| SECTION 5      |  |  |
|----------------|--|--|
| SPECIFICATIONS |  |  |
|                |  |  |
|                |  |  |
|                |  |  |

## SECTION 011100 - SUMMARY OF WORK

#### PART 1 - GENERAL

#### 1.1 LOCATION OF THE PROJECT

- A. The project is located in two different areas of the Village; The two areas are distinct and consist of multiple connector streets and cul-de-sacs, as indicated in the contract drawings and are as follows:
  - 1. Leffingwell Drive Area includes: Leffingwell Drive from SR 45 to USS 422, Eddy Court, Chafee Drive with two branching cul-de-sacs, and Jordan Court.
  - 2. Breezewood Lane Area includes: Breezewood Lane, Mist Avenue, Sunrise Avenue, and Eastwood Ave.

#### 1.2 PROJECT DESCRIPTION

A. The project consists of a single chip seal and fog emulsion, with partial depth pavement repairs within the Leffingwell Drive Area, and a double chip seal and fog emulsion, with partial depth pavement repairs within the Breezewood Lane Area. The project also includes a portion of full depth asphalt replacement on Eastwood Avenue.

#### 1.3 SPECIFICATIONS

- A. In general, these Specifications describe the work to be performed by the various trades, other than work specifically excluded. It shall be the responsibility of the Contractor and Subcontractors to perform all work incidental to their trade, whether or not specific mention is made of each item, unless such incidentals are included under another Item.
- B. It is advised that the Contractor and all Subcontractors familiarize themselves with the contents of the complete Specifications, particularly for the trades preceding, following, related or adjacent to their work.

#### 1.4 DRAWING SCHEDULE

- A. The work to be done under this Contract is shown on the following Drawings:
  - 1. TITLE SHEET
  - 2. GENERAL NOTES
  - 3. GENERAL DETAILS
  - 4. OVERALL IMPROVEMENT PLANS (1 OF 2)
  - 5. OVERALL IMPROVEMENT PLANS (2 OF 2)
  - 6. LEFFINGWELL DR. STA. 0+00 TO 9+50
  - 7. LEFFINGWELL DR. STA. 9+50 TO 18+50
  - 8. LEFFINGWELL DR. STA. 18+50 TO 28+50
  - 9. LEFFINGWELL DR. STA. 28+50 TO 36+95
  - 10. JORDAN CT. STA. 90+11 TO 96+00
  - 11. CHAFFEE DR. STA. 50+12 TO 59+50
  - 12. CHAFFEE DR. STA. 59+50 TO 70+00
  - 13. CHAFFEE DR. STA. 70+00 TO 78+00

- 14. CHAFFEE DR. STA. 78+00 TO 81+82 & CUL DE SACS
- 15. EDDY CT. STA 40+11 to 42+51
- 16. BREEZEWOOD LN. STA. 200+00 TO 210+50
- 17. BREEZEWOOD LN. STA. 210+50 TO 221+50
- 18. BREEZEWOOD LN. STA. 221+50 TO 231+50
- 19. BREEZEWOOD LN. (EASTWOOD AVE.) STA. 231+50 TO 240+57
- 20. MIST AVE. STA. 250+00 TO 254+92
- 21. MAINTENANCE OF TRAFFIC PLAN

#### PART 1 - GENERAL

#### 1.1 GENERAL

A. The Contractor will be allowed the use of as much of the site designated for the improvements as is necessary for his operation.

#### 1.2 USE OF STREETS

- A. During the progress of the work, the Contractor shall make ample provisions for both vehicle and pedestrian traffic on any public street and shall indemnify and save harmless the Owner from any expense whatsoever due to their operations over said streets. The Contractor shall also provide free access to all the fire hydrants, water, and gas valves located along the line of his work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Street intersections may be blocked only one-half at a time, and the Contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public.
- B. In the event of the Contractor's failure to comply with these provisions, the Owner may cause the same to be done, and may deduct the cost of such work from any monies due the Contractor under this Agreement, but the performance of such work by the Owner at its instance shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.
- C. The Contractor shall repair at no cost to the Owner, all existing roads, parking areas, grassed areas that are damaged due to the execution of his work. The Contractor shall remove daily all mud, soil and debris that may be tracked onto existing streets, drives, or walks by his equipment or that of subcontractors or suppliers.

