause of the delay was within the control of the City. Compensation, if any, for delay shall not include any overhead, indirect costs or loss of anticipated profits.

39. LIQUIDATED DAMAGES

Time is of the essence in this contract. In the event the contractor shall fail in securing delivery of material and equipment and completion of on-site work within the period of time stipulated, after due allowance for any extension or extensions of time which may be granted under the following provisions of the section "EXTENSIONS OF TIME", the contractor shall pay the City as stipulated liquidated damages and not as a penalty, the sum specified in the bid and contract documents for each and every working day, Monday through Friday, that the contractor shall be in default.

The City shall have the right to deduct said liquidated damages from any monies in its hands otherwise due, or to become due, to said contractor or to sue for and recover compensation for damages for nonperformance of the contract in the time specified.

40. EXTENSION OF TIME - EXCUSABLE DELAYS

The right of the contractor to proceed shall not be terminated nor shall the contractor be charged with liquidated damages because of delays in the completion of the work due to any of the following:

Acts of the Federal Government, including controls or restrictions upon the use or obtaining of materials, equipment, tools or labor essential to completion of the work, by reason of war, national defense, or any other national emergency.

Acts of the City, including but not limited to changes in the method of performing the work or the scope of work covered by the contract, upon order of the City.

Causes not reasonably foreseeable by the parties to this contract at the time of the contract which are beyond the control of, and through no fault or negligence of, the contractor.

40. EXTENSION OF TIME - EXCUSABLE DELAYS (Continued)

This shall include, but not be restricted to, acts of God or the public enemy; freight embargoes, court actions; acts of another contractor in the performance of some other contract with the City; fires, floods, epidemics, quarantine, strikes, weather of unusual occurrence such as tornadoes; and weather of unusual severity for the season which directly affects or prohibits the work under the contract.

Any delay of any subcontractor occasioned by any of the causes specified in of this section.

Provided, however, that the contractor notifies the City in writing within three (3) days from the beginning of any such delay and details the causes of the delay.

Upon receipt of such notification the City shall ascertain the facts and the cause and extent of the delay. If, in the opinion of the City, the delay is properly excusable based on the facts and the terms of the contract, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

It is further that the foregoing occurrences shall not result in any claim for damages or contract adjustment other than extension of time.

41. LIABILITY OF CONTRACTOR

41.1 Indemnity against Claims for Patents, Injuries

The contractor shall indemnify, defend protect and save the City harmless from all liabilities, judgments, costs, damages and expenses, which may in any way come against the City by reason of the use of any patented material, machinery, device, equipment or process furnished or used in the performance of the work under the contract, or by reason of the use of a patented design furnished and installed in the work by the contractor.

In the event any claim, suit, or action at law, or in equity, of any kind whatsoever is made or brought against the City, the City shall have the right to retain from the money due or to become due to the contractor an amount of money sufficient to protect itself against loss or judgement in the manner and upon the conditions as herein specified.

The contractor shall pay all damages to real or personal property, or for any injury sustained by any person growing out of any act or deed of itself, or its agents and employees, that is in the nature of a legal liability, the contractor shall defend protect and save the City harmless against all suits and actions of every type and description brought against the City for, or on account of,

41.1 Indemnity against Claims for Patents, Injuries (Continued)

any such injuries sustained by any person or persons, caused by the contractor, the contractor's agents and employees, in the execution of the work, or by or in consequence of any negligence in guarding the same, or by or on account of any omission or act of the contractor, the contractor's agents or employees, and so much of the money due it in accordance with the contract, as may be considered necessary by the City, will be retained by the City to protect the City against loss and judgment until such suit or claim for damage shall have been settled, and satisfactory evidence to that effect has been furnished to the City.

41.2 Indemnity against Claims for Labor and Material

It is agreed that the contractor shall indemnify, defend, protect and save the City harmless from any claims for labor done, materials furnished under this contract, or any alternations or modifications thereof, and shall furnish the City with satisfactory evidence, when called for, that all persons who have done work or have furnished materials under this contract, for which the City may become liable under any laws of the state of Ohio, have been fully paid or satisfactorily secured; and in case such evidence is not furnished, an amount necessary or sufficient within the discretion of the City to meet the claims of the persons aforesaid, shall be retained, in addition to any other moneys that are to be retained as herein specified, from the money due the contractor under the contract, until the aforesaid liabilities shall be fully discharged or satisfactorily secured.

41.3 Indemnity against all Suits

The contractor further agrees to relieve and hereby relieves and indemnifies and holds harmless the City from and against any and all liabilities, losses, judgments and claims of every nature and description by or on behalf of any person, firm, corporation, or other entity or governmental authority arising out of the performance of this contract by said contractor, the contractor's officers, servants, employees or agents.

Contractor shall relieve and hereby relieves and indemnifies and holds harmless the City, its officers, employees, agents and servants from and against any claim or liability arising out of, from or based on the violation of any law, statute, ordinance or regulation by the contractor, the contractor's officers, servants, employees, or agents.

42. INSURANCE

Contractor shall take out, and maintain during the life of the contract, insurance of the types and in the amounts specified on Form PURCH 160 included in the Bid/Contract Documents.

Submission of proof of carriage shall be as specified on Form 160.

43. SURETIES (UNSATISFACTORY OR INADEQUATE)

If the performance bond ceases to be adequate or satisfactory security for the City, the contractor shall, within five (5) days after notice of the City, furnish a new or additional bond, in form, and signed by such sureties as shall be satisfactory to the City.

No further payment shall be deemed due nor shall any further payment be made to the contractor unless and until such new or additional bond shall be furnished and approved.

The premium on such bond shall be paid by the contractor.

44. GUARANTEE

The contractor shall remove, replace and/or repair at the contractor's own expense and at the convenience of the City any faulty, defective or improper work, materials or equipment discovered within one (1) year from the date of Final Completion or for such longer period as may be provided in the Contract Documents. Any work repaired or replaced under the Guarantee will be guaranteed for the same duration specified and shall commence upon completion and acceptance of the repair or replacement.

The bond securing the contract shall cover this guarantee period.

The contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such correction.

The contractor shall be responsible for handling replacement and installation of malfunctioning equipment and materials during the entire period that the equipment or material is covered by this guarantee or the manufacturer's guarantee, whichever is longer.

