



City of Cleveland
Justin M. Bibb, Mayor

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Division of Purchases & Supplies
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May 3, 2024

ADDENDUM 2

BID TITLE: File No. 45-24 2024 Demo of Various Building & Structures for various Divisions of Port Control

BID DUE: Friday, May 17, 2024 at 12 o'clock noon (Eastern Time)

Attention Bidders:

We have been requested to issue the addendum for the following:

Please ensure that a copy of this addendum is included and returned with the bid specifications furnished to you by this office, as it will have the same force and effect as if it were part of the specifications originally issued.

1. Extend Bid opening date to Friday May 17, 2024.
2. Part C Supplemental General Conditions.
3. Exhibit A- True for Construction Project Pilot Guidance.
4. Exhibit B- Material Processing Details Table.
5. Demolition Map.
6. Building Demolition Aerials and Square Footage.

If you have any questions regarding the attached, please contact Steve Decker at 216-664-2624. Thank you for your prompt attention and assistance in this matter.

Signature of Potential Bidder & Name of Company

Today's Date

Thank you

Donia Patterson, Assistant Administrator
Purchases & Supplies

CC:

Attachments

**PART C
SUPPLEMENTAL GENERAL CONDITIONS
INDEX**

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PART C
SUPPLEMENTAL GENERAL CONDITIONS

C-1 PURPOSE OF SUPPLEMENTAL GENERAL CONDITIONS

The purpose of the Supplemental General Conditions is to amplify and/or enhance Part B-General Conditions and to supplement the Construction Contract.

C-2 DEFINITIONS OF TERMS

AASHTO

The American Association of State Highway and Transportation Officials, the successor association to AASHO (FAA-10-01).

ACCESS ROAD

The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway (FAA-10-02).

ADVERTISEMENT

A public announcement as required by local law, inviting bids for work to be performed and materials to be furnished (FAA-10-03).

AIP

The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration (FAA-10-04).

AIR OPERATIONS AREA (AOA)

For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron (FAA-10-05).

AIRPORT

Airport means an area of land or water, which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any (FAA-10-06). Where the word "Airport" appears the same shall mean, Cleveland Hopkins International Airport (CHIA), Cleveland, Ohio.

AIRPORT ENGINEER

Where the words "Airport Engineer" appear, the same shall mean Cleveland Hopkins International Airport Engineering Department.

ARCHITECT (ARCHITECT/ENGINEER)

See Designer.

ASTM

The American Society for Testing and Materials (FAA-10-07).

AWARD

The acceptance, by the owner, of the successful bidder's proposal (FAA-10-08).

BID BOND

Where Bid Bond appears it shall mean Proposal Guaranty

BIDDER

Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated (FAA-10-09).

BUILDING AREA

An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon (FAA-10-10).

CALENDAR DAY

Every day shown on the calendar (FAA-10-11).

CHANGE ORDER

A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract (FAA-10-12).

CONTRACT

The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders (FAA-10-13).

CONTRACT ITEM (PAY ITEM)

A specific unit of work for which a price is provided in the contract (FAA-10-14).

CONTRACT TIME

The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date (FAA-10-15).

CONTRACTOR

The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work (FAA-10-16).

DESIGNER

The Designer is the Architectural, Engineering, Graphic Consulting Firm or other Professional Design Consultant that is the Designer of Record.

DIRECTOR

The Department of Port Control or authorized representative. Sometimes referred to as Owner or Sponsor.

DRAINAGE SYSTEM

The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area (FAA-10-17).

DPC

DPC means the Department of Port Control and is comprised of employees of the City of Cleveland, working within the Program for the Director.

ENGINEER

The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative (FAA-10-18). In the FAA Specifications and Contract Specifications where the word "Engineer" appears, it shall mean "Resident Engineer."

EQUIPMENT

All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work (FAA-10-19).

EXTRA WORK

An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified (FAA-10-20).

FAA

The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative (FAA-10-21).

FEDERAL SPECIFICATIONS

The Federal Specifications and Standards, and supplements, amendments and indices thereto are prepared and issued by the General Services Administration of the Federal Government (FAA-10-22).

FIELD ENGINEER

Refers to the on-site representative of the Designer. Field Engineer shall observe and evaluate Contractor's Work for conformance to project Technical Specifications and Plans and report such findings in daily written reports to the Resident Engineer.

INSPECTOR

Inspector is an on-site construction representative of DPC.

INTENTION OF TERMS

Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference (FAA-10-24).

LABORATORY

The official testing laboratories of the owner or such other laboratories as may be designated by the Engineer (FAA-10-25).

LIGHTING

A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface (FAA-10-26).

MAJOR AND MINOR CONTRACT ITEMS

A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the contract award. All other items shall be considered minor contract items (FAA-10-27).

MATERIALS

Any substance specified for use in the construction of the contract work (FAA-10-28).

NOTICE-TO-PROCEED

A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice-to-Proceed shall state the date on which the contract time begins (FAA-10-29).

OWNER (SPONSOR)

The term owner shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term sponsor shall have the same meaning as the term owner (FAA-10-30). Wherever the word "Owner" appears it shall mean City of Cleveland, Ohio.

PAVEMENT

The combined surface course, base course, and sub-base course, if any, considered as a single unit (FAA-10-31).

PAYMENT BOND

The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work (FAA-10-32).

PERFORMANCE BOND

The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract (FAA-10-33) Where Performance Bond appears it shall mean "Surety Bond."

PROJECT

The agreed scope of work for accomplishing specific airport development with respect to a particular airport (FAA-10-35).

PROPOSAL

The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications (FAA-10-36).

PROPOSAL GUARANTY

The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the owner (FAA-10-37). "Proposal Guaranty" and "Bid Bond" shall be synonymous.

PUNCH LIST WORK

Punch List Work means minor adjustments, repairs or deficiencies in the Work. Whether an item is Punch List Work or necessary for Substantial Completion shall be determined by the Resident Engineer.

RESIDENT ENGINEER

The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly as an authorized representative of the Airport Engineer. Where the word "Engineer" appears, it shall mean "Resident Engineer."

RUNWAY

The area on the airport prepared for the landing and takeoff of aircraft (FAA-10-38).

SOLID WASTE

The unwanted residual solid or semisolid material, including, but not limited to, garbage, scrap tires, combustible and noncombustible material, street dirt, and debris, as results from industrial, commercial, agricultural and community operations, excluding earth or material from construction, mining, or demolition operations, or other waste materials of the type that normally would be included in demolition debris. Solid waste does not include any material that is an infectious waste or a hazardous waste.

SPECIFICATIONS

A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract

specifications by reference shall have the same force and effect as if included in the contract physically (FAA-10-39).

STRUCTURES

Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein (FAA-10-40).

SUBGRADE

The soil which forms the pavement foundation (FAA-10-41).

SUBSTANTIAL COMPLETION

Substantial Completion of a milestone or phase of the project is the date upon which, in the determination of the Resident Engineer, the Contractor has completed all work in accordance with the Contract Documents, except for "Punch List" Work, and the City is able to occupy and/or use the Project Site that makes up the Phase or Milestone of the project for the purpose intended.

SUPERINTENDENT

The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction (FAA-10-42).

SUPPLEMENTAL AGREEMENT

A written agreement between the Contractor and the owner covering: (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract (FAA-10-43).

SURETY

The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the owner by the Contractor (FAA-10-44).

TAXIWAY

For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas (FAA-10-45).

WORK

The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications (FAA-10-46).

WORKING DAY

A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days (FAA-10-47).

C-3 ENGINEER AND DESIGNER STATUS**RESIDENT ENGINEER'S STATUS**

- A. The Resident Engineer, under the direction of the Director, will have general supervision and direction of the work.
- B. The Resident Engineer will have authority to stop the work. If the Resident Engineer should stop the work, he shall immediately notify the Airport Engineer of such stoppage and the reason therefore, and, if the Airport Engineer so requests, give him written confirmation of the reason for such stoppage.
- C. The Resident Engineer will make written recommendations to the Airport Engineer in regard to all claims and other matters relating to the execution and progress of the work and interpretation of the contract documents. The Director or delegated representative shall make the decisions on all such matters. Upon request of the Director or delegated representative, the Resident Engineer will confirm in writing, any oral order, direction, requirements or determination.
- D. The Resident Engineer, the Airport Engineer and their authorized representatives shall at all times have access to inspect the work whenever it is in preparation, progress, being manufactured or fabricated. The Contractor shall arrange and provide proper facilities for access and inspection to determine whether the Work is being done in accordance with the contractual requirements.

C-4 FORMS AND PROCEDURE

The Resident Engineer shall prescribe the forms, methods and procedures to be followed by the Contractor when submitting, invoices, breakdowns and all other items required during contract performance.

C-5 PERMITS, LICENSES, ETC.

The following modifies Clause B-22 of General Conditions:

Contractor is responsible to determine all permits applicable to this project whether or not they are listed below.

The Contractor shall apply for, obtain and pay for all permits and licenses required to perform the work required under the Contract Documents. Contractor shall secure at his expense all licenses, permits, and inspection certificates. The City of Cleveland, Department of Community

Development, Division of Building and Housing has a policy of charging for permits on all City building projects. Contractor is responsible for the cost of these, if applicable, and any other necessary permits or fees with their bid.

C-6 SCHEDULE OF UNIT PRICES

When requested by the Director or designate, the Contractor shall compile unit prices, including profit and overhead, of all various items of work and material which are included in the Contract. The sum of the amounts obtained by multiplying unit cost times the estimated quantities shall equal the contract price.

C-7 PROGRESS SCHEDULE

This Clause modifies or enhances Part B-6.B-General Conditions

1. General

- a. It is also understood and agreed that **TIME IS OF THE ESSENCE OF THE CONTRACT**: The Contractor agrees to begin actual work covered by this Contract in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the entire work under this Contract within the calendar days stipulated, after the date for commencement of work, as specified in the written Notice-to-Proceed to the Contractor from the Airport Engineer. The Contractor shall, when necessary, use overtime, multiple shifts, weekend and/or holiday work to maintain the approved schedule without additional compensation.