#### 1.3 CLOSING STREETS TO TRAFFIC

The Contractor may with the approval of the OWNER, close streets, or parts of streets, to vehicular traffic. The streets are to remain closed as long as the construction work or the condition of the finished work requires or as determined by the OWNER. The OWNER shall be the judge of how many streets or parts of streets it is necessary for the Contractor to close at any time, and may refuse to permit the closing of additional streets to traffic until the majority of the work on the closed streets is completed and they are opened to traffic.

#### 1.4 RIGHTS-OF-WAY

A. Whenever it is required to perform work within the limits of public or private property or in rights-of-way, such work shall be done in conformity with all agreements between the Owner and the owners of such. Care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of

rubbish and the grading of surplus materials, and the restoration of said public or private property to the same general conditions as pertained at the time of entry for work to be performed under this contract.

- B. The Contractor shall not (except after consent from the proper parties) enter or occupy with men, tools or equipment, any land outside the rights-of-way or property of the Owner.
- C. When the Contractor performs construction within 10 ft. of a right-of-way or easement line, he shall place tall stakes properly identified at points of change in width or direction of the right-of-way or easement line and at points along the line so that at least two stakes can be seen distinctly from any point on the line.

#### 1.5 EASEMENTS

- A. Where the work is to be constructed upon easements, such easements will be secured by the Owner without cost to the Contractor. The Contractor shall not enter upon or occupy any private property outside of the limits of the easements furnished.
- B. Care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials, and the restoration of said public or private property to the same general conditions as pertained at the time of entry for work to be performed under this contract.

## 1.6 PROTECTING EXISTING BUILDINGS, STRUCTURES AND ROADWAYS

A. The Contractor shall, at his own expense, shore up and protect any buildings, roadways, utilities or other public or private structures which may be encountered or endangered in the prosecution of the work, and that may not be otherwise provided for, and he shall repair and make good any damages caused to any such property by reason of his operations. All existing fences removed due to the prosecution of the work shall be replaced by the Contractor. No extra payment will be made for said work or material, but the cost of this work must be included in the price stipulated for the work to be done under this contract.

#### 1.7 SITE FACILITIES

A. The Contractor shall furnish and place sufficient quantities of portable toilet facilities at locations convenient for use by the Contractor's personnel, Subcontractors, the Engineer, and the Owner.

## 1.8 RESTORATION

A. The contractor shall restore all areas per the plans and specifications and if not specified, at least to the condition existing prior to the start of work.

# SECTION 011423 - ADDITIONAL WORK, OVERTIME

## PART 1 - GENERAL

# 1.1 NIGHT, SUNDAY AND HOLIDAY WORK

A. No work will be permitted at night, Sunday or legal holidays except as noted on the plans or in the case of emergency and then only upon written authorization of the Engineer. Where no emergency exists, but the Contractor feels it advantageous to work at night, Sunday or legal holidays, the Contractor shall notify the Engineer at least two (2) days in advance, requesting written permission. Any work performed during the absence of the Engineer will be done at the Contractor's risk and responsibility and may be subject to rejection upon later inspection.