45. SEVERABILITY

In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

CITY OF CINCINNATI

DIVISION OF PURCHASING

STANDARD SPECIFICATION

SPEC. NO. 4-49-99
COMMODITY CLASS - 0990109
DATE: JULY 28, 2006

TITLE: SALE & RAZING/SALE AND
MOVING OF BUILDINGS OR
STRUCTURES

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1. GENERAL REQUIREMENTS

1.1 SCOPE

This specification covers the sale and razing and/or the sale and moving of buildings and structures together with all attachments located on the premises.

1.2 SUPPLEMENTAL DATA (Data to be furnished by City Requisitioning Department)

Refer to Section 4 for Supplemental Data.

1.3 SPECIFIED

Specified herein means Specified in the invitation to bid and/or order or contract.

1.4 SHALL, MUST, IN ACCORDANCE WITH, ETC.

These and similar words are deleted for conciseness; however, they shall apply.

1.5 REFERENCES TO OTHER SPECIFICATIONS

Latest revision in effect on the date of the bid document governs, except as modified herein.

Where a reference specification and this specification disagree, this specification shall govern.

Form numbers refer to forms issued by the City of Cincinnati, Division of Purchasing, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202. Copies available upon request.

Revised Code refers to the Revised Code of the State of Ohio.

Cincinnati Municipal Code refers to the Cincinnati Municipal Code.

Building Code refers to code issued by the Department of Buildings and Inspections, 3300 Central Parkway, Cincinnati OH 45225.

NIOSH means National Institute of Safety and Health, Cincinnati, Ohio 45202.

State of Ohio Specifications refers to the Construction and Material Specifications issued by the State of Ohio, Department of Transportation.

Supplement of State of Ohio Specifications refers to the City of Cincinnati Supplement to the State of Ohio Department of Transportation, Construction and Material Specifications, issued by the Department of Transportation and Engineering.

1.6 DEFINITIONS

Following meanings of words and phrases shall apply:

Attachments

Includes all outside steps, coal holes, walks, garages, basement entrances, porches, sheds, fences (excepting property line fences) trellises, etc., on the premises on which the building being moved or razed is located.

Building Inspector

The building inspector of the City of Cincinnati, Department of Buildings and Inspections, Division of Safety and Maintenance, authorized to inspect buildings.

City

The City of Cincinnati acting through the designated representative of the City Manager, or independent board or commission and the head of the department or division under whose direction the work is being performed.

City Engineer

Head of the Department of Transportation and Engineering.

City Traffic Engineer

Head of the Traffic Engineering Division.

City Inspector

The City's representative authorized to make inspections of the work and contract performance.

Contractor

Organization identified as such in the Contract, means the Contractor, its Subcontractors, and its authorized representative.

Independent Board or Commission

In the event that this contract is entered into on behalf of an independent board or commission, such as the Board of Park Commissioners, Public Recreation Commission, Board of Health, City or City Manager shall mean whatever independent agency is concerned, acting through its president.

1.6 DEFINITIONS (continued)

Removal

The work embraced by either moving or razing operations as applicable.

Subcontractor

Person or organization that has a contract with the Contractor or another Subcontractor to perform a portion of the work included in the Contract who prior to such performance received the written approval of the City.

Superintendent

A superintendent of a division or a department head (Director) acting under the direction of the City Manager or independent board or commission.

Work

The entire completed removal or demolition of a building or structure or the various separately identifiable parts thereof required to be provided under the Contract Documents.

Work is the result of performing services, furnishing labor and providing and incorporating materials onto the demolition site all as required by the Contract Documents.

1.7 EXAMINATION OF SITE

It shall be understood and agreed that the City does not guarantee the correctness of any descriptions and/or drawings and that the bidder and/or Contractor has examined the specifications and also the buildings or structures to be Sold and Moved or Sold and Razed, and that his proposal is based upon his own estimate of the quantities and character of the material to be removed, the labor and equipment necessary to complete the contract work and the difficulties involved in carrying out the complete contract operations in accordance with the specifications, including any contingent operations needed for completing the clearing of the sites, even if not described in the specifications.

No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the work under the contract, as a result of a failure to make the necessary examination and investigations, will be accepted as an excuse for any failure or omissions on the part of the Contractor to fulfill in every detail all of the requirements of the contract documents.

1.8 LAWS TO BE OBSERVED

The Contractor at all times shall observe and comply with all Federal, and State Laws, and Cincinnati Municipal Code Ordinances, and regulations in any manner affecting the work.

The Contractor shall not proceed with or finish any work, even though same is called for in the plans and specifications, if it is contrary to any of the laws aforementioned, but shall notify the City's representative of such conflict.

If the Contractor performs any work knowing it to be contrary to such law, ordinances, and regulations, and without such notice to the City's representative it shall assume full responsibility therefore and shall bear all costs.

1.9 LEGAL HOLIDAYS, SATURDAY AND SUNDAY WORK

Perform no work on legal holidays, Saturdays and Sundays, without prior approval of the City in the form of a permit letter.

Keep letter on job site for inspection by police or other authorized personnel.

1.10 SUBMISSION OF PAYROLLS

If a Schedule of Prevailing Rates of Wages is included in the bid and contract documents, submit weekly to the Prevailing Wage Coordinator, Department of Community Development, Contract Compliance Division, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202, an original certified copy of all payrolls of the Contractor and of any Subcontractors.

Submit separate copies of payrolls for work performed under each individual City contract.

Submit payrolls whether the contract is based on the City to pay Contractor or Contractor to pay City.

The certification with respect to each such payroll shall affirm that the payroll is correct and complete, that the wage rates contained therein for laborers and mechanics are not less than those applicable to such laborers and mechanics pursuant to this contract, and that the classifications set forth for each laborer or mechanic conform with the work each performed.

City may withhold any payments due Contractor pending submission of certified payroll records.

If minimum wage requirements have not been met in accordance with the terms of the contract, payments may be withheld until the Contractor and/or Subcontractor has complied.

1.11 INSURANCE

Take out and maintain during the life of the contract insurance of the types and in the amounts specified on Form PURCH 160 included in the bid and contract documents.

Submission of proof of carriage shall be as specified on Form PURCH 160.