C-8 APPROVAL OF SUBCONTRACTORS

- A. The Contractor shall submit to the Resident Engineer the names, address and trades of the Subcontractors he proposes to use for each division of the work. Requests for approval of Subcontractors for the main divisions of the work shall be submitted to the Resident Engineer within ten (10) calendar days after execution of the contract. The Resident Engineer shall transmit these names, together with recommendations, to the Airport Engineer for his review and submission to the Office of Equal Opportunity (OEO). An OEO Notice to Proceed must be secured prior to the issuance of the project Notice to Proceed.
- B. If any of these Subcontractors are rejected as unsatisfactory, the Contractor shall submit the names of other Subcontractors until they are satisfactory.
- C. The Contractor shall submit to the Resident Engineer two (2) copies of the fully executed Subcontracting agreements.

C-9 RESPONSIBILITY OF CONTRACTOR AND SUBCONTRACTORS

Modifies Part B-8:

- A. Contractor shall notify other contractors of any of its work that may affect the installation of their material. It is imperative that the Contractor and all subcontractors cooperate fully during the installation of any work. All work must be coordinated and planned such that

Building Demolition

- safety and progress is maintained. Delivery of materials shall be properly scheduled and the proper labor must be on hand for its installation.
- B. The Contractor and each Subcontractor further expressly recognizes The City is not under any obligation or responsibility hereunder to provide watchman or facilities to reduce or eliminate any of the risks in connection with the contract work, or prevent theft or other loss.
- C. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Resident Engineer any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect or report shall constitute an acceptance of the other Contractor's work after the execution of the Contractor's work.
- D. Contractor shall be responsible for any injury to any person or damage which may occur to the property of any other Contractor connected with the work, or to adjacent properties, or to any portion of the work, or to the environment which in any way results from the acts or neglect of Contractor's and all Contractor's subcontractors and / or employees.
- E. The Contractor and all Subcontractors must verify measurements at the site and shall neither order materials, nor start fabrication until proper measurements have been taken.
- F. The safety provisions of Federal OSHA, FAA Advisory Circular 150/5370-2E, DPC Construction Health and Safety Contractor Handbook, and applicable state and municipal laws, ordinances and regulations shall be strictly observed and proper safety measures shall be taken to prevent accidents, injury or damage to workers, the general public, the environment, the airport and FAA facilities and operations.
- G. The Contractor and each Subcontractor hereby acknowledges and agrees that the City assumes no liability or obligation hereunder for any loss or damage to any property of such Contractor or Subcontractor due to a flood, fire, lightning, windstorm, or other casualty, or arising from theft or any other loss.

H. EMERGENCIES AND ACCIDENTS

USE OF MEDICAL/HEALTH SERVICES- CONSTRUCTION

1. In all instances of severe injury or sudden life threatening illness (e.g. heart attack), Contractor, its agents, employees and subcontractors may summon Airport Rescue and Fire Fighting (ARFF), without hesitation, by dialing (216) 265-4888. For treatment of chronic, non-acute episodic medical care (colds, flu, allergies, etc.) the services of the contract employee's private physician should be utilized.
2. The Contractor shall ensure that its employees are informed that Emergency, Fire, Medical, Safety, and Security assistance can be summoned by Dialing (216) 265-4888. Emergencies are defined as incidents involving serious personal injury or damage that causes a possible hazardous condition, or any incidents that require immediate attention of the ARFF. All other medical treatment is the responsibility of the Contractor.

Building Demolition

3. For incidents not classified as an emergency, Contractor personnel shall be instructed to immediately notify the Resident Engineer in the event of an accident involving either personal injury or damage to property whether public or private, including damage to motor vehicles. Airport Operations shall also be notified in the event of an operations emergency or an incident that affects operations at (216) 265-6090. The Contractor shall cooperate fully with all accident investigation personnel. This cooperation shall include interviews at the accident site and/or at related meetings and completion of accident reports.
4. Resident Engineer will notify the Contractor of any meeting(s) related to the investigation contemplated in this part.
5. For Contractor duties where continuous manning of posts is mandatory during a work shift, the Contractor shall provide substitute personnel as required for manning these posts during the meeting(s) contemplated in this part.

C-10 RESERVED**C-11 FAILURE TO REPORT DISCREPANCIES OR OMISSIONS**

If the Contractor during the bidding period failed to notify both the Airport Engineer and the Resident Engineer of any discrepancy or omission from the detail specifications, or of any doubt as to their meaning, as provided for in Part A-9 of the Instructions to Bidders, the Contractor agrees that it will furnish such labor, materials, equipment, appurtenances and work as may be required by necessary corrections of the errors or omissions of said documents.

C-12 RESERVED**C-13 RESERVED****C-14 SUPERVISION**

The Contractor shall keep with the project, while work is being done, a competent superintendent and any necessary assistants, all satisfactory to the Airport Engineer and Resident Engineer. The Superintendent shall not be changed except with the consent of the Airport Engineer and the Resident Engineer. The Superintendent shall represent the Contractor in his absence and all directions given to the Superintendent shall be as binding as if given to the Contractor. All directions shall be confirmed in writing to the Contractor.

C-15 COMPETENT PERSONS TO BE EMPLOYED

- A. The Contractor shall employ only competent and skillful persons to do the work. Competent person, as defined by OSHA, shall be employed and onsite during activities where OSHA requires a competent person. Whenever the Resident Engineer or Airport Engineer shall

notify the Contractor in writing that any person on the work is, in his or her opinion, disobedient, incompetent, disorderly, disrespectful, or otherwise unsatisfactory, the Contractor upon receiving such notice shall, forthwith, dismiss such a person or order him or her to be dismissed, and shall not again employ him or her or allow him or her to work on any part of the improvement without the written consent of both the Resident Engineer and the Airport Engineer. The Contractor must submit the name of its competent person responsible for safety and health compliance and identify the areas of competency as defined and required by Federal OSHA before the commencement of work.

- B. All workmanship shall be of first quality, executed in a skillful manner in accordance with the contact drawings and detail specifications, or as the Resident Engineer may direct. Workmanship must be of such quality as to produce results having a high degree of mechanical perfection, uniformity of character and high quality.

C-16 EXAMINATION OF SITE

The following modifies Clause A-13 of the Instructions to Bidders:

- A. It will be assumed that each bidder, before submitting bids for the work, will have visited the premises during the scheduled Site visit and satisfied himself as to the existing conditions, including work being performed by others, which may affect his operations under this contract. No allowance shall be made subsequently at the Site of any Contractor for any adverse conditions at the site which might or would later affect his work under this contract, whether or not such conditions were known to the Contractor or Subcontractors at the time of submitting the Bid for the Work.

C-17 RESERVED

C-18 RESERVED

C-19 RESERVED

C-20 CLEANING

The following modifies Parts B-13 and B-17 of the General Conditions:

- A. Both periodic and final cleaning are included under this heading.
- B. All cleaning not specifically called for to be done by other trades in the detail specifications shall be done by the Contractor, who shall be responsible for the cleaning of his work, his subcontractor's work, and shall correct all conditions not acceptable to the Airport Engineer, Resident Engineer, or the Director.
- C. Periodic cleaning shall include the prompt removal, at suitable frequent and regular intervals, of debris, rubbish, sheds, surplus or unusable materials, utensils, and equipment which have served their purpose or are no longer needed to carry on or complete the Work. The Site shall

be kept reasonably neat and clean at all times to eliminate hazards to airport operations, reduce hazard from fire, and to allow easy circulation for men and materials everywhere on the premises. Any sidewalk, roadway, or temporary passageway used by the public must be kept clean and safely usable at all times. Satisfactory safe temporary repairs shall be made by the Contractor where portions of the site are damaged or disturbed by his activities, and shall be so maintained until final repairs are made. Any droppings of earth or materials on the public highway or airport pavements must be removed immediately. Operational pavements shall be cleaned at the end of each day's work to the satisfaction of the Airport and/or Resident Engineer. If periodic cleaning is not done promptly and frequently enough to maintain the premises in an approved, orderly, neat and clean condition, the Contractor shall be subject to the Resident Engineer's or Airport Engineer's directions for more thorough and frequent cleaning.

- D. Final cleaning shall be done, where possible, just before final acceptance of the work in order that the premises will be in a neat and clean condition at that time. When cleaning of parts of the work has been done prior to this time, such parts shall be re-cleaned, if necessary, to produce the required condition at the time of final acceptance. All work shall be clean and free from accumulations of dirt, foreign material and left in a "broom clean" and approved condition.
- E. All rubbish, debris, etc., accumulated as a result of cleaning, preparing the site and constructing the work shall be removed from the airport site. No burning of burnable rubbish and debris will be allowed on the airport site.

C-21 RESERVED

C-22 APPORTIONMENT OF WORK

The Contractor shall clarify and apportion the furnish of materials and the performance of labor to the various trades involved in accordance with the local customs, rules and jurisdictional awards, regulations, etc., insofar as may be applicable to this work regardless of the classification as indicated in the specifications.

C-23 BLASTING AND EXPLOSIVES

The following modifies Part B-23-General Conditions

Blasting shall not occur on Cleveland Hopkins International Airport property.

C-24 RESERVED

For tests and inspections to be made at the Work site, at the place of manufacturer or fabrication, and reports required on tests and inspection of materials, fabrication and workmanship, see the detail specification requirements of the Contract. Contractor shall perform all Quality Control testing as detailed in the Technical Specifications. All Quality Control testing will be done by a Testing Laboratory to be retained by the Contractor.

Contractor's Testing and Inspection firm to perform Quality Control testing must be certified by

the State of Ohio to meet FAA requirements

To qualify, Contractor's Testing and Inspection firm must have accreditation with and/or recognition by one or more of the following national evaluation and accreditation services listed below:

AASHTO – Accreditation Program (AAP)
American Association for Laboratory Accreditation (AALA)
BOCA Evaluation Services, Inc.
ICBO Evaluation Service Inc.
National Evaluation Service, Inc. (NES)
National Voluntary Laboratory Accreditation Program (NVLAP)
SBCCI Public Safety Testing and Evaluation Services, Inc.

The City will perform Quality Assurance efforts and, from time to time, may elect to perform Quality Control Work. The City's effort in no way relieves the Contractor's obligation under Contract. An independent Testing and Inspection firm will be retained by the City to perform such Work. The cost of all such test and test reports performed by the independent firm will be paid for by the City.