#### SECTION 012513 – PRODUCT SUBSTITUTION PROCEDURES

## PART 1 - GENERAL

# 1.1 MATERIALS AND EQUIPMENT

- A. In the specifications and on the Engineer's drawings, are specified and shown certain pieces of equipment and materials deemed most suitable for the service anticipated. This is not done to eliminate other equipment and materials equally as good and efficient. The Contractor shall prepare his bid on the particular materials and equipment specified. Following the award of the contract, should the Contractor desire to use other equipment and materials, he shall submit to the Owner a written request for such change and state the advantage to the Owner and the savings or additional cost involved by the proposed substitution. The determination as to whether or not such change will be permitted rests with the Owner and the Engineer.
- B. Each major item of equipment shall be inspected by a manufacturer's representative during installation and upon completion of the work. The Contractor shall supply the Engineer with a certificate of such inspection.

#### SECTION 013119 - PROJECT MEETINGS

#### PART 1 - GENERAL

## 1.1 PRECONSTRUCTION MEETING

- A. Prior to the Contractor beginning any work on the project, the Owner will schedule and hold a preconstruction meeting to discuss all aspects of the contract work.
- B. The Contractor shall be present and be prepared to comment in detail on all aspects of his work.
- C. The Contractor shall bring to the preconstruction meeting a proposed construction progress schedule, erosion control plan, quality control program, concrete mix designs, asphalt mix designs (JMF), etc. Approval of each by the Engineer is required prior to the start of any work.
- D. Included in the construction progress schedule shall be an implementation sequence of the proposed erosion control efforts required by the contract.

#### 1.2 PROGRESS MEETINGS

- A. Monthly progress meetings will be held at a location to be determined by the Owner on a regularly scheduled day mutually convenient to the Owner, Contractor, and Engineer.
- B. The Contractor shall provide an updated construction progress schedule and be prepared to comment in detail on all aspects of his work.

#### SECTION 013216 - CONSTRUCTION PROGRESS SCHEDULE

#### PART 1 - GENERAL

#### 1.1 PROGRESS SCHEDULE

A. Immediately after signing the Contract, the General Construction Contractor shall prepare a graphic progress schedule, indicating the work to be executed during each month and the rate of expected progress to secure completion on the agreed-upon completion date. The progress schedule shall be approved by the Engineer and Owner prior to starting work on the site. Copies of such graphic progress charts, upon which has been indicated the actual progress, shall be furnished to the Engineer with each requisition for payment.

This progress schedule must follow these general time frames (may vary with project):

- 1. Chip seal, paving fabric and/or the leveling course must start within 7 calendar days from the date of milling.
- 2. Casting adjustments and/or curb replacements must start within 7 calendar days from the completion of the chip seal, intermediate course and/or fabric.
- 3. Surface course asphalt concrete must begin installation within 7 calendar days from the completion of the casting adjustments and/or curb replacement.
- 4. Traffic paint, temporary or permanent must be installed within a time period as deemed adequate and desirable for each location.
- B. Should the rate of progress fall materially behind the scheduled rate of progress, and unless the delay is authorized by the Engineer, each offending Contractor shall furnish additional labor, work overtime, or take other necessary means required for completion of the work on the scheduled date. No additional compensation beyond the set Contract price shall be paid for action taken or overtime expense incurred in maintaining scheduled progress.