1.12 ASSIGNMENTS

The Contractor shall not assign the work or any part thereof, without the previous written consent of the City, and will not assign, by power of attorney or otherwise, any of the monies payable under this Contract, unless by and with the consent of the City.

The Contractor further agrees that no right under this Contract, nor to any monies due or to become due hereunder, shall be asserted in any manner against the City or any person or persons acting under it, by reason of any so called assignment of this Contract, or any part thereof, unless such assignment shall have been authorized by written consent of the City.

1.13 SUBCONTRACTORS

The Contractor, as soon as practicable after the award of a Contract, shall complete a Subcontractor Approval Form and submit to the City for acceptance for all Subcontractors proposed for any portions of the work.

The City will promptly notify the Contractor in writing if the City, after due investigation, has reasonable objection to and does not approve any Subcontractor. The Contractor shall not enter into a subcontract until after the City has approved the Subcontractors.

The Contractor's request to the City for the approval of any proposed Subcontractor shall be accompanied by a written statement containing such information as the City may require, including but not limited to, experience, ability, responsibility, references, compliance with law, and any other criteria pertinent to the work of the proposed Subcontractor and the scope of the subcontract.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each Subcontractor with the applicable provisions of the Contract.

Nothing contained in the Contract shall create any contractual relations between any Subcontractor and the City.

Rental of equipment either with or without an operator in connection with the performance of the work under this Contract shall not be considered subcontracting if the Contractor maintains full supervision and control over its operation and the operator's wages.

Whether the contract is sublet or whether hired equipment is engaged under this Contract, it shall be the Contractor's responsibility to fulfill all the terms of the Contract and provide satisfactory evidence that the prevailing wage rates, if such are required by the contract, are being paid to all personnel engaged on the site, whether his own, those of a Subcontractor, or anyone directly or indirectly employed by either the Contractor or Subcontractor.

Contractor shall provide five (5) days notice to the City of its intent to rent equipment, providing information regarding said equipment and its operators as the City may require.

1.14 ALTERATIONS AND MODIFICATIONS OF CONTRACT

Make no alterations or modifications which affect the character of the work and for which the contract has no unit prices until (1) Contractor submits a written, signed quotation for the work to the Agency for which work is being performed, and (2) such additional work is authorized by issuance by the Division of Purchasing of an official change order. Inspectors have no authority to permit any deviation from the plans or specifications except on the written order of the City.

In the event two or more buildings are included in any single contract item, the Contractor shall within five (5) days after notification of the award of this contract submit to the City agency for which the work is to be performed a Detailed Cost Breakdown which shall include the cost of razing and/or cost of removal and site clearance for each building included in any such contract item.

Contractor agrees that the City shall have the right to delete from the contract any item or any building included under any item because of a change in circumstances, and to reduce the amount of the Contract by the price stated for the item or building.

1.15 PERMITS

The Department of Buildings and Inspections will not issue a permit to demolish any building, structure, facility or installation by governmental action until:

- (a) A certified independent testing agency has identified suspect materials indicating the positive or negative presence of asbestos or other hazardous materials from the designated demolition site and submits a mandatory written notification to the Ohio EPA and the City of Cincinnati.
- (b) An independent Contractor, certified to remove asbestos or other hazardous materials in accordance with the Ohio EPA requirements obtains the proper permits and removes the asbestos and other hazardous materials from the site in accordance with the safety requirements of OSHA and the Ohio EPA and provides written notification of completion to the City of Cincinnati.

Only then will the official notice to begin demolition be issued by the City to the contractor.

EXCEPTION

In residential buildings containing not more than four dwelling units the mandatory notification to the Ohio EPA is not required. (See also section 2.21 regarding OSHA).

1.16 LOCAL HEADQUARTERS

Establish and maintain a local area headquarters where Contractor can be readily reached by local telephone service and by the United States Postal Service.

1.17 CONTRACTOR'S SUPERINTENDENT

Employ a competent Contractor's Superintendent and necessary assistants who shall be in attendance at the work site during the progress of the work.

Superintendent shall be satisfactory to the City and shall not be changed without the consent of the City.

The Contractor's Superintendent shall represent the Contractor and City's communications with the Superintendent shall be as binding as if given to the Contractor.

1.18 SURETIES, UNSATISFACTORY OR INADEQUATE

If the performance bond ceases to be adequate or satisfactory security for the City for any reason, Contractor shall, within five (5) days after notice from the City furnish a new or additional bond, in form, sum, and signed by such sureties as shall be satisfactory to the City.

No further payment shall be deemed due nor shall any further payment be made to the Contractor unless and until such new or additional bond shall be furnished and approved.

The premium for such bond shall be paid by the Contractor.

1.19 INDEMNITY AGAINST CLAIMS FOR PATENTS, INJURIES

1.19.1 The Contractor shall indemnify, defend, protect, and save the City harmless from all liabilities, judgments, costs, damages and expenses, which may in any way come against the City by reason of the use of any patented material, machinery, device, equipment or process furnished or used in the performance of the work under the contract, or by reason of the use of a patented design furnished and installed in the work by the Contractor.

In the event any claim, suit, or action at law, or in equity, of any kind whatsoever is made or brought against the City, the City shall have the right to retain from the money due or to become due to the Contractor an amount of money sufficient to protect itself against loss or judgment in the manner and upon the conditions as herein specified.

1.19 INDEMNITY AGAINST CLAIMS FOR PATENTS, INJURIES (continued)

It is agreed that the Contractor shall indemnify, defend, protect and save the City harmless. The Contractor shall pay all damages to real or personal property, or for any injury sustained by any person growing out of any act or deed of itself, or its agents and employees, that is in the nature of a legal liability, and the Contractor shall defend, protect and save the City harmless against all suits and actions of every type and description brought against the City for, or an account of, any such injuries sustained by any person or persons, caused by the Contractor, the Contractor's agents and employees, in the execution of the work, or by or in consequence of any negligence in guarding the same, or by or on account of any omission or act of the Contractor, the Contractor's agents or employees, and so much of the money due it in accordance with the Contract, as may be considered necessary by the City, will be retained by the City to protect the City against loss and judgment until such suit or claim for damage shall have been settled, and satisfactory evidence to that effect has been furnished to the City.

from any claims for labor done, materials furnished under this contract, or any alterations or modifications thereof, and shall furnish the City with satisfactory evidence, when called for, that all persons who have done work or have furnished materials under this contract, for which the City may become liable under any laws of the State of Ohio, have been fully paid or satisfactorily secured; and in case such evidence is not furnished, an amount necessary or sufficient within the discretion of the City to meet the claims of the persons aforesaid shall be retained, in addition to any other moneys that are to be retained as herein specified, from the money due the contractor under the contract, until the aforesaid liabilities shall be fully discharged or satisfactorily secured.