C-25 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE POLICY

The following replaces and supersedes Clause B-18 as set forth in the General Conditions.

The Contractor shall be required to take all necessary precautionary measures and to perform the work required for this contract in such a manner as to adequately protect and safeguard existing facilities. Any damage to existing facilities caused by the Contractor's operations or equipment shall be satisfactorily replaced or repaired by the Contractor at his own expense. The Bidder's specific attention is directed to the fact that the Contractor will be required to protect adjacent property during construction. Any damage to adjacent facilities caused by the Contractor's operations or equipment shall be satisfactorily replaced or repaired by the contractor at his own expense.

- A. The Contractor shall purchase and maintain during the life of the contract such general liability and property damage insurance including products/completed operations coverage, wherein the City of Cleveland and the Designer are named as additional insureds. Special hazards such as business automobile liability insurance shall also be addressed. Coverage shall protect the Contractor and any subcontractor performing work under this contract from claims for damage for personal injury, including accidental death, as well as for claims for property damages which may arise from operations under this contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by them. An original certificate of insurance, declarations pages of the policy (ies) or insurance binder(s) shall be deposited with the Department of Port Control City of Cleveland before the commencing of any work under the contract. The amounts of such insurance shall be as described below.

Self-insurance is unacceptable.

- B. Public Liability and Property Damage Insurance; Such policy or policies shall include the "Explosion Hazard", the "Underground Property Damage Hazard", and the "Collapse

Hazard" and shall be in an amount not less than a combined single limit of \$10,000,000.00 for bodily injury and property damage per occurrence. This insurance shall include coverage for damage of property of any nature in care, custody, or control of the contractor or any property over which the contractor is directly or indirectly exercising physical control by reasons of the work to be performed.

- C. The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required, or by separate policies of insurance in amounts as follows:
1. Public liability insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than a combined limit of \$10,000,000.00 for bodily injury and property damage per occurrence;
 2. The Contractor shall take out and maintain in the name of the City of Cleveland as owner, and himself as Contractor, all builder's risk insurance in an amount equal to one hundred percent (100%) of his construction contract;
 3. The policy or policies shall contain the following special provisions: the company agrees that thirty (30) calendar days prior to cancellation or reduction of the insurances afforded by this policy, with respect to the contract involved, written notice will be mailed (certified mail) to the Department or Port Control, City of Cleveland, with copies to the Airport Engineer and Resident Engineer.
 4. The maintenance of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold harmless the Airport Engineer and their agents for and from any injury or damage resulting from the negligent or faulty performance by the Contractor or his subcontractors. All insurance shall be carried without interruption to the end of the guarantee period.

C-26 TERMS OF PAYMENT

The following modifies Part B-39, Paragraph "A" of General Conditions:

Contractor shall submit a written request for payment (one original and three copies) to the Director each month (and a copy to the Resident Engineer), not later than the fifth day of the following month, for evaluation and approval. Prior to submission of this written request, the Contractor shall prepare preliminary pencil copies of his estimate (the date for such estimate will be mutually established upon contract award) of said request and review it with the Resident Engineer and/or the Airport Engineer. Upon receipt of the copy of the formal written request for payment, the Resident Engineer will review said request and forward it to the Airport Engineer and Director with recommendations. Upon approval of the request by the Airport Engineer and Director, the Contractor shall be paid the amount of each such estimate less a deduction of ten percent (10%) which shall be retained until final acceptance of all work covered by the contract, and less all prior payments.

Written requests for payment must be accompanied by copies of invoices from subcontractors and major material suppliers (collectively "subcontractors") which identify work performed or materials supplied by each subcontractor under the pay request and amounts to be paid to the subcontractors from the payment. In addition, the contractor shall supply the following with each pay request:

1. An affidavit by the contractor attesting to the work performed or materials supplied by each subcontractor and amounts that have been either invoiced by each subcontractor and major supplier and remain unpaid, or have been previously invoiced by and paid to each subcontractor and major supplier after contractor's receipt of payment from the City; and
2. An affidavit by each subcontractor attesting to its performance of specified work or services or its supplying of specified materials and to the contractor's payment(s) for work and supplies previously billed to the contractor.

The Director will not approve a request for payment without the required invoices and affidavits.

If, for any reason beyond the contractor's control, an invoice cannot be obtained from a subcontractor or material supplier, the contractor shall notify the Director in writing prior to submitting the request for payment. Provided good cause is shown, the Director may waive in writing the requirement of submitting an invoice from the subcontractor or material supplier for that specific request for payment.

C-27 PROMPT PAYMENT

If a subcontractor or materialman submits an application or request for payment or an invoice for materials to the contractor in sufficient time to allow the contractor to include the application, request, or invoice in its own pay request submitted to the City, the contractor, in compliance with and subject to all provisions of Section 4113.61 of the Revised Code, within ten calendar days after receipt of payment from the City under a public improvement contract, shall pay to the:

- (1) Subcontractor, an amount that is equal to the percentage of completion of the subcontractor's contract allowed by the City for the amount of labor or work performed;
- (1) Materialman, an amount that is equal to all or that portion of the invoice for materials which represents the materials furnished by the materialman;

The contractor may reduce the amount paid by any retainage provision contained in the contract, invoice, or purchase order between the contractor and the subcontractor or materialman, and may withhold amounts that may be necessary to resolve disputed liens or claims involving the work or labor performed or material furnished by the subcontractor or materialman.

The contractor shall require each subcontractor and materialman to pay each of its lower tier subcontractors or lower tier materialmen within ten calendar days after receipt of

payment from the contractor, under the same terms and conditions and in the same manner as this section requires the contractor to pay a subcontractor or materialman.

The contractor shall include a prompt payment requirement notification in each subcontract or contract for materials under the contract and shall require each subcontractor and materialman to comply with the applicable provisions of this section and Section 4113.61 of the Revised Code.
(Ord. No. 792-03. Passed 6-10-03, eff. 6-12-03)

C-28 DEFECTIVE WORK OR MATERIAL

It is expressly agreed that the issuance of the monthly payment request or payment thereof for current work in place shall not be considered an acceptance of any or all such work and shall in no way lessen the liability of the Contractor to replace defective work, though the same may not have been detected at the time such request was issued or paid.

C-29 PROOF OF COMPLIANCE

Prior to final acceptance of the work, the Contractor shall present written evidence to the Resident Engineer, acceptable to the City, that the work under contract has been done in accordance with all applicable codes, laws and ordinances and in compliance with the regulations of the utility companies, if applicable, such evidence shall be transmitted to the Airport Engineer at the time of final acceptance, along with the certification of the amount due the Contractor at that time.

C-30 FINAL INSPECTION

When, in the opinion of the Resident Engineer the work is completed, he shall notify the Airport Engineer in writing that the work will be ready for final inspection. The notice shall be given at least ten (10) calendar days in advance of said date. Such final inspection by the Resident Engineer and Airport Engineer shall not relieve the Contractor of any responsibility in the final completion of the contract, nor shall such final inspection be construed as final acceptance. The determination of final acceptance will be made by the Director.

C-31 TIME OF ESSENCE

The following modifies Clause B-3 of the General Conditions:

Since this contract is for a needed improvement, the provisions relating to the time of performance and time of completion of the work are the essence of this contract. The Contractor shall begin work on the day specified in Part B-4 of the General Conditions and as modified in Part C-32 below, and shall prosecute the work diligently so as to assure completion of the work no later than the time completion extended, pursuant to Part B-6 hereof.

C-32 TIME OF COMMENCEMENT AND COMPLETION OF WORK

The following modifies Part B-4, Paragraph "C" of the General Condition:

The date of commencement of the Work shall be the date set forth in the Contract, the Notice-To-Proceed or such other date as may be established at the discretion of the Director. A

pre-construction meeting will be scheduled after the lowest Bidder is determined for award of the Contract. Items to discuss will be the planned effective date for issuing a Notice-To-Proceed and Contract length of time. The work to be performed, as specified herein, shall begin on the date set by the Airport Engineer in the written Notice-To-Proceed.

C-33 TEMPORARY LIGHT, POWER AND UTILITIES

When or where temporary artificial light and temporary electric power, water and/or utilities are required for proper execution of the work, the Contractor shall provide the necessary connections, piping, valves, conduits wiring, outlets, bulbs and the like for general illumination, power and/or utilities, and pay for all current and utilities used. All such temporary wiring and facilities shall be removed when work is completed. The use of gas, acetylene, kerosene or gasoline lamps will not be permitted. Where light and power are not available or are insufficient, the Contractor shall provide approved temporary generating equipment.

C-34 RESERVED

C-35 PROTECTION OF WORK, PROPERTY AND PERSONS

The following modifies Part B- 11 of the General Conditions:

- A. The Contractor shall at all times guard the City property and adjacent properties from damage due to his operations in connection with this contract. He shall at all times protect his own work from damage. He shall make good any and all loss, damage, or injury thereto, whether arising from direct operations under this contract, weather conditions, or any cause whatsoever, except such as may be directly due to errors in the contract documents. The cost of all such protection shall be included in the contract price.
- B. The safety provisions of Federal OSHA, DPC Construction Health and Safety Contractor Handbook, and applicable state and municipal laws, ordinances and regulations shall be strictly observed and proper safety measures shall be taken to prevent accidents, injury or damage to workers, the general public, the environment, the airport facilities and operations. Machinery, equipment, and all hazards shall be guarded or eliminated.
- C. A project specific construction health and safety plan shall be developed and implemented by the Contractor that conforms to or is better than the DPC Contractor Safety and Health Program Requirements, and OSHA requirements and any other applicable requirement. This document shall be kept on site during all projects. It shall be the responsibility of the Contractor to comply with and enforce their safety plan to ensure a safe and healthful worksite free of any recognized hazard that may cause serious injury or death to individuals, the environment, or damage or interruption to Airport operations and/or facilities. This plan must be submitted to DPC for acceptance prior to the Notice-to-Proceed and must be maintained on site at all times.
- D. In an emergency affecting the safety of life or the work, or of adjoining properties, buildings or structures, the Contractor, without special instruction or authorization from the City, Airport Engineer or Resident Engineer, is hereby permitted to act at its discretion to prevent such threatened injury or loss, and he shall so act without appeal. Cost for all such prevention shall be included in the contract price.