#### SECTION 013323 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

#### PART 1 - GENERAL

#### 1.1 GENERAL

- A. The Contractor shall submit detailed drawings, acceptable catalog data, specifications and material certifications for all equipment and materials specified or required for the proper completion of the work.
- B. The intent of these items is to demonstrate compliance with the design concept of the work and to provide the detailed information necessary for the fabrication, assembly and installation of the work specified. It is not intended that every detail of all parts of manufactured equipment be submitted, however sufficient detail will be required to ascertain compliance with the specifications and establish the quality of the equipment proposed.
  - Shop Drawings shall be sufficiently clear and complete to enable the Engineer/Architect and Owner to determine that items proposed to be furnished conform to the specifications and that items delivered to the site are actually those that have been reviewed.
- C. It is emphasized that the Engineer/Architect's review of Contractor's submitted data is for general conformance to the contract drawings and specifications but subject to the detailed requirements of drawings and specifications. Although the Engineer/Architect may review submitted data in detail, such review is an effort to discover errors and omissions in Contractor's drawings. The Engineer/Architect's review shall in no way relieve the Contractor of his obligation to properly coordinate the work and to Engineer/Architect the details of the work in such manner that the purposes and intent of the contract will be achieved. Such review by the Engineer/Architect shall not be construed as placing on him or on the Owner any responsibility for the accuracy and for proper fit, functioning or performance of any phase of the work included in the contract.
- D. Shop Drawings shall be submitted in proper sequence and with due regard to the time required for checking, transmittal and review so as to cause no delay in the work. The Contractor's failure to transmit appropriate submittals to the Engineer/Architect sufficiently in advance of the work shall not be grounds for time extension.
- E. The Contractor shall submit Shop Drawings for all fabricated work and for all manufactured items required to be furnished in the Contract in accordance with the General Provisions and as specified herein. Shop Drawings shall be submitted in sufficient time to allow at least twenty-one (21) calendar days after receipt of the Shop Drawings from the Contractor for checking and processing by the Engineer/Architect.
- F. It is the responsibility of each Prime Contractor to furnish to all other Prime Contractors and especially the General Construction Contractor reviewed Shop Drawings for guidance in interfacing the various trades; i.e., sleeves, inserts, anchor bolts, terminations, and space requirements.

- G. No work shall be performed requiring Shop Drawings until same have been reviewed by Engineer/Architect.
- H. Accepted and reviewed Shop Drawings shall not be construed as approval of changes from Contract plan and specification requirements.
- I. The Engineer/Architect will review the first and second Shop Drawing item submittals at no cost to the Contractor. Review of the third submittal and any subsequent submittal will be at the Contractor's expense. Payment will be deducted from the Contract amount at a rate of 2.8 times direct labor cost plus expenses.

#### 1.2 SUBMITTAL PROCEDURE

- A. All required submissions shall be made to the Engineer/Architect by the Prime Contractor(s) only. Any data prepared by subcontractors and suppliers and all correspondence originating with subcontractors, suppliers, etc., shall be submitted through the Contractor.
- B. Contractor shall review and approve all Shop Drawings prior to submission. Contractor's approval shall constitute a representation to Owner and Engineer/Architect that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.
- C. Submittal Preparation: Mark each submittal with a permanent label or page for identification. Provide the following information on the label for proper processing and recording of action taken:
  - 1. Location
  - 2. Project Name
  - 3. Contract
  - 4. Name and Address of Engineer/Architect
  - 5. Name and Address of Contractor
  - 6. Name and Address of Subcontractor
  - 7. Name and Address of Supplier
  - 8. Name of Manufacturer
  - 9. Number and Title of appropriate Specification Section
  - 10. Drawing Number and Detail References, as appropriate.
  - 11. Submittal Sequence or Log Reference Number.
    - a. Provide a space on the label for the Contractor's review and approval markings and a space for the Engineer/Architect's "Action Stamp".
- D. Each Shop Drawing, sample and product data submitted by the Contractor shall have affixed to it the following Certification Statement including the Contractor's Company name and signed by the Contractor:

Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog

| numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements. |              |  |  |
|---|--------------|--|--|
|   |              |  |  |
| Signature   | Date         |  |  |
| Company   | <del>_</del> |  |  |

- E. Shop Drawings shall be submitted in not less than six (6) copies to the Engineer/Architect at the address specified at the Preconstruction Conference. Single mylar or sepia reproducible copies of simple Shop Drawings may be submitted with prior approval of the Engineer/Architect.
- F. At the time of each submission, Contractor shall <u>in writing</u> identify any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.
- G. Drawings shall be clean, legible and shall show necessary working dimensions, arrangement, material finish, erection data, and like information needed to define what is to be furnished and to establish its suitability for the intended use. Specifications may be required for equipment or materials to establish any characteristics of performance where such are pertinent. Suitable catalog data sheets showing all options and marked with complete model numbers may, in certain instances, be sufficient to define the articles which it is proposed to furnish.
- H. SAMPLES: For product which require submittal of samples, furnish samples so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted. Properly label samples, indicating the material or product represented, its place of origin, the names of the vendor and Contractor and the name of the project for which it is intended. Ship samples prepaid. Accompany samples with pertinent data required to judge the quality and acceptability of the sample, such as certified test records and, where required for proper evaluation, certified chemical analyses.