1.19.3 Indemnity Against All Suits

The Contractor further agrees to relieve and hereby relieves and indemnifies and holds harmless the City from and against any and all liabilities, losses, judgments and claims of every nature and description by or on behalf of any person, firm, corporation, or other entity or governmental authority arising out of the performance of this Contract by said Contractor, the Contractor's officers, servants, employees or agents.

Contractor shall relieve and hereby relieves and indemnifies and holds harmless the City, its officers, employees, agents and servants from and against any claim or liability arising out of, from, or based on the violation of any law, statute, ordinance or regulation by the Contractor, the Contractor's officers, servants, employees, or agents.

1.20 FAILURE TO PROSECUTE WORK, DEFAULT, AND TERMINATION

Should the Contractor at any time refuse or neglect to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fail in any respect to prosecute the work with promptness and diligence, or cause by any act or omission the stoppage or delay of or interference with or damage to the work of the City or of any other Contractors or Subcontractors on the Project, or fail in the performance of any of the terms and provisions of the Contract or of the other Contract Documents, or should the City's representative determine that the work or any portion thereof is not being performed in accordance with the Contract Documents, or shall from any cause whatsoever be prevented or inexcusably delayed from proceeding with and completing the work according to this contract, or should

1.20 FAILURE TO PROSECUTE WORK, DEFAULT, AND TERMINATION (continued)

there be filed by or against the Contractor a petition in bankruptcy or for an arrangement or reorganization, or should the Contractor become insolvent or be adjudicated as bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder on the Contractor's part; the City shall have the right, in addition to any other rights and remedies provided by the contract or by law, after three (3) days written notice to the Contractor mailed or delivered to the last known address of the latter, (a) suspend the work, (b) to perform and furnish through itself or through others any such labor or materials for the work and to deduct the cost thereof from monies due or to become due to the Contractor under this Contract, and/or to terminate the Contract for all or any portion of the work, enter upon the premises and take possession, for the purpose of completing the work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, all of which the Contractor hereby transfers, assigns and sets over to the City for such purpose, and to employ any person or persons to complete the work and provide all the labor, services, materials, equipment and other items required therefor.

In case of such termination of the Contract, the Contractor shall not be entitled to receive any further payment under this Contract until the work shall be finally completed to the satisfaction of the City and shall have been accepted by the City at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the cost and expense incurred by the City in completing the work, such excess shall be paid by the City to the Contractor. If such cost and expense shall exceed such unpaid balance, then the Contractor shall pay the difference to the City. Such cost and expense shall include, not only the cost of completing the work to the satisfaction of the City and of performing and furnishing all labor, services, materials, equipment, and other items required therefore, but also all losses, damages, costs and expenses, including legal fees and disbursements sustained, incurred or suffered by reason of or resulting from the Contractor's default.

In the event this Contract, or any alteration or modification thereof, is thus terminated, the Contractor shall not be entitled to claim or receive any compensation or damages for not being allowed to proceed.

1.21 RISKS FOR DELAYS

The Contractor agrees to take the risk of any and all delays arising from the nature of the work or from any casualty, obstructions or difficulties which may be encountered during the work.

Any claim for delay will be rejected unless the Contractor presents clear and convincing evidence that the cause of the delay was within the control of the City.

Compensation, if any, for delay shall not include any overhead, indirect costs or loss of anticipated profits.

1.22 INCOMPETENT WORKERS

Any person employed by the Contractor or by any Subcontractor who, in the opinion of the City Inspector does not perform his or her work in a proper and skillful manner or is intemperate or disorderly shall, at the written order of the City Inspector be removed forthwith by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the person who made the order.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the City may withhold all payments, which are or may become due, or may suspend the work by written notice until the Contractor complies with such orders.

1.23 SANITARY REGULATIONS

Take necessary measures to assure sanitary conditions.

Provide and maintain necessary sanitary conveniences for use of employees on the work, properly secluded from public observation, at such points as shall be approved, and their use shall be enforced.

1.24 PRIORITY OF WORK

Any function of the City relative to health, safety, or welfare of the public shall take priority, and the Contractor shall arrange his work schedule accordingly.

1.25 SCOPE OF PAYMENTS

Prices in the contract include all risk of delay, damage and destruction from all causes whatsoever; all labor, material, and transportation; and all other work, equipment, and expenses of whatever nature necessary or incidental to the performance, completion and maintenance, in perfect condition of the work herein specified during the progress of and until completion and final acceptance of same.

2- DETAILED REQUIREMENTS

2.1 SCOPE OF OPERATION

Furnish all necessary labor, tools, equipment, appliances and facilities to move or raze the buildings or structures, as specified, together with all attachments located on the premises, including all required backfill and restoration.

2.2 TYPE OF OPERATION

2.2.1 Razing

When razing is specified, demolish building or structure on the site.

A permit to move the building intact will not be issued.

2.2.2 Moving

When moving is specified, remove building or structure from the site as a unit or in sections.

2.3 AVAILABILITY

Unless otherwise specified in the Supplemental Specifications, the building or structure will be vacant and ready for removal immediately upon receipt of the Notice to Proceed.

2.4 RISK OF LOSS

The City assumes no responsibility for the condition of existing buildings and structures, nor for their continuance in the condition existing at the time of publishing of the Invitation to Bid or thereafter.

No adjustment of contract price or allowance will be made for any change in conditions which may occur after the Invitation to Bid has been published.

2.5 RESERVED MATERIALS

The City reserves only those items listed herein and those listed under the heading Reserved Materials in the Supplemental Specifications applicable to each item.

Reserved items remain the property of the City or other designated party.

Remove and store or deliver to and unload at a designated location reserved material salvaged during removal operations.

2.5.1 Water Meters

Water meters are the property of the City and are reserved.

Notify the Cincinnati Water Works when a meter is ready to be removed, and the City will remove the meter with City forces.