C-36 RESERVED**C-37 DEMOLITION WORK, CLEARING AND WRECKING**

- A. Include all demolition Work, clearing and wrecking, and cutting and patching of existing materials and surfaces as required for the installation and completion of the work.
- B. Existing work to be removed shall be demolished completely or sufficiently to install new work without cutting or removing excess material. Provisions shall be made to alleviate the spread of debris, dirt and dust, and the premises shall be kept as clean as possible at all times; work shall be executed in an orderly, careful manner with due consideration for the public and for continuous operations of airport facilities and operations; all to the satisfaction of the Resident Engineer. Conduits, pipes, drains, underground structures and utilities, and the like, and all areas and surfaces that are to remain shall be carefully protected.
- C. Wherever demolition and cutting work has occurred, or where existing surfaces, materials or other items or equipment have been damaged or disturbed as a result of this contract, the said surfaces and areas shall be carefully closed up, patched and finished, and materials or other items, or equipment, shall be repaired, restored or replaced as required to completely restore all such surfaces, areas, materials, etc. All surfaces patched and restored shall match and be continuous to existing surrounding surfaces and materials and items restored so that nothing is left undone, all to the satisfaction of the Resident Engineer and the Airport Engineer.
- D. The rubble created as a result of the demolition work (including concrete and asphalt paving, gravel, and suitable land-fill material as approved) are to be disposed of off the airport property.
- E. Remove from the site all burnable, debris, and unsuitable material.
- F. Burning of debris on the airport site will not be permitted.

C-38 NOTIFICATION OF CONTRACTOR

- A. By submitting a bid, it is understood and agreed that the Contractor has considered all of the permanent and temporary underground utility facilities, utility appurtenances and any structures in their present or relocated positions affecting this public improvement. The Contractor shall be responsible for locating all utilities, including, but not limited to, FAA cables before excavating. The Contractor shall immediately repair, any non-utility company owned utility damaged by the work performed under this contract at the Contractor's own cost. Any utility company owned utility shall not be repaired without first contacting that utility company. The Contractor shall be also responsible for any costs due to a partial, total closure or reduction of Airport operations that are a consequence of a damaged utility.
- B. Should any utility service be required to be extended or relocated, or both, to complete the contract work and make it function properly or for convenience of the contract work, such extension or relocation or both, shall be at the expense of the Contractor, unless the regulations or franchise under which the utility company is operating or the detail specifications provide otherwise.

C-39 INSTALLATION OF EQUIPMENT BY OTHERS

The City or others authorized by the City shall have the right, whenever the work is sufficiently completed to make it feasible to use any part of the improvement, to place and install any equipment which is characteristic or incidental to the improvement function. This placing and installing shall be performed to interfere as little as practicable with the continued work of other contractors and the Contractor shall extend every effort to cooperate with the placing and installing of such equipment. The Contractor agrees that the placing and installing of such equipment does not in any way indicate the completion or approval of any part or all of the Work.

C-40 CITY RIGHTS TO THE USE OF COMPLETED PORTIONS OF TOTAL CONTRACT WORK

The City of Cleveland, acting through the Director of Port Control, maintains the right to use substantially completed portions of the pavements, and such other portions of the work required under this Contract as are necessary to the operation and function of the airport prior to completion of the total construction contract work. The use of such portions of the total work required by the City of Cleveland will not constitute final by the City until the entire contract work is complete and final inspection and acceptance is made. The Contractor shall finish all uncompleted work and shall be responsible for all such portions, except for ordinary wear due to usage, up to the time of final acceptance.

1. When the Director determines that the City will use all or part of the Project before Substantial Completion, the Director shall determine:
 - a. The responsibility between the City and Contractor for maintenance, repair, furnishing of utilities and the protection of the public (if required) for that part of the Work to be occupied.
 - b. The list of items remaining to be performed before the work or portion thereof to be occupied will be substantially complete.
 - c. Whether any types of insurance will be needed by the Contractor.
 - d. The effect of the City's use before Substantial Completion on required guarantees and warranties.

C-41 BARRICADES, FENCES, ETC.

- A. The Contractor shall install, maintain, relocate when necessary, and finally remove such temporary barricades, fences, safety lighting, obstruction lights, temporary signs, and the like, as are required to safeguard the public and airport operations, to direct traffic, to identify construction hazards, and to protect the work.
- B. Prior to starting the work, the Contractor shall install necessary temporary barricades for traffic safety in accordance with the plans.

- C. Electric or battery operated lights shall be provided, maintained and kept in operation during hours of darkness and periods of inclement weather or when poor visibility may be hazardous to public safety.
- D. The Contractor shall arrange and if necessary, pay for the removal and relocation of existing barricades, fencing, material stockpile, store equipment and work operations of other contractors concurrently doing work for the City of other projects, if such removal and relocation work is necessary to construction progress and other work conditions to be met under this contract.

C-42 EXISTING UTILITIES AND SERVICE SYSTEMS

- A. No parts of existing systems such as electrical, plumbing, sewers, communications, fire protection or other utilities and services which directly or indirectly affect the operation of the airport, the terminal function, equipment and airline installations on the airport site, rapid transit facilities, or the work of other contractors, may be shut off without consent of the Airport Engineer and others having jurisdiction thereof.
- B. When temporary shutoffs are necessary and approved as such, they shall be of minimum frequency and duration and accomplished at such times as will cause the least inconvenience to the normal operation of the airport.
- C. The Contractor shall give due notice in sufficient time to the Resident Engineer, Airport Engineer and all others affected, of his intent to perform work which may affect the airport operations or others in anyway.

C-43 SPECIAL WORKING CONDITIONS AT CLEVELAND HOPKINS INTERNATIONAL AIRPORT

Refer to Technical Specifications.

C-44 CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS EXCEEDING \$100,000

- A. Contractors and Subcontractors shall:
 - 1. Ensure that any facility to be used in the performance of the contract or to benefit from the contract is not listed on the United States Environmental Protection Agency (EPA) list of violating facilities.
 - 2. Comply with all requirements of the Clean Air Act and Clean Water Act and all regulations issued thereunder.
 - 3. As a condition for award of a contract, notify the Airport Engineer of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA list of violating

facilities.

4. Include or cause to be included aforementioned criteria and requirements in any contract or subcontract which exceeds \$100,000.

C-45 RESERVED

C-46 RESERVED

C-47 RESERVED

C-48 RESERVED

C-49 WATER COURSES

Should it become necessary to change the flow of water courses, the Contractor shall at his own expense, provide suitable temporary water channels and shall hold the City harmless against all claims for damages growing out of obstructions to the proper flow of these water courses. The Contractor will be responsible to acquire any permits required for work within the water courses if not previously obtained by the City.

C-50 CULVERTS

Where culverts for road ditch drainage are encountered under driveways, side streets, etc. whether of tile, wood, metal, or whatever material, they shall be protected or removed, preserved and replaced, or suitable equal culverts furnished and placed, all to the satisfaction of the Director and the municipalities in which the work is being done.

C-51 EXCLUSION OF WATER

The Contractor shall provide all necessary pumps, pipes, drains, ditches and other means of removing water from excavations or other parts of the work, or for preventing the sides from sliding or caving, and he shall remove the water. He shall provide additional pumps or drains at any place where the Director shall deem them necessary

C-52 ORDERING OF MATERIAL BY CONTRACTOR.

NOTE: SLAG IS PROHIBITED ON THIS PROJECT: The use of blast furnace slag (non-metallic product developed in a molten condition simultaneously with iron in a blast furnace) or slag products, either alone or as a component of materials such as concrete mixes, is prohibited on this project.

The Contractor shall order all necessary materials required for the work in such a sequence as to expedite the work to completion. A delay in ordering of material that will slow or stop work due to such action by the Contractor will not be allowed in the consideration by the Director of the request for extension of time as provided for in Part B5 of the General Conditions. The Contractor shall furnish evidence to the Director that materials required have been ordered and

the expected delivery dates.

C-53 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1. If unusually severe weather conditions are the basis for a request for an extension of Contract time, such request shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the critical activities of the scheduled construction.
2. The schedule of anticipated adverse weather below will constitute the base line for monthly (or a prorated portion thereof) weather/time evaluation by the Resident Engineer. Upon issuance of the Notice-to-Proceed and continuing throughout the Contract on a monthly basis, actual adverse weather days will be recorded by the Contractor on a calendar day basis (include weekends and holidays) and compared to the monthly anticipated adverse weather days set forth below.
 - a. For purposes of this clause the term actual adverse weather days shall include days that can be demonstrated to have been impacted by adverse weather.

b. MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
15	13	8	8	6	7	8	6	6	6	8	8

- c. The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month subject to 2.b. above. The Contractor shall not be entitled to any claim for time extension based upon adverse weather unless the number of actual adverse weather days exceeds the number of anticipated adverse weather days, and unless such adverse weather days prevent work for fifty percent (50%) or more of the Contractor's work day. In preparing the Contract schedule, the Contractor must reflect the above anticipated adverse weather days on all weather dependent activities. Weather-caused delays shall not result in any additional compensation to the Contractor.
3. On days where adverse weather is encountered, the Contractor shall list all critical activities under progress and shall indicate the impact adverse weather had, if any, on the progress of such activities. This information must be presented at the end of the adverse weather day to the Resident Engineer or their authorized representative for their review and approval.
 - a. If the Contractor is found eligible for an extension of Contract time, the Airport Engineer will issue a modification extending the time for Contract completion. The extension of time will be made on a calendar day basis.

C-54 SECURITY

GENERAL

For the purposes of this section, "Contractor" shall be understood to mean the prime contractor, its subcontractors, agents and assigns engaged under the applicable contract/project.

Contractor services for Cleveland Hopkins International Airport (CLE) can be either on the public side of the airport or in restricted areas controlled by federal and local security regulations. Drawings indicating these areas are on file in the Airport Engineering Office. The restricted areas are designated as the Sterile Area, Secured Area, SIDA, or the Air Operations Area (AOA).

Transportation Security Administration (TSA) regulations require proper identification and employee history "background checks" for all persons working in any restricted area at CLE .