#### 1.3 REVIEW PROCEDURE

- A. Engineer/Architect will review with reasonable promptness all properly submitted Shop Drawings. Such review shall be only for conformance with the design concept of the Project and for compliance with the information given in the plans and specifications and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto.
- B. The review of a separate item as such will not constitute the review of the assembly in which the item functions. The Contractor shall submit entire systems as a package.
- C. All Shop Drawings submitted for review shall be stamped with the Engineer/Architect's action and associated comments.
- D. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer/Architect will review each submittal, mark to

indicate action taken, and return accordingly. Compliance with specified characteristics is the Contractor's responsibility.

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

- 1. If Shop Drawings are found to be in general compliance, such review will be indicated by marking the first statement.
- 2. If only minor notes in reasonable number are needed, the Engineer/Architect will make same on all copies and mark the second statement. Shop Drawings so marked need not be resubmitted.
- 3. If the submitted Shop Drawings are incomplete or inadequate, the Engineer/Architect will mark the third statement, request such additional information as required, and explain the reasons for revision. The Contractor shall be responsible for revisions, and/or providing needed information, without undue delay, until such Shop Drawings are acceptable. Shop Drawings marked with No. 3 shall be completed resubmitted.
- 4. If the submitted Shop Drawings are not in compliance with the Contract Documents, the Engineer/Architect will mark the fourth statement. The Contractor will be responsible to submit a new offering conforming to specific products specified herein and/or as directed per review citations.
- E. No submittal requiring a Change Order for either value or substitution or both, will be returned until the Change Order is approved or otherwise directed by the Owner.

# APPLICATION FOR USE OF SUBSTITUTE ITEM

| TO:  |   |   |   |  |
|------|---|---|---|--|
| PROJ | ECT:  |   |   |  |
| SPEC | IFIED   | ITEM:   |   |  |
| Page | :   | Paragraph   | Description   |  |
| A.   | The undersigned requests consideration of the following as a substitute item in accordance with Article 6.05 of the General Conditions.   |   |   |  |
| В.   | Chan  | nge in Contract Price (indicate + or -) \$  |   |  |
| C.   | Attached data includes product description, specifications, drawings, photographs, references, past problems and remedies, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. For consideration of the attached data as SHOP DRAWINGS, submittal shall be in accordance with requirements of Section 013323. |   |   |  |
| D.   |   | tached data also includes a description of changes to the Contract Documents that the proposed bstitution will require for its proper installation. |   |  |
|      | The undersigned certifies that the following paragraphs, unless modified by attachments are correct:  |   |   |  |
|      | 1.  | The proposed substitute does not affect dime  | ensions shown on Drawings.  |  |
|      | 2.  | The undersigned will pay for changes to the design, detailing, and construction costs cause   |   |  |
|      | 3.  | * *   | se affect on other contractors, the construction (If proposed substitution affects construction |  |
|      |   | CONSECUTIVE CALENDAR  | DAYS  |  |
|      | 4.  | Maintenance and service parts will be locally   | y available for the proposed substitution.  |  |
|      |   | The undersigned further states that the funct   | ion, appearance, and quality of the proposed  |  |

substitution are equivalent or superior to the specified item, and agrees to reimburse the OWNER for the charges of the ENGINEER for evaluating this proposed substitute item.