2.5.2 Parking Meters

Notify the Parking Meter Section, Department of Public Utilities, for removal of meters wherever parking meters are located adjacent to the building or structure being razed or moved.

If sidewalk is to be demolished, parking meter posts shall be considered Reserved Material; otherwise, posts shall not be disturbed.

2.6 UTILITIES

Contractor shall make his own provisions for all necessary utilities.

Before commencing the work, the Contractor shall assure himself that all utility service connections, such as water, gas, electricity and telephone to each of the buildings have been disconnected.

Properly seal all sewer connections to the buildings being demolished in accordance with standard City procedure and under proper City inspection.

2.7 SALVAGED MATERIALS

All material except personal property, that specifically belonging to others, and that specifically reserved by the City as described under the heading Reserved Material, shall become the property of the contractor.

Contractor shall not establish a sales office on the site for selling salvage materials.

The Contractor shall determine the ownership of all materials and appliances on the premises and hold the City harmless, in accordance with Section 1.19, for such determinations.

2.7 SALVAGED MATERIALS (continued)

On site preparation of materials for salvage by the Contractor after demolition, such as brick cleaning, shall not be considered demolition and within the purview of the wage requirements of the contract.

2.8 NOTICE TO PROCEED

Commence removal of the building or structure within five (5) calendar days from the effective date as specified in the Notice to Proceed from the Superintendent.

Notify the City and the Department of Buildings and Inspections at least 24 hours before starting and resuming work so that inspectors can be assigned to the project.

2.9 COMPLETION OF WORK

Complete removal and all other operations in connection therewith within 45 calendar days from the effective date as specified in the Notice to Proceed if no other Completion Time is specified by the City under the individual item Supplemental Specifications. (See paragraph 2.10).

2.10 LIQUIDATED DAMAGES

Time is of the essence in this Contract. In the event the Contractor shall fail in securing delivery of material and equipment and completion of on-site work within the period of time stipulated, after due allowance for any extension or extensions of time which may be granted under the following provisions of the section EXTENSIONS OF TIME, the Contractor shall pay the City as stipulated liquidated damages and not as penalty, the sum specified in the Bid and Contract Documents for each and every working day, Monday through Friday, that the Contractor shall be in default.

The City shall have the right to deduct said liquidated damages from any monies in its hands otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages for non-performance of the contract in the time specified.

2.11 EXTENSION OF TIME - EXCUSABLE DELAYS

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages because of delays in the completion of the work due to any of the following:

Acts of the Federal Government, including controls or restrictions upon the use or obtaining of materials, equipment, tools or labor essential to completion of the work, by reasons of war, national defense, or any other national emergency.

Acts of the City, including but not limited to changes in the method of performing the work or the scope of work covered by the Contract, upon order of the City.

Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control of, and through no fault, or negligence of, the Contractor, such as the discovery of asbestos or other hazardous

materials.

2.11 EXTENSION OF TIME - EXCUSABLE DELAYS (continued)

This shall include, but not be restricted to, acts of God or the public enemy; freight embargoes, court actions; acts of another contractor in the performance of some other contract with the City; fires, floods, epidemics, quarantine, strikes, weather of unusual occurrence such as tornadoes, and weather of unusual severity for the season which directly affects or prohibits the work under the Contract.

Any delay of any Subcontractor occasioned by any of the causes specified in of this section.

Provided, however, that the Contractor notifies the City in writing within three (3) days from the beginning of any such delay and details the causes of the delay.

Upon receipt of such notification the City shall ascertain the facts and the cause and extent of the delay. If, in the opinion of the City, the delay is properly excusable based on the facts and the terms of the contract, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

It is further agreed that the foregoing occurrences shall not result in any claim for damages or contract adjustment other than extension of time.

2.12 SEQUENCE OF WORK

The City reserves the right to designate the sequence in which the removal operations are to be carried out.

2.13 STREET SPACE - PARKING PROVISIONS

Wherever parking meters are installed adjacent to the buildings to be removed, the City will remove the parking meter heads and erect No Parking signs.

By reason of such removal, the parking lanes adjacent to the buildings may be used for parking of the contractor's trucks and equipment only.

Parking of any privately owned vehicle of the Contractor, his employees, or others is strictly prohibited.

Unless otherwise specified, no street space will be reserved for the use of power equipment.

2.14 SAFETY REQUIREMENTS

2.14.1 Maintenance Safe Work Site

At all times conduct the work safely and assure a safe work site, being responsible for the safety of the Contractor's employees, agents and subcontractors, City personnel and all other personnel or persons at the work site.

Be responsible for the adequacy and safety of all methods or procedures and the

safe prosecution of the work.

2.14.1 Maintenance Safe Work Site (continued)

Conduct the work and keep the work site in compliance with federal, state and local safety laws and regulations, including but not limited to Occupational Safety and Health Administration (OSHA) requirements.

Abide by the specific safety requirements relating to building and construction as set forth in Section 4121: 1-3-01 to 23 of the Ohio Administrative Code and latest revisions thereto (formerly Chapter IC-3 of the Industrial Commission of the State of Ohio), and comply all laws, City ordinances, Cincinnati Municipal Code, and Building Code regulations.

Special attention shall be paid to those pertaining to Erection of Barricades; Temporary and Covered Walks; Outrigger Scaffolds; Supporting Streets, Alleys and Abutting Property; Guide Ropes and Material Hoists; Watchmen; Red Lights; Removal and Alteration of Temporary Structures; Noises at Night; Debris to be Dampened; Protection of Workmen; and Shoring.

Reference to Safety Measures in the Supplemental Specification for each item shall be understood to apply only to Erection of Barricades, Temporary or Covered Walks, Outrigger, Scaffolds, and Supporting Streets, Alleys, and Abutting Property and shall in no way relieve the Contractor from compliance with the other requirements of the Building Code.

Use all proper precautions to protect the work, adjacent property, and the public, and be responsible for all such damage and injuries.

Erect and maintain adequate barriers during wrecking operations, and provide sufficient red warning lights to protect the public from damage and injury.

Provide at each end of the sidewalk closure a sign reading Sidewalk Closed.

The size shall be not less than 18" x 30" with black lettering on a white background.

Contractor is entirely responsible for all apparatus, equipment, and appurtenances furnished by him in connection with this work until date of final completion and acceptance and special care shall be taken to protect all parts thereof in such manner as may be necessary or as directed.