The approved Contractor on each project shall complete an ID Badge application form furnished by the Office of Airport Security (OAS) for each individual assigned to the project.

As part of this Contract, the Contractor shall conduct the "background checks" required by the TSA prior to an employee being allowed inside the Sterile Area, SIDA, Secured Area or the AOA. For the employee "background check", the Contractor shall, at a minimum, certify the prospective employee's work history or references for the past ten years by contacting listed employers and personal references. All times within the ten-year period MUST be accounted for. Upon completion of the "background check", an Authorized Signature Official (ASO) of the Tenant or Prime Contractor shall attest to the completion of the TSA requirements by signing (in the space marked "Authorized Signature Official") and submitting the application to OAS.

The Contractor shall submit ID badge applications for all construction personnel needed for mobilization and start-up of the subject project a minimum of fourteen (14) business days prior to the scheduled commencement date specified under the approved contract. All information required by the application form must be provided and either typed or electronically filled-in prior to same being accepted for processing for an ID badge by the OAS, Badging Section. The Badging Section's hours of operation are 8:00 a.m. to 4:00 p.m., Monday through Friday.

The Contractor is responsible for furnishing to both OAS and the Office of Airport Operations (OAO) with twenty-four (24) hour contact numbers to include the Contractor's Superintendent and a representative from each subcontractor.

SECURED AREA

All Contractor employees working in any restricted area will display their badges on the outermost garment, below the neck and above the waist at all times. There are no exceptions to this requirement. Restricted access to the job site shall be maintained by the Contractor and his assigned security personnel at all times. The following security measures shall be implemented in order to achieve and maintain regulatory compliance:

- A. The Contractor for each job site in the Secured Area portion **inside** the perimeter shall be required to furnish two (2) "**Site Safety/Security Supervisors**". A permanent SIDA access ID badge will be issued to the Contractor's "Site Safety/Security Supervisors" upon completion of the badging requirements noted above and SIDA training conducted by personnel of Airport Rescue and Firefighting (ARFF) at CLE.

- B. The primary "Site Safety/Security Supervisor will be required to remain on-site and be available to respond to airport authorities at all times, while construction personnel are within the airport perimeter fence. An alternate "Site Safety/Security Supervisor" will be designated by the primary and be available at all times in the absence of the primary. Any movement on the Air Operations Area (AOA) outside of the designated construction site is strictly prohibited unless coordinated through telephone or radio communication with both OAS and Office of Airport Operations (OAO).
- C. In the absence of Contractor personnel dedicated to security duties, the Contractor will be required to engage the services of the security guard contractor currently under contract to OAS at CLE to perform the security duties specified below and provide compensation for these services directly either to CLE or to the security guard contractor. All personnel engaged in security duties under the contract, including the "Site Safety/Security Supervisor(s)" and the security guard contractor personnel, shall attend construction-specific security training administered by OAS or their designee. Personnel assigned to security duties must not perform any other work or activity that would diminish their ability to perform their security duties diligently. All airport security guard contract personnel engaged by the Contractor, whether compensated directly by CLE or the Contractor, shall remain under the direction of OAS.
- D. The "Site Safety/Security Supervisor" and assigned security guard contractor personnel, under the direction of OAS are required to perform these duties:
1. Monitor, operate and control access through any and all entry points on the airport's security perimeter to ensure the proper possession and display of valid, airport issued,
 - a. Identification media for all construction personnel
 - b. Valid ramp permits for all construction vehicles
 2. Monitor the work site to ensure that:
 - a. All contractor personnel entering the airfield properly display the approved airport-issued ID
 - b. Only authorized construction vehicles are permitted inside the security perimeter fence and that they are properly identified with logo, flagged or lighted
 - c. No personal vehicles are allowed to enter the Secured Area
 - d. Ensure that proper escorting procedures of both vehicles and personnel are maintained at all times
 3. If flag persons are used, they will be trained prior to construction start up date by an Airport Operations Agent. After successfully completing training, flag persons will be required to be into position before the construction project commences.
- E. Temporary Construction Fencing may be used to contain and control access to/from work sites within the Secured Area once written permission has been obtained from both OAS and OAO prior to its deployment.
- F. All Contractor and subcontractor employees shall comply with the City Codified Ordinance Section 571.061.

THE SIDA and AOA

The Security Identification Display Area (SIDA) and Air Operations Area (AOA), in addition to the Secured Area, have also been identified by the TSA as enhanced security zones and requirements for controlling access to/from them remain stringent. Restricted access to the job site is required and must be controlled by airport security guard contract personnel.

- A. The Contractor for each job site in the SIDA/AOA portion inside the perimeter shall be required to furnish two (2) "Site Safety/Security Supervisors". A permanent SIDA access ID badge will be issued to the Contractor's "Site Safety/Security Supervisors" upon completion of the badging requirements noted above and SIDA training conducted by personnel of Airport Rescue and Firefighting (ARFF) at CLE.
- B. The primary "Site Safety/Security Supervisor will be required to remain on-site and be available to respond to airport authorities at all times, while construction personnel are within the airport perimeter fence. An alternate "Site Safety/Security Supervisor" will be designated by the primary and be available at all times in the absence of the primary. Any movement on the SIDA/AOA outside of the designated construction site is strictly prohibited unless coordinated through telephone or radio communication with both OAS and OAO.
- C. In the absence of Contractor personnel dedicated to security duties, the Contractor will be required to engage the services of the security guard contractor currently under contract to OAS at CLE to perform the security duties specified below and provide compensation for these services directly either to CLE or to the security guard contractor. All personnel engaged in security duties under the contract, including the "Site Safety/Security Supervisor(s)" and the security guard contractor personnel, shall attend construction-specific security training administered by OAS or their designee. Personnel assigned to security duties must not perform any other work or activity that would diminish their ability to perform their security duties diligently. All airport security guard contract personnel engaged by the Contractor, whether compensated directly by CLE or the Contractor, shall remain under the direction of OAS.
- D. The "Site Safety/Security Supervisor" and assigned security guard contractor personnel, under the direction of OAS are required to perform these duties:
 1. Monitor, operate and control access through any and all entry points on the airport's security perimeter to ensure the proper possession and display of valid, airport issued,
 - a. Identification media for all construction personnel
 - b. Valid ramp permits for all construction vehicles
 2. Monitor the work site to ensure that:
 - a. All contractor personnel entering the airfield properly display the approved airport-issued ID
 - b. Only authorized construction vehicles are permitted inside the security perimeter fence and that they are properly identified with logo, flagged or lighted
 - c. No personal vehicles are allowed to enter the SIDA/AOA
 - d. Ensure that proper escorting procedures of both vehicles and personnel are maintained at all times

Building Demolition

- E. If requested by the Contractor, the Managers of OAO and OAS, will review said request and determine if the project can meet all safety and security requirements with one Site Safety/Security Supervisor
- F. All Contractor employees working in any restricted area will display their badges on the outermost garment, below the neck and above the waist at all times. There are no exceptions to this requirement. Restricted access to the job site shall be maintained by the Contractor and his assigned security personnel at all times.

VEHICLES

- A. A ramp permit is necessary for all construction vehicles operating in the SIDA/Secured Area. Applications for ramp permits are available in the OAS Badging Office and require the same processing time as ID badge applications.
- B. Rotating yellow beacons/strobes and/or construction flags, as required by the FAA, must be supplied by the Contractor for each vehicle operating on the project site.
- C. All vehicles will display professionally made company logos on both sides of the vehicle for security and identification purposes. Minimum requirements are 24" x 24" with 2" lettering. NO PAPER OR CARDBOARD LOGOS WILL BE APPROVED. Construction equipment, i.e. excavators, graders, backhoes, bulldozers, etc., are exempt from ramp permit requirements.
- D. AIRCRAFT HAVE THE RIGHT OF WAY AT ALL TIMES. Vehicles operating on CLE ramps or access roadways must adhere to the 15 mile per hour speed limit at all times and it is strictly enforced.
- E. Federally mandated security perimeter fence Clear Zones are strictly enforced at CLE. No Contractor vehicles, equipment or supplies may be staged within ten (10) feet of either side of the airport security perimeter fence at any time.

FEES

- A. Identification Badges – The Contractor will be charged a non-refundable \$65.00 administrative fee for each individual ID badge and ramp permit. All ID badges and ramp permits are the property of the Cleveland Airport System/City of Cleveland and must be returned to the OAS Badging Office within 24 hours of completion of the project and/or separation from employment of individual Contractor employees. Failure to return a CLE ID badge or ramp permit within the prescribed time, will result in the assessment of penalties to the Contractor in the amount of \$100.00 per badge/permit. *In addition, Contractors who fail to return valid CLE ID badges to OAS may be subject to a \$10,000 civil penalty, per occurrence, by the TSA as well as a \$1,000 - \$3,000 civil penalty to the individual badge holder directly and possible criminal referral where appropriate.*
- B. Upon approval of ID forms, the Airport Security Office will notify the Contractor of total deposit necessary, e.g. 4 badges = \$200.00. Checks and money orders must be made payable to the "Treasurer, City of Cleveland."

Building Demolition

- C. Unescorted Access Applications – Contractor employees requiring unescorted access authority in order to perform airport approved services in CLE restricted areas, regulated under federal and local security rules and regulations, are subject to a Criminal History Records Check (CHRC) and a TSA Security Threat Assessment (STA) as part of the badging process that must be completed prior to commencement of work under the subject contract. The Contractor must assume the cost of each fingerprint based CHRC for a non-refundable fee of \$65.00 payable to “Treasurer, City of Cleveland”. CHRC applications are submitted to the TSA by OAS through the Transportation Security Clearing House.

Above documentation submissions and related costs shall be borne by the Contractor as part of the mobilization phase of the project.

LOST/STOLEN BADGES

Contractors must notify OAS at (216) 898-5207 or OAO at (216) 265-6090 immediately upon discovery of any lost/stolen CLE ID badges as well as all employee ID badge holder terminations. Standard fees apply for the replacement of damaged, lost or stolen badges; however, failure to immediately report a lost or stolen badge will result in a \$100.00 fine per badge to the Contractor and to the badge holder respectively. *Furthermore, the Contractor's Authorized Signature Official and the individual badge holder will be subject to the provisions of the Progressive Discipline Program (PDP) as well as possible additional enforcement action by the TSA and/or criminal referral, where appropriate.*

ACCOUNTABILITY

Contractor shall ensure strict accountability by distributing and collecting ID badges at the beginning and end of each shift. ID badges shall be secured on site by the Contractor.