| E.       | Signature:   |  |
|----------|--------------|--|
|          | Firm:        |  |
| Address: |              |  |
| T. 1     |              |  |
|          | ohone:       | Date:  |
| Attac    | hments:      |  |
|          |              |  |
|          |              |  |
|          |              |  |
| For u    | se by ENGINE | ER:  |
|          | Accepto      | ed as evidenced by affixed SHOP DRAWING REVIEW stamp.  |
|          |              | ed as evidenced by included CHANGE ORDER. epted as submitted. See Remarks.                     |
|          | Accepta      | ance requires completion of submittal as required for SHOP DRAWINGS.  septed. Do not resubmit. |
| By:      |              | Date:  |
| Rema     | arks:        |  |
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# APPLICATION FOR USE OF "OR-EQUAL" ITEM

| TO:     |   |   |             |
|---------|---|---|-------------|
| PROJI   | ECT:  |   |             |
| SPECI   | FIED ITEM:  |   |             |
|         |   |   |             |
| Page    |   | Paragraph   | Description |
| A.      | The undersigned requests consideration of the following as an "or-equal" item in accordance with Article 6.05 of the General Conditions.  |   |             |
| В.      | Change in Contrac   | t Price (indicate + or -) \$  |             |
| C.      | Attached data includes product description, specifications, drawings, photographs, references, past problems and remedies, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. For consideration of the attached data as SHOP DRAWINGS, submittal shall be in accordance with requirements of Section 013323. |   |             |
| D.      | Signature:  |   |             |
|         | Firm:   |   |             |
|         | Address:  |   |             |
|         |   |   |             |
| Teleph  | one:  | Date  | ::<br>      |
| Attach  | ments:  |   |             |
|         |   |   |             |
|         |   |   |             |
|         |   |   |             |
| For use | e by ENGINEER:  |   |             |
|         | Accepted as e Not accepted a Acceptance re  | videnced by affixed SHOP DRAV<br>videnced by included CHANGE (<br>as submitted. See Remarks.<br>quires completion of submittal as<br>Do not resubmit. |             |

| Ву:      | Date: |
|----------|-------|
|          |       |
|          |       |
|          |       |
| Remarks: |       |
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#### SECTION 013543 - ENVIRONMENTAL PROTECTION

#### PART 1 - GENERAL

# 1.1 UNNECESSARY NOISE, DUST AND ODORS

A. The Contractor's performance of this contract shall be conducted so as to eliminate all unnecessary noise, dust and odors.

## 1.2 SEWAGE, SURFACE AND FLOOD FLOWS

A. The Contractor shall take whatever action is necessary to provide all necessary tools, equipment and machinery to adequately handle all sewage, surface flows and flood flows which may be encountered during the performance of the work. The entire cost of and liability for handling such flows is the responsibility of the Contractor and shall be included in the price for the appropriate item.

#### 1.3 WORK IN FREEZING WEATHER

A. Written permission from the Engineer shall be obtained before any work is performed which, in the judgment of the Engineer, may be affected by frost, cold, or snow. When work is performed under such conditions, the Contractor shall provide facilities for heating the materials and for protecting the finished work.

#### 1.4 POLLUTION CONTROL

- A. It shall be the responsibility of the Contractor to prevent or limit pollution of air and water resulting from his operations.
- B. The Contractor shall perform work required to prevent soil from eroding or otherwise entering onto all paved areas and into natural watercourses, ditches, and public sewer systems. This work shall conform to all local ordinances and/or regulations, if any, and if not otherwise regulated by local ordinances or regulations shall at a minimum conform to the Ohio EPA General Storm Water NPDES Permit for Construction Activities and the Ohio Department of Natural Resources Rainwater and Land Development manual. This work may consist of but not be limited to construction and continual maintenance of silt fence, bio bag filters, sedimentation traps, stilling basins, check dams, temporary seeding, temporary mulching, erosion mats and other means to clarify waters containing suspended materials from excavations, embankments, cleared and grubbed or stripped areas, stockpiles, well points, and disposal sites and shall be commensurate with the contractor's schedule, sequence of work, means and methods. If a SWPPP plan is not required for the project, the contractor shall at a minimum submit a plan of his proposed erosion control prevention methods for approval by the Owner and/or other regulatory authorities having jurisdiction prior to starting any construction activities which may cause erosion.