2.14.2 Competent Safety Representative

Prior to actual construction, submit the name or names of an authorized person who is a competent person as defined by OSHA, (CFR, Title 29 - Labor, Part 1926 - OSHA) responsible for site safety activities.

Competent Safety Representative (Continued)

A resume of the qualifications of the competent person must be submitted to the City. Resume shall include such items as: experience, education, special safety and first aid courses completed, safety conferences attended, familiarity with standards and regulations and certifications or registrations.

An authorized and competent safety representative of the Contractor, as defined above, shall be on the work site at frequent and regular intervals, or more often as conditions require. Failure to have such person at the site constitutes an unsafe practice.

2.14.3 Work Suspension

When so ordered, the Contractor shall stop any part of the work which the City deems unsafe until corrective measures satisfactory to the City have been taken, and the Contractor agrees that it shall not have nor make any claim for damages growing out of such stoppages.

Should the Contractor neglect to take such corrective measures, the City may do so at the cost and expense of the Contractor and the City may deduct the cost thereof from any payments due or to become due to the Contractor. Failure on the part of the City to stop unsafe practices shall in no way relieve the Contractor of the Contractor's responsibility therefore.

Failure of the Contractor to comply with any provision of this Section, or any federal, state or local safety laws and regulations constitutes just cause for the City to order suspension of the work.

None of the provisions of this section are intended to nor shall be construed to create any duty or responsibility on the City to provide or enforce safety requirements for the Contractor. The duty, responsibility and liability for safety shall remain with the Contractor. Any failure of the City to suspend work or detect violation of any local, state or federal safety standard or regulation shall in no case relieve the Contractor of the Contractor's safety responsibilities.

2.14.4 Reporting Accidents and Injuries

The Contractor shall make a written notification of any accident or injury to the City Inspector and the City's Risk Management Division.

2.14.5 Site Safety Plan

Contractor shall file with the City prior to the start of the work a Site Safety Plan, which at a minimum shall:

- Name key personnel and alternates responsible for site safety.
- Describe the risks associated with each operation conducted.

- Confirm that personnel are adequately trained to perform their job responsibilities and to handle the specific hazardous situations they may encounter.

2.14.5 Site Safety Plan (continued)

- Describe the protective clothing and equipment to be worn by personnel during various site operations.
- Describe any site-specific medical surveillance requirements (hazardous waste or material sites only).
- Describe the program for periodic air monitoring, personnel monitoring, and environmental sampling, if needed (hazardous waste or material sites only).
- Describe the actions to be taken to mitigate existing hazards (e.g., containment of contaminated materials) to make the work environment less hazardous.
- Define site control measures and include a site map.
- Establish decontamination procedures for personnel and equipment (hazardous waste or material sites only).
- Set forth the site's Standard Operating Procedures (SOPs). SOPs are those activities that can be standardized and where a checklist can be used.

The procedures should be:

Prepared in advance.

Based on the best available information, operational principals, and technical guidance.

Field-tested by qualified health and safety professionals, and revised as appropriate.

Appropriate to the types of risk at that site.

Formulated to be easy to understand and practice.

Provided in writing to all site personnel, who should be briefed on their use.

Included in training programs for site personnel.

Set forth a Contingency Plan for safe and effective response to emergencies.

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In addition, any safety information or documentation shall be supplied to the City Inspector which is required under law to be filed with any state or federal agency.

A copy of the Site Safety Plan shall at all times be present at the work site.

2.14.6 Violations

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 City in relation to the manner, method, or sequence of work, all work under the contract shall be ordered stopped by the Inspector and shall not proceed until full compliance has been assured, and then only with full time inspection service assigned by the City until the balance of the work involved has been completed.

Whenever it is found necessary to so provide for full time inspection of the razing operations, it is understood and agreed that the Contractor shall pay all costs entailed in connection with providing said full time inspection.

Any violation of the Safety Protection provisions set forth shall be subject to Section 1101-35.1 of the Building Code.

2.15 MAINTENANCE OF VEHICULAR TRAFFIC

If in carrying out the work it is necessary to extend on to the sidewalk, street, or highway, the requirements of Item 614, Maintaining Traffic in the Ohio Department of Transportation Construction and Material Specifications and the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways current edition, latest revision shall apply.

In addition the following specific conditions shall apply:

The Contractor will be required on interim and permanent basis, to provide, erect, maintain (in proper position, clean, legible and good working condition), and remove all lights, signs, barricades and all other traffic control devices necessary to the maintenance of traffic, which also includes all advance warning signing and regulatory signs. All signs shall be reflectorized or illuminated. Type B flashing barricade warning light shall be installed with every advance warning and traffic control device.

The standard device for closing any lanes to traffic shall be properly weighted, reflectorized, 30 or 55 gallon drums. Tapers for lane closures shall have reflectorized drums spaced 50 feet apart with construction arrows (OW-138) mounted on the first, fifth, and last drums.

An electric flashing arrow board of a type shown on Standard Construction Drawing TC-35.10 shall be installed in each taper closing a lane to traffic, centered in the closed lane.

Type C steady burning barricade warning lights shall be installed every 150' in the

tapers for nighttime lane closures.

Before work begins, the Contractor shall submit to the City's representative the names and telephone numbers of a person or persons who can be contacted 24 hours a day by the City and all interested police agencies. This person or persons shall be responsible for placing or replacing necessary traffic control devices to maintain the traveled pavement safely.

MAINTENANCE OF VEHICULAR TRAFFIC (Continued)

The Contractor shall give at least seven (7) days notice to the City's representative prior to the closure of any lane.

All vehicles, equipment, workers, and their activities are restricted at all times to one side of the pavement, unless otherwise approved by the Engineer. Vehicles and equipment shall always move with, and not across or against, the flow of traffic. Vehicles and equipment shall not park or stop except within designated areas, and shall enter and leave work areas in a manner which will not be hazardous to, or interfere with, the normal flow of traffic. Personal vehicles will not be permitted to park within the right-of-way, except in specific areas designated by the City's representative.

Pedestrian protection and pedestrian access must be maintained at all times. Pedestrian safety is of utmost importance throughout the life of the contract. Pedestrians must be directed to the safest crossing point at all times, and their safety is the responsibility of the Contractor.