MISCELLANEOUS

All work expenses required to conduct the background checks, obtaining airport temporary construction badges or other activities required in this section shall be borne by the Contractor.

Successful bidders must adhere to all security regulations under the CLE Airport Security Program and the TSA.

The OAS and OAO will monitor Contractors to ensure regulatory compliance.

The Contractor's construction area must remain free and clear of debris and any dust generated must be kept to a minimum.

No Smoking will be permitted on the Airport Operations Area pursuant to City Codified Ordinance Section 571.21.

In the event that safety/security conditions require it, OAO and OAS may, at their discretion, suspend all construction activity and order construction personnel and/or equipment to be removed from the Secured Area/SIDA/AOA.

All construction equipment will be kept out of the safety areas, except when in use.

A "Notice-to-Proceed" issued by the Department of Port Control will generally be used for the release of Temporary Construction ID's.

C-55 CLEANING UP, WASTE DISPOSAL, AND ENVIRONMENTAL CONTROL

Modifies Part B-22:

Contractor shall comply with all federal, state, and local environmental statutes, ordinances and regulations ("Environmental Laws"), including emergency planning and community right-to-know laws, and shall, in cooperation with owner when necessary, obtain any necessary permits and comply with all reporting requirements required by such Environmental Laws. Contractor shall provide Owner with copies of all documents submitted to federal, state, and local environmental agencies.

Any penalty or other liability arising from Contractor's failure to comply with Environmental Laws shall be borne by Contractor or Contractor shall indemnify owner for any liability and expense imposed upon Owner by reason of any act or water, air or land pollution resulting from the activities of Contractor or Contractor's employees, subcontractors or agents.

Contractor shall at all times keep the (site) of the Work free from accumulations of waste material or rubbish, and upon completion of the work, shall remove all tools, equipment, surplus materials and rubbish and leave the site of the work in a safe and proper condition.

All materials removed must be disposed of by the contractor off airport property. All solid waste removed from the excavation shall be disposed of in a licensed sanitary landfill in accordance with Ohio Administrative Code (OAC) Chapter 3745 and the regulations promulgated thereunder.

A. HAZARDOUS WASTE AND MATERIALS MANAGEMENT

If a suspected hazardous waste or material as defined by OAC 3745 and applicable federal laws is encountered during Work or created through a process of the Work, such suspected hazardous waste or material shall be containerized, analyzed, managed and transported off-site to a permitted Treatment, Storage, and Disposal facility in accordance with all applicable laws and regulations including OAC Chapter 3745 and the regulations promulgated thereunder. Management of hazardous wastes shall be coordinated with Department of Port Control (DPC) Environmental Services.

The Contractor shall turn over to the City of Cleveland any hazardous waste documentation (e.g. manifests, land disposal restriction forms).

All leachates, trench water, and excavation water suspected of containing contamination or other wastes regulated by OAC 3745 and Ohio Revised Code (ORC) Chapter 6111 accumulated during Work must be managed and disposed of in compliance with all applicable state and local regulations (e.g. pumping contaminated waters into drums or frac tanks for proper disposal). The Contractor may also pump leachate directly to the City sanitary sewer system with documented permission from the Northeast Ohio Regional Sewer District and DPC Environmental Services.

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Contractor shall not treat, store, or dispose of hazardous wastes or materials nor shall the Contractor release substances to the environment without complying with all applicable laws and regulations. The Contractor may store wastes and materials temporarily in approved tanks or containers, in accordance with all Environmental Laws and with the approval of Owner. Approval will not be unreasonably withheld, so long as a permit is not required under the Federal Resource Conservation and Recovery Act (RCRA), as amended, or analogous or derivative state or local laws. Contractor shall remove from the site of the work and dispose of all wastes, including all solid wastes, except as specifically noted in the plans and specifications (e.g., pertaining to Rule 13 Authorization, Rule 13 Amendment, and applicable work plans for Work performed) in compliance with applicable Environmental Laws. Rule 13 Authorization and Rule 13 Amendment activities include, but are not necessarily limited to, any work related to or within the boundaries of the onsite landfill including relocation of soil Stockpile "E," modifying cover of the landfill, Abram Creek culvert construction, perimeter road construction as well as encountering unexpected non-exempt waste during Work in the landfill and Airport South Stockpile.

Bidder shall supply all applicable Material Safety Data Sheets (MSDSs) with Documents. These MSDSs shall conform to the requirements of OSHA's Hazard Communications Regulations for completeness and accuracy of information. MSDSs will be kept onsite during Work for the entire project and updated as new products are introduced to the Work.

Upon acceptance of any bids, the successful bidder will furnish MSDS and Superfund Amendment and Reauthorization Act Title III (SARA III) (including but not limited to 40 CFR 306, 355, and 372) documentation, as applicable, for each listed chemical anticipated for onsite use and updated with each delivery of material. SARA III documentation shall be submitted to the Owner prior to onsite use. The successful bidder shall also track and submit to the Owner listed chemical usage throughout or at the end of the Work as determined by the Project Manager or Project Specifications.

If any new information is discovered regarding the product that is pertinent to the usage of the product, the health and safety of users of the product, and/or the safe disposal of the product, and/or the safety of emergency response personnel, this information shall be conveyed to the Owner, along with a new MSDS and an explanation of how the contractor obtained this new information. The new MSDS shall be provided as soon as possible, but in all circumstances no later than 60 days of knowledge of any changes, regardless of whether or not any shipments are scheduled during this 60 day period. This new MSDS will become an addendum to the Contract.

The contractor shall provide a letter with the bid Documents stating whether the product is or is not an Extremely Hazardous Substance (EHS) per the Federal Superfund Amendments and Reauthorization Act, Title III (SARA III). This letter will state whether the products or components of the product are subject to annual release reporting, per SARA III. Upon acceptance of the contract, the contractor shall update this information per the requirements of SARA III if the product or any of its components become listed after execution of the contract.

All shipments and separate containers within each shipment shall be properly labeled as to the hazards of the product. These labels shall, at a minimum, conform to OSHA and Department of Transportation labeling requirements. Failure to properly label shipments and/or containers will result in rejection of the shipment and cause undue delays in operations. MSDS's are subject to

review by the Owner.

B. RELEASES, CLEAN-UP AND ENVIRONMENTAL CONTAMINATION

Contractor shall prevent releases of fuels, lubricants and other polluting substances during the course of completing the Work. If a release does occur, contractor shall immediately (upon detection) stop the flow or discharge of pollutants into the environment, report the discharge to DPC. DPC shall contact all applicable regulatory agencies. The Contractor shall continue clean-up and monitoring until Ohio EPA and/or other agency concurs that the material has been completely removed from the environment (e.g., soil, stream or other receiving water, or groundwater). All areas of the release shall be restored to pre-release state (e.g. backfill, grading, and seeding for soil removal areas). All costs and fines incurred due to Contractor releases shall be the exclusive responsibility of the Contractor. Costs may include but are not limited to sample collection, laboratory costs, waste characterization, and waste disposal.

The work area for this project potentially impacts several areas of environmental concern (AOCs, including previously closed landfills, former release sites, and other areas of known or suspected contamination). To the knowledge of DPC staff, these AOCs have been identified and are marked on the plans. There is the possibility, however, that pre-existing soil or groundwater contamination, of which DPC is unaware, may be encountered by the Contractor in the completion of the work. If such condition(s) is (are) encountered, Contractor shall immediately STOP all work within the immediate area of the impact and NOTIFY DPC of its presence. The DPC, Resident Engineer and Contractor will then assess the situation and determine what, if any, interim action is required. If none, work will be resumed immediately. If the interim action requires redeployment of equipment, then DPC and Contractor shall isolate the impacted area to the smallest possible footprint, assess the nature and magnitude of the impact, and determine whether any additional compensation is appropriate for redeployment and/or for implementing the interim action. Together with the applicable regulatory agency (e.g., Ohio EPA), DPC and the Resident Engineer shall develop the most appropriate course of action to address and mitigate the impacted area. In no instance should Contractor continue or resume work in the impacted area without clearance from DPC and the regulatory agency.

Examples of pre-existing contamination or materials that may be encountered unexpectedly include but are not limited to foundry sand, slag, excavation water exhibiting contamination (e.g. sulfur or disagreeable odors, discoloration, oily surface, etc.), oily soil, medical waste, buried residential foundations, construction and demolition (C&D) debris, etc.

Any penalties arising from Contractor's action (e.g., fuel release, etc.) shall be passed to and borne exclusively by Contractor.

C. STORM WATER MANAGEMENT AND EROSION CONTROL

Contractors may need to file for additional permits. Ohio EPA provides close scrutiny of the Airport's (and its Contractors') performance in managing storm water flows and minimizing sedimentation across the work site. Additionally, DPC monitors storm water quality at each outfall and Abram Creek. Sediment runoff is considered a pollutant by Ohio EPA. Strict adherence to the storm water pollution prevention plans (SWP3) and continuous maintenance of pollution prevention controls will be expected of the Contractor.

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Towards this expectation, DPC has developed comprehensive storm water pollution prevention plans (SWP3) for each phase of the work. Contractor shall be responsible for implementing all aspects of SWP3, from initial installation of Best Management Practices (BMPs) at start of construction to daily, weekly, and rain event inspections, and continuous maintenance of BMPs throughout duration of the work. Continuous maintenance includes but is not limited to reinstalling inlet protection, correcting undermined silt fence, adding rock to compacted rock construction entrances, keeping roadways free of sediment, dust control, etc. The project SWP3 contains all relevant details. DPC uses Ohio Department of Natural Resources (ODNR) Rainwater and Land Development Manual, as appropriate, for completion of work as envisioned during design. If construction requires changes to the plans (e.g., agency requirements, ineffective BMP, etc.) Contractor shall revise or provide additional BMPs, as necessary and as agreed with DPC, to ensure that controls are in-place and operating effectively.