- C. The Contractor shall perform work required to prevent dust attributable to his operations from entering the atmosphere. Dust on unsurfaced streets or parking areas and any remaining dust on surfaced streets shall be controlled with water and/or calcium chloride dust palliative as needed.
- D. Any material removed from sanitary or storm sewers shall be disposed in accordance with all applicable regulations.

#### SECTION 014126 - GENERAL REGULATIONS AND PERMITS

#### PART 1 - GENERAL

#### 1.1 REGISTRATION

All Contractors and subcontractors shall be registered with the Building Department having jurisdiction. Contact the Building Department for additional registration information.

#### 1.2 PERMITS

The Contractor shall apply for and pay for all permits from the Owner and/or other authorities having jurisdiction.

#### 1.3 ARCHAEOLOGICAL DISCOVERIES

Contractors and subcontractors are required under Ohio Revised Code (O.R.C.) Section 149.53, to notify Ohio's State Historic Preservation Office (SHPO), and to cooperate with that office in archaeological and historic surveys and mitigation efforts if such discoveries are uncovered within the project area.

Contact: Ohio's State Historic Preservation Office

Diana Welling, Resource Protection & Review Department Manager

Phone: 1-614-298-2000

Email: dwelling@ohiohistory.org

Should archaeological discoveries or other activities delay progress of the work, an adjustment in contract time will be made.

#### SECTION 014223 - INDUSTRY STANDARDS

#### PART 1 - GENERAL

#### 1.1 ABBREVIATIONS

A. Abbreviations, as used, designate the following:

AASHTO - American Association of State Highway and Transportation

Officials

ACI - American Concrete Institute

AIEE - American Institute of Electrical Engineers
AISC - American Institute of Steel Construction
ANSI - American National Standards Institute
ASTM - American Society of Testing and Materials

AWWA - American Water Works Association
CMS - Construction and Material Specifications

NEMA - National Electrical Manufacturers Association
ODOT - Ohio Department of Transportation

ORC - Ohio Revised Code

UL - Underwriters Laboratories, Inc.

#### 1.2 REFERENCE TO OTHER SPECIFICATIONS

A. Where reference is made to specifications such as ASTM, AWWA or AASHTO, the latest edition shall be used, unless otherwise noted on the plans or in the specifications.

## 1.3 CODES AND STANDARDS

A. All work provided for by these specifications must be installed according to the provisions of the State and local building codes, subject to inspection and acceptance by the State and local inspectors.

## SECTION 014323 – QUALIFICATIONS OF TRADESMEN

#### PART 1 - GENERAL

# 1.1 CHARACTER OF WORKMEN AND EQUIPMENT

- A. The Contractor shall employ competent and efficient workmen for every kind of work. Any person employed on the work who shall refuse or neglect to obey directions of the Owner or his representative, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Owner so orders, and shall not be re-employed unless express permission be given by the Owner. The methods, equipment and appliances used on the work and the labor employed shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the specified time limit.
- B. In hiring of employees for the performance of work under this Contract, or any Subcontract hereunder, no Contractor or Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the State of Ohio in the work to which the employment relates. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex or color.

# SECTION 015213 - FIRST AID

# PART 1 - GENERAL

# 1.1 AID TO THE INJURED

The Contractor shall keep on the work site, all articles necessary for giving "First Aid to the Injured". They shall also have standing arrangements for the immediate removal and hospital treatment of any employee or other person who may be injured on the work site.