To assure maintenance of adequate traffic control at all times, no signs are to be installed or removed without the approval of the City Traffic Engineer, phone 352-6229.

If temporary signs which restrict parking are installed, the local Police District must be notified at least 24 hours prior to installation.

Police and fire fighting access must be maintained at all times.

Access to abutting properties must be maintained at all times.

2.16 METHODS OF WRECKING

Except as may be otherwise provided herein, the method of wrecking, i.e. by hand or by power equipment, is not restricted; however, in all cases safe and workmanlike methods must be employed to protect life and property.

Unless otherwise specifically specified the use of explosives will not be permitted.

No pulling of walls will be permitted except with the approval of the Building Inspector.

If pulling of walls is intended, notify the Building Inspector twenty-four (24) hours in advance

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in order that the propriety of the request can be determined by the Building Inspector.

METHODS OF WRECKING (Continued)

If hand wrecking is specified no demolition of walls shall be performed by use of power equipment, except that cranes or similar equipment may be used to lower heavy equipment (beams, etc.) to the ground level in a manner approved in advance by the Department of Buildings and Inspections; and power equipment may be used for loading and removing material from the job site.

Keep debris dampened during wrecking and handling of debris removal operations in order to prevent airborne dust and dirt.

2.17 EXTENT OF REMOVAL

Where specified the building or structure and attachments shall be moved or razed in accordance with Item 202, of the State of Ohio Specifications and the City Supplement thereto.

Unless otherwise specified remove interior fences, clothes line posts or other posts, and hand railings on porches and entrance steps.

Unless otherwise specified, unattached garages shall not be removed.

Foundation walls supporting adjacent right of way or other property shall be preserved in a structurally sufficient condition.

2.18 BASEMENT CONDITION

Basements shall be filled without voids with material meeting requirements of Item Nos. 202 and 203 of the State of Ohio Specifications.

Break up basement floor to provide for percolation of groundwater.

Furnish the Superintendent, in writing, within five (5) calendar days from the receipt of the Notice to Begin Operations, the name and address of the supplier of the fill material so a test of the material can be made and a compaction curve computed.

Prior to beginning backfill operations, notify the Superintendent who will provide a City Inspector for preliminary inspection of the site and approval to proceed with the backfill operations.

Do not proceed or continue with backfill operations unless the Inspector assigned to the project is present.

BASEMENT CONDITION (Continued)

All coal holes or other basement encroachments in the sidewalk shall have their doors, covers, castings, and steps, whether above or below grade, removed and voids filled in the best manner possible, and topped with five (5) inches of concrete to bring it level with the existing walk, in accordance with the City Engineer's requirements.

Below ground storage tanks shall be removed. Cisterns shall be filled. Unless otherwise specified, two compaction tests will be made, the first during the filling operation and the second test upon completion of the filling operation.

If a single compaction test is specified, it shall be made at the completion of the filling operation.

If the basement compaction fails to meet the requirements on the original test, the Contractor shall bear all additional costs until the requirements are met.

2.19 COMMON AND PARTY WALLS

2.19.1 Definitions

Common Walls: Walls which are integral structural components of each of two different buildings.

Party Walls: Abutting walls which may or may not have siding attached.

2.19.2 Common Wall in Frame Buildings

Where common walls are encountered in frame buildings, remove all lath and plaster from the exposed side of the common wall.

Any joists extending beyond the building line shall be cut off square.

Any loose joists in the remaining building shall be securely nailed.

Building paper shall be nailed over the exposed studs and one half inch pressure treated exterior grade plywood shall be applied over the building paper.

All edges shall be nailed on six-inch centers around the perimeter and on 12 inch centers interior.

Use galvanized nails on plywood.

2.19.3 Common Walls and Chimneys in Brick Buildings

Where common walls and chimneys are encountered in brick buildings, remove all plaster from the wall, all joists sockets, and openings shall be bricked up and mortared.

2.19.3 Common Walls and Chimneys in Brick Buildings (continued)

One 3/8 inch coat of cement plaster (stucco) shall be applied over the dampened common wall.

2.19.4 Party Walls

Where party walls are encountered, the owner of the abutting building is responsible for any repairs which may be necessary to make the building weather tight and safe.

Apply either sheet plastic or building paper with wood strips to afford temporary protection from rain and snow.

2.20 RESTORATION OF AREA

Contractor is responsible for restoration of any damage caused by his operations to streets, curbs, or sidewalks, retaining walls, or other existing soil retention facilities on public or private properties.

Start of wrecking operations shall be considered as acceptance of streets, sidewalks, and curbs in good condition except where documented by the Contractor with notice to the City.

Unless otherwise specified, leave sites in a clean, uniformly graded, and free draining condition, free of all surface stone and brick.

Seed with following mixture:

30 percent each of perennial rye, annual rye, Kentucky 31 fescue;

10 percent Kentucky blue grass;

Cover entire site with straw.

2.21 REMOVAL AND DISPOSAL OF ASBESTOS AND OTHER MATERIALS AND DEBRIS

Demolition shall not begin until the procedures required to obtain a permit (see Section 1.15) have been completed.

The Contractor shall then warrant and agree in writing that any hazardous materials removed from the site has been performed in a manner that complies with the government agencies requirements.

If during a demolition project the Contractor discovers any suspect asbestos containing material that had been previously certified as being of negative presence, the Contractor shall immediately suspend all demolition operations and notify the City. The demolition Contractor may resume operations only after these procedures have been completed.

After the completion of the demolition the Contractor shall remove and dispose of all trash,

lumber, and other materials to an approved dumping site.

2.21 REMOVAL AND DISPOSAL OF ASBESTOS AND OTHER MATERIALS AND DEBRIS (continued)

Select and reserve approved materials for fill.

In accordance with the Ohio EPA, use groups R3, R4, and not more than four dwellings in R2 are exempt from the National Emission Standards for Hazardous Air Pollutants, (NESHAP) but all demolition projects are subject to the safety procedures as required by OSHA.

Specific site related conditions or requirements relating to prior asbestos and hazardous material testing or abatement may be included in the supplemental data.

2.22 COMBUSTIBLE MATERIAL BURNING REGULATIONS

Open burning of combustible building material is prohibited.

Fires for the warmth of workmen are permitted, if clean fuels are used.