Failure to complete BMP requirements, as specified in the plans, will result in penalties¹ levied by DPC against the Contractor, as follows:

- Failure to install and maintain soil erosion and siltation control - \$1,000 per deficiency (i.e. point of failure) and/or \$1,000 per day levied at discretion of DPC.
- Failure to inspect, maintain, and submit inspection log daily - \$1,000 per day
- Failure to correct deficiencies within stated deadline or if not stated, no longer than 72 hours - \$1,000 per deficiency (i.e. point of failure) and \$1,000 per day deficiencies are not corrected.
- Failure to participate in Ohio EPA inspections - \$1,000 per occurrence.
- Failure to respond to Engineer with plan to correct deficiencies prior to deadline (when a plan is required) - \$1,000 per day past deadline for plan and if deficiency is significant: \$1,000 per deficiency as determined by DPC.
- Failure to report to DPC any deficiencies noted during inspections - \$1,000 per deficiency and/or per day levied at discretion of DPC.
- Failure to correct violations noted by Ohio EPA within stated deadline or if not stated, no longer than 72 hours - up to \$25,000/day¹

¹ Any violations, for which the Contractor is accountable, received by DPC from Ohio EPA, will be passed directly to the Contractor for payment. Such violations could be as high as \$25,000/day. Additionally, the Contractor's failure to correct a violation, which requires DPC to hire another contractor to make such correction, will result in the cost of the correction to be passed through directly to the Contractor, after notification of same has been made in writing by the Engineer.

Penalties for non-compliance shall be advised to the Contractor by the Engineer in writing and will be deducted from the Contractor's next invoice.

Penalties will be assessed, on a daily and per item basis, until the problem is corrected to the satisfaction of the Owner. Continued or repetitive failures will result in termination of the contract.

All Contractors shall meet the requirements addressed in Item P-156 Temporary Air and Water Pollution Prevention Principles at the Airport, in general, and the Contractor's expected performance of the Project Storm Water Pollution Prevention Plan (SWP3). As a minimum, Contractor shall send the Superintendent and Shift Supervisor(s) to this session. These sections will cite pay items in accordance with SWP3 item requirements.

Contractor shall provide a monthly SWP3 report and/or update in accordance with Item P-156 of the Technical Specifications. The updated SWP3 shall be submitted to the Resident Engineer monthly to document implementation of necessary erosion and sediment controls over the previous month. If the Contractor fails to submit monthly SWP3 updates and submittals during the performance of the Work, the City reserves the right to withhold payment for any SWP3 related items until such documentation is approved as a deliverable.

The Contractor is expected to manage, store, and dispose of all project related materials and wastes in accordance with all laws and regulations. Due to its size, the airport is considered an industry and regulated differently than residential standards. Residential items that are acceptable to dispose of in municipal waste, such as florescent light bulbs, are considered hazardous if disposed of by the airport and are managed as universal wastes.

The Contractor shall consider storm water protection while storing and managing products and waste. Examples include but are not limited to the following.

- Due to the high pH of concrete, concrete washout pits shall be required of projects pouring concrete. No concrete shall be washed onto the ground without specific approval from DPC. Concrete washouts shall be lined with an impervious material and capable of retaining water and concrete. Water in the washout must be decanted and properly disposed of offsite. Solidified concrete from the washout may be disposed of as demolition material.
- Due to the low pH of batteries, batteries shall be stored in weather proof containers to prevent rupturing and release of lead and acid to storm water system. Exhausted batteries shall be properly transported offsite and recycled or disposed.
- Above ground storage tanks (AST) used for refueling construction equipment shall be permitted through the Cleveland Fire Department. AST shall have secondary containment systems. Secondary containment shall be sized and constructed appropriately to code to handle the contents of the tank in the event of a spill. Secondary containment shall not be exposed to precipitation. Petroleum impacts water associated with Contractor actions are the responsibility of the Contractor.
- Slag and foundry sand shall not be used onsite unless specifically addressed in the project plans and specifications and approved by DPC and as necessary, Ohio EPA. Both of these products are byproducts of industrial processes and make viable construction materials however the process and age of the products influence its impact on the environment and use onsite. Generally, DPC has banned slag and foundry sand from being brought onsite.

D. AIR QUALITY PERMITS (TO INSTALL & OPERATE) AND COMPLIANCE

Depending upon the project size and complexity, several air quality permits to install (PTIs) and permits to operate (PTOs) may be required for the work by the Contractor (or DPC) as defined below. DPC has applied for any air quality permits pertaining specifically to the installation of fixed equipment, which will remain after completion of the work (e.g., storage tanks, etc.). These PTIs tend to be long-lead items and have data requirements, of which the Contractor would not be expected to be aware prior to starting work.

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Only the Contractor is familiar with the means and methods, the number and types of equipment used, and the scheduling of labor and equipment required for accomplishing the work, thus the Contractor is solely responsible for obtaining and providing to DPC evidence of same, any and all PTIs and PTOs required for the completion of the work and for maintaining compliance with permits issued for the work. Examples of the types of operations, for which the Contractor shall obtain necessary permits, include, but are not limited to:

- Blasting and stone crushing (e.g., Abram Creek culvert);
- Grading, excavating and soil handling;
- Temporary (haul) roadways for transporting soil across the work area;
- Constructing and maintenance of soil stockpiles;
- Concrete and asphalt batch plants; and
- Use of heavy construction equipment (e.g., excavators, off-road trucks, etc).

Typically, according to Ohio EPA rules, regulations, and operating procedures (see Ohio EPA, Division of Air Pollution Control Engineering Guides #10, #43, #44 and #57), the Contractor has previously been issued PTIs and PTOs for its equipment and operations. The permits may be portable (e.g., transferable) to the Contractor's next work area. Information regarding these permits may be found at Ohio EPA's web-site: www.epa.state.oh.us/dapc; copies of the engineering guides may be obtained at www.epa.state.oh.us/dapc/engineer/eguides.html.

E. ENVIRONMENTAL PROCEDURES MANUAL

Contractor shall be responsible for preparing and, subject to DPC review and approval, for implementing an Environmental Procedures Manual ("Manual"). The Manual shall incorporate, as a minimum (but not limited to) the following items:

1. Compliance with all Federal, State, City and other local environmental laws, regulations, rules, standards, ordinances, codes, procedures and guidelines applicable to the Work.
2. Application for and maintenance of environmental (e.g., fugitive dust, water discharge, fuel storage and transfer, waste handling, etc.) and all construction permits (except those specifically identified elsewhere in this document as being provided by others). These should specifically include, as appropriate and required, permits to install and operate (e.g., PTI and PTO) for:
 - Concrete batch plants;
 - Asphalt batch plants;
 - Storage tanks (see Section A, pertaining to Requests for Approval (RFAs) and notifications required prior to bringing hazardous or other listed materials on-site);
 - Stone crushing plants; and
 - Soil excavating, handling, transporting, and stockpiling operations within the Work area.
3. Compliance with all environmental and construction permits, regardless of whether acquired by Contractor, DPC or another party on behalf of Contractor and/or DPC for execution of the Work.

4. Installation, inspection and maintenance of any and all environmental pollution control devices, systems, appurtenances or measures required to comply with applicable regulations, standards or codes and permit conditions.
5. Spill prevention, reporting, cleanup and mitigation, related to the execution of this Work.
6. Storm water pollution prevention and sediment and erosion control throughout the construction project, in accordance with the approved Storm Water Pollution Prevention Plans, SWP3's (as prepared by others).
7. Protection of natural resources, including streams, wetlands, floodplains, wildlife, identified species, parkland, etc., which are located within, adjacent to, or beyond the Work area but may be impacted by completion of the Work.
8. Avoidance (to the extent practicable) and protection (when unavoidable) of the identified solid waste areas (e.g., landfills, areas of concern, etc.) of the project site. These specifically include, but are not necessarily limited to the following areas:
 - Grayton Road Landfill;
 - Airport South Fill Area;
 - Old Landfill, South 40 Landfill and 1957 Landfill within the former NASA South 40 Area; and
 - Any of the previously closed landfill or waste areas (the Excavation Site, Ravine Site and Former Fire Training Site (e.g., Burn Pit).
9. If Work is required within, over, or near a solid waste area, such Work must be performed in accordance with Ohio EPA's Administrative Order on Consent, Findings & Orders and/or Rule 13 Authorizations, as appropriate.
10. Disposal of waste generated during the completion of Work must be in accordance with regulations and permits. Examples are:
 - Any hazardous wastes, which are generated (removal of spill of hazardous material brought on site for the execution of the Work) in a licensed hazardous waste transportation, storage or disposal (TSD) facility.
 - Any solid wastes, which are generated (e.g., if excavation into one of the Landfills is required), must be disposed either within the footprint of Landfill at off-site in an Ohio EPA-licensed solid waste facility;
 - Any construction and demolition (C&D) debris in a licensed C&D landfill; and
 - Any petroleum contaminated soil (PCS) in an on-site, BUSTR-approved manner or off-site in an Ohio EPA-approved facility.

F. HEALTH AND SAFETY PLAN (HASP)

Contractor is required to develop and, subject to DPC acceptance, to implement a health and safety plan (HASP). The HASP is required, depending on the work area. In general, the purpose of the site-specific, project-focused is to identify potential health and safety risks and outline steps required to prevent or mitigate these risks. For example, if deep excavations are required in

the execution of Work, use of trench boxes should be specified by the Contractor in his development of “means and methods” for performing such Work.

CONSTRUCTION SAFETY AND HEALTH

1. The Contractor shall take all reasonable safety and occupational health measures in performing this Contract. The Contractor shall comply with the Federal, State and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this Contract.
2. The Contractor shall take, or cause to be taken any other safety, and occupational health measures the Resident Engineer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this Contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this Contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the Contract.
3. The Contractor shall immediately notify and promptly report the Resident Engineer any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the Contract Schedule; property loss of \$25,000 or more or close call that may be of immediate interest to the Airport, arising out of Work performed under this Contract. A close call is (a situation or occurrence with no injury, no damage, or only minor damage (less than \$1,000) but possesses the potential to cause any category of mishap, or any injury, damage, or negative operational impact. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contractors) shall provide monthly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the Contract Schedule.
4. The Contractor shall investigate all Work-related incidents, accidents, and close calls, to the extent necessary to determine their causes and furnish the Resident Engineer a report, in such form as they may require, of the investigative findings and proposed or completed corrective actions.
5. a. Resident Engineer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. The Contractor shall promptly take and report any necessary corrective action.

b. If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph 5.a. of this clause, the Resident Engineer may invoke the stop-work order clause in this Contract or any other remedy available in the event of such failure or refusal. This includes but is not limited to expulsion of Contractors personnel from the CHIA for safety violations.