#### SECTION 015526 - TEMPORARY TRAFFIC CONTROL DEVICES

#### PART 1 - GENERAL

## 1.1 BARRICADES, SIGNS AND LIGHTS

- A. The Contractor shall employ watchmen on the work when and as necessary. The Contractor shall erect and maintain such strong and suitable barriers and such lights as will effectively prevent the occurrence of any accident to health, limb or property. Lights shall be maintained between the hours of one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise.
- B. No manhole, trench, excavation will be left open awaiting connection or removal at a later date by the Contractor's forces or others but shall be temporarily backfilled and resurfaced if applicable with a temporary pavement passable to traffic at no additional cost to the Owner.
- C. In addition to other safety requirements, a minimum of four (4) foot high fence will be incorporated around any shaft or manhole or other excavation left open at the end of a day's work.

#### 1.2 MAINTENANCE OF TRAFFIC

- A. The Contractor is required to provide maintenance of traffic in conformance with the Ohio Manual of Uniform Traffic Control Devices and Item 614 of the current Construction and Material Specifications of the Ohio Department of Transportation.
- B. This work shall include providing suitable and satisfactorily trained and properly attired flagmen for use at any location where existing roadway is narrowed to a width of less than 2 full lanes (18 feet).
- C. The Contractor is also responsible for maintaining local access to all residences and businesses along the route of the construction and to provide whatever temporary materials are necessary to provide a safe, adequate drive surface.
- D. At all boring locations, Contractor shall provide suitable flashers, barricades, and traffic control devices as may be deemed necessary by the Engineer or the responsible authority in the case of the Department of Transportation, Turnpike Commission, or affected railroad. This may extend to maintain facilities on a 24-hour basis until such time as the areas are completely backfilled.

#### SECTION 016600 - PRODUCT HANDLING AND PROTECTION

#### PART 1 - GENERAL

#### 1.1 DELIVERY AND STORAGE OF MATERIALS

- A. The Contractor shall be responsible for delivery and storage of all materials.
- B. The Contractor shall coordinate with the Engineer on the arrangement for storing construction materials and equipment. Deliveries of all construction materials and equipment should be made at suitable times.
- C. The Contractor shall store all materials required for the performance of this contract at sites designated by the Engineer.
- D. All stockpiles shall be neat, compact, completely safe, and barricaded with warning lights if necessary.
- E. Precautions shall be taken so that no shade trees, shrubs, flowers, sidewalks, driveways or other facilities will be damaged by the storage of materials. The Contractor shall be responsible for the restoration of all stockpile sites to their original condition.
- F. Materials, tools and machinery shall not be piled or placed against shade trees, unless they shall be amply protected against injury therefrom. All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with red lights at night time so as to warn the traffic of such obstruction.
- G. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, shall again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the construction site may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by the Contractor at his expense. Private property shall not be used for storage purposes without written permission of the property owner or lessee, and copies of such written permission shall be furnished the Engineer. All storage sites shall be restored to their original condition by the Contractor at his expense.

#### SECTION 017800 - FINAL COMPLIANCE AND SUBMITTALS

#### PART 1 - GENERAL

- 1.1 The following forms and related sign-offs shall be documented in accordance with provisions of the contract. These forms shall be completed by the Contractor and approved by the Owner before final retainer is approved for release. Forms for Items A to E will be attached to the Contractor's executed copy of the contract.
  - A. Certificate of Substantial Completion (To be submitted at time of Substantial Completion).
  - B. Contractor's Certification of Completion.
  - C. Contractor's Affidavit of Prevailing Wage.
  - D. Consent of Surety Company for Final Payment.
  - E. Affidavit of Final Acceptance Date and Correction Period.
  - F. Before the OWNER will approve and accept the work and release the retainer, the CONTRACTOR will furnish the OWNER a written report indicating the resolution of any and all property damage claims filed with the CONTRACTOR by any party during the construction period. The information to be supplied shall include, but not be limited to, name of claimant, date filed with CONTRACTOR, name of insurance company and/or adjuster handling claim, how claim was resolved and if claim was not resolved for the full amount, a statement indicating the reason for such action.