Such fires shall not constitute a nuisance.

2.23 INSPECTION

Allow City Inspectors unrestricted access to all parts of the work, and provide all facilities and assistance required to carry out their work of inspection and testing in a manner satisfactory to the City Inspectors.

City Inspectors have no authority to permit any deviation from the specifications except on the written order of the City, and the Contractor will be liable for any deviation except on such written order.

The City will bear the costs of such inspection for the period specified under Completion of Work, except as otherwise provided under Paragraph 2.14.6 VIOLATIONS.

2.24 MOVING OF BUILDINGS

Following conditions apply to a proposal to move buildings:

- (a)** The City reserves the right to determine acceptance of such bids on the basis of information furnished by the bidder as to the locations to which such buildings are to be moved, taking into consideration the route required to be used, interference with traffic movement, and inconvenience to the general public resulting from the use of public highways.
- (b)** Submit the following information for each building:
 - 1) Location to which building is to be moved.

- 2) Route over which building is proposed to be moved.
- 3) Overall length, width, height, and estimated gross weight of building.

2.24 MOVING OF BUILDINGS (continued)

- (c) The route to be used, the methods employed in moving, and the time of moving shall be subject to the approval of the City.
- (d) Moving proposal can be considered only if the Director of Buildings and Inspections agrees to issue a permit to bidder.

3 - PAYMENTS

3.1 IF CONTRACTOR IS TO PAY THE CITY

Submit a certified check, bank official's check or cashier's check on a solvent bank, or a money order payable to the Treasurer of the City of Cincinnati, in the full amount of the contract, immediately following receipt of notice of award.

3.2 IF THE CITY IS TO PAY THE CONTRACTOR

Payment of the sum set forth herein will be made to Contractor after completion of the removal operations in strict accordance with the Specifications and contract conditions to the satisfaction of the Superintendent, and upon the submission of a properly executed Claim Voucher - Invoice.

3.3 PARTIAL PAYMENTS BY CITY

Payments for work completed may be made monthly, but if the size of the contract is so large as to warrant it in the opinion of the City, twice monthly payments may be made.

3.4 AFFIDAVITS

3.4.1 All Contracts

Upon application for any payment execute and submit the following affidavits attached to Claim Voucher.

Form 66 - Affidavit of Original or Sub-Contractor (Labor and Material)

Form 104 - Affidavit of Contractor or Sub-Contractor (Minimum Wages)

The following form shall be submitted to the Contract Compliance Division, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202.

Monthly Employment Utilization Report shall be submitted each month during the life of the contract. Contact the Office of Contract Compliance for a copy of the current form.

3.5 FINAL COMPLETION AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City will promptly make such inspection and upon finding the work acceptable under the Contract Documents and the Contract fully performed, will approve payment of the entire balance found to be due the Contractor and noted in such Application for Payment.

If any items were erroneously estimated too large in any partial payment estimate, such error shall be corrected in the statement of total cost, and the Contractor shall have no right to any such excess and shall not be entitled to any damage on account of such correction in the statement of total cost.

Before final payment will be released (1) the Contractor shall have furnished evidence satisfactory to the City that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the work, and (2) the Contractor shall have executed and delivered in a form satisfactory to the City. Should there prove to be any such claim, obligation or lien after final payment is made, the Contractor shall refund to the City all monies that the City shall pay in satisfying, discharging or defending against such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

If requested by the City, Affidavit Form 104 or 104F must be supported by a certified copy of the detailed payroll record for the questioned period or periods. If requested by the City, Form 66 must be supported by affidavits from all Subcontractors and Suppliers.

The City may withhold payment or any estimate if (1) either of the Affidavits and/or the certified payroll records have not been submitted, or (2) if the Prevailing Rate of Wages have not been met.

The City shall have the right to withhold from payments if any of the following occur: (1) evidence of non-payment for any labor, services, materials, equipment, taxes, fuel, other necessary items, or obligations incurred in connection with the work, (2) any claim or lien filed as a result of non-payment for any of the fore mentioned, (3) any claim or lien for which the City might become liable and which is chargeable to the Contractor, (4) if the Contractor, any Subcontractor or any person under them causes damage to the work or any other work on the project, or (5) if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of this contract.

FINAL COMPLETION AND FINAL PAYMENT (Continued)

The City shall have the right to withhold from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge, and/or defend against any claim, lien, action which may be brought against it, or judgment which may be recovered thereon (2) make good any such non-payment, damage, failure or default, and (3) compensate the City for and indemnify it against any and all losses, liability, damages, costs, and expenses. This includes legal fees and disbursements which may be sustained or incurred by either the City or the Contractor. The City shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the forgoing purposes.

If the amount withheld is insufficient therefor, the Contractor shall be liable for the difference and pay the same to the City.

No payment, final or otherwise, made under or in connection with this Contract shall be conclusive evidence of the performance of the work or of this Contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Contractor from any of its obligations under this Contract; nor shall entrance and use by the City constitute acceptance of the work or any part thereof.

3.6 REMOVAL OF SIGNS

Prior to the date of final payment to the Contractor, all of the Contractor's signs of any kind shall be removed from the premises.

3.7 TAXES

While the City is generally exempt from State and Federal taxes as stated elsewhere in this document, the City will pay taxes which are included in the bidder's quotation for which exemption does not apply.

It shall be understood that prices quoted include all taxes for which the Contractor may be liable.

4 - SUPPLEMENTAL DATA

(For Use By City Requisitioning Department Only)

The following Supplemental Data must be specified by the Requisitioning Department:

- 4.1** If Cut and Fill Permit is required.
- 4.2** Availability of Building or Structure if other than specified in Paragraph 2.3.
- 4.3** Reserved Material (See Paragraph 2.5).
- 4.4** Completion Time if other than specified in Paragraph 2.9.
- 4.5** Hand Wrecking, if required (See Paragraph 2.16).
- 4.6** Extent of Removal, if other than specified in Paragraph 2.17.
- 4.7** Filled Basement, if other than required in Paragraph 2.18.
- 4.8** Sodding or Seeding, if required (See Paragraph 2.20).
- 4.9** Other Supplemental Data as required.

Note: When preparing specifications, contact Traffic Engineering Division, Detour and Construction Section, 352-6229 for any special traffic notes pertaining to your specific demolition project.