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6. Resident Engineers and DPC Representative shall have access to and the right to examine the site or areas where Work under this Contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.
7. The Contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the Contract, even though not deemed hazardous by the Contractor. Resident Engineer shall notify the Contractor about which operations are to be considered hazardous. Before hazardous operations commence, the Contractor shall submit for Resident Engineer concurrence:
 - a. Written hazardous operating procedures for all hazardous operations: and/or
 - b. Qualification standards for personnel involved in hazardous operations.

H. CONSTRUCTION AND FIELD EQUIPMENT USAGE

In accordance with Subsection 5.5.5 (entitled "General Conformity") and Appendix D, Section D.5-1 of the "Final Environmental Impact Statement, Section 303c and 6(f) Evaluation," issued by the Federal Aviation Administration and noticed in the Federal Register on July 14, 2000, the Contractor shall use Tier I Compliant construction equipment throughout the duration of the Work. US EPA's requirements, referred to as the "Tier I Regulations" may be found in the Code of Federal Regulations, Title 40, Part 89, Subpart B. A copy of the Final EIS may be viewed at Department of Port Control offices; the regulations may be viewed at www.epa.gov/epacfr40/chapt-1subch-C/40P0089 on the Web."

C-56 PROJECT PHOTOGRAPHS

- A. The Resident Engineer must first approve the photographer. The Designer will determine the viewpoint of each photograph. Take photographs for each submittal from the same viewpoint unless specifically directed otherwise.
- B. The Contractor shall furnish to the Resident Engineer pre-construction photographs of the Work area prior to start of the Work. The photographs shall clearly show the condition of all areas of contract area just before work is begun. A minimum of 16 exposures is required.
- C. The second and all subsequent sets shall consist of sufficient exposures to clearly indicate the progress of the Work each month. The set of exposures shall cover work progress at locations approved by the Resident Engineer. The photographs shall be continued until the total contract work has been completed.
- D. Submit two copies of project photographs showing progress of the Work, taken every two weeks and/or prior to backfilling any underground work, starting when the Work begins and ending when the Work is completed. Submit photographs with each request for payment.
- E. The Contractor shall furnish monthly with the payment application to the Resident Engineer progress photographs of the progress work or completed work. The Photographs shall clearly show the condition of all areas of the contract area that are in progress or completed. One

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print of all exposures required shall be submitted to the Resident Engineer each month by the Contractor. A minimum of 16 exposures is required.

- F. All progress photographs shall be 8"x10" in size, with an additional 1" binding margin, printed on glossy paper submitted in clear plastic binder sheets suitable for three-ring binders. Exposure shall bear a title and be consecutively numbered. Photographs, title and numbering shall be in accordance with samples available in the office of the Airport Engineer.
- G. Label each print in lower right-hand corner with the following: Project name, Project address and direction of view.
- H. Retain all negatives until final completion of the Work. All negatives shall be submitted to, and become the property of, the City of Cleveland and shall be delivered by the Contractor to the Resident Engineer, to be forwarded to the Airport Engineer at the time of final acceptance.
- I. After final acceptance of the Project, the Contractor shall retain at Contractor's cost an architectural photographer subject to the approval of the Designer to do final documentation of the completed Project. The photographer shall provide the following as directed by the Designer; ten (10) exterior and interior views of the Project. They shall provide four (4) 8" x 10" color prints, three (3) color slides, and the negatives of each view to the Designer. All of the above shall be submitted to, and become the property of, the City of Cleveland and shall be delivered by the Contractor to the Resident Engineer.

C-57 TEMPORARY BUILDINGS

- A. All expenses in connection with the field office, including the installation and use of telephone, heat, air conditioning, light, water and janitorial service shall be borne by the Contractor. Said office shall be maintained by the Contractor until final acceptance of the work, and then removed, unless the Resident Engineer orders it be removed earlier.
- B. The Contractor may construct temporary buildings for respective trades, to house personnel and store material. All such temporary buildings shall be removed as soon as they are no longer required. Additional storage needed must be provided off the site at the Contractor's expense. The Contractor shall provide and maintain on the premises suitable platforms and watertight covers for materials subject to soiling, defacement or damage by the weather. The location of all such temporary buildings, platforms, etc., shall be as directed by the Resident Engineer and Airport Engineer.

C-58 DETAIL SPECIFICATIONS

- A. All work equipment and materials mentioned in the detail specifications and all work, equipment and materials not mentioned in the detail specifications, and all work, equipment and materials necessary for the completion of the work in the detail specifications shall be furnished, performed and completed, as if all are mentioned in the detail specifications.
- B. The manner of listing of all trades and work is for convenience only and it is not to be

construed by the Contractor that labor and materials described are for each individual trade or portion of work. The contractor and all Subcontractors shall inspect all drawings and specifications pertaining to all trades.

- C. The Resident Engineer will furnish additional instructions to the Contractor by means of drawings or bulletins as necessary for the proper execution of the work. Instructions shall be consistent with the pertinent contract documents. True development thereof and reasonably inferable therefrom. The work shall be executed in conformity therewith. No work shall be done without proper instruction.
- D. Should the detail specifications disagree as to quantity or quality or work required, the greater quantity or better quality shall be provided, unless contrary instructions are issued by the Resident Engineer in writing. The contract drawings and detail specifications for all trades are complementary and must be referred to in order that the complete scope of the work of the Contractor or of any Subcontractor may be determined.
- E. No claim for extra compensation will be considered because the Contractor or any Subcontractor has failed to consult the contract drawings and detail specifications or other trades and determined the scope of his work in relation thereto.

C-59 RESERVED

C-60 CHANGES OR MODIFICATIONS OF CONTRACT

The following modifies Clause B-34 of General Conditions:

- A. Changes in the Work - Without invalidating the Contract and without notice to the Contractor's surety, the City may, at any time, or from time to time, order additions, deletions or revisions in the work, which shall be authorized by a change order. Upon receipt of a change order, Contractor shall promptly proceed with the work as altered, the same as if it had been part of the original Contract, whether or not agreement has been reached as to any price adjustment for such work.
- B. Change in Contract Price - Contract price shall mean the monies payable by the City to the Contractor under the Contract Documents less the Contingency Allowance. No change in the Contract Price shall be authorized for work required by or reasonably implied as a requirement of the Contract Documents or for work foreseeable at the time of the bid as necessary to complete the project as originally contemplated.
- C. In the event the Contractor is requested or required to perform work neither required by nor reasonably implied as a requirement of the Contract Documents and not foreseeable at the time of the bid as necessary to complete the project as originally contemplated, the Contract Price may be changed for work so performed by Contingency Allowance or by Subsidiary Agreement, provided that:
 - 1. Within ten (10) calendar days after the occurrence or non-occurrence of any event giving rise to Contractor's claim for an adjustment in the Contract Price based on changes in the

- work Contractor shall notify the City, in writing, with a copy to the Resident Engineer, of the general nature of the claim.
2. Contractor shall provide the Resident Engineer, within thirty (30) calendar days after such event, the following supporting documentation.
 - a. Statement of the date, nature and specific circumstances of such event;
 - b. Copies of all correspondence regarding such event;
 - c. Identification of all work which has been or may be affected by such event;
 - d. Itemization of all labor, materials and equipment for which a price adjustment is claimed;
 - e. Copies of all invoices for materials delivered for which a price adjustment is claimed.

Contractor's supporting documentation shall be accompanied by the Contractor's written statement that the amount claimed covers all known amounts to which Contractor is entitled as a result of the occurrence of said event.

Contractor claims for adjustment, in the contract price, are only valid if submitted in accordance with the authority of Part B-General Conditions, Clause B-34 (Section 168 of the Charter of the City of Cleveland).

The price adjustment for any work for which Contractor claims an increase in the Contract Price shall not exceed the actual cost of additional on-site labor, materials and equipment for a total of ten percent (10%) to cover profit and overhead.

The General Contractor shall add a maximum of 5% markup for all Subcontractor performed work. This mark-up is limited to 1st tier Subcontractor performed work only. The 1st tier Subcontractor shall not be allowed to mark-up 2nd tier (and beyond) Subcontractor performed work. The 1st tier Subcontractor shall be allowed a maximum of 10% mark-up for overhead and profit on self performed work.

The City will reimburse Labor costs in accordance with the US Department of labor costs in accordance with the US Department of Labor Rates attached in Part E of this Volume. The Labor Rate consists of Labor Rate + Fringe Rate. The City will not entertain any other costs associated with overhead or profit except as noted above.

Material and/or equipment employed in doing the work: the actual cost will be allowed, f.o.b. jobsite, of materials and/or equipment, furnished by a material man, which are to be incorporated into the work.

All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and Contractor shall make provisions so that they may be obtained.

In the event changes in the work result in a net decrease in the Contractor's costs, the Contract Price shall be decreased by an amount equal to the actual net decrease in the cost of on-site labor, materials and equipment plus ten percent (10%) of such net decrease.

Where the work involved is covered by unit prices contained in the Contract Documents, the value of the work for which Contractor claims an increase in the Contract Price or the credit to which the City is entitled shall be determined by application of such unit prices.

Changes in the Contract Price made pursuant to the Contingency Allowance shall not exceed the amount of the Contingency Allowance listed on the Contractor's Bid.

In the event that the Contingency Allowance is exhausted, changes in the Contract Price may only be made by Subsidiary Agreement, pursuant to Clause B-34 of the General Conditions; the Contractor shall proceed with the work while any such Subsidiary Agreement is being processed.

C-61 RESERVED

C-62 RESERVED

C-63 LIQUIDATED DAMAGES FOR DELAY

The following modifies Clause B-5 of General Conditions:
(this section only applies to building 119, Sheraton Hotel)

- A. The parties to this Contract agree that time is of the essence in the performance of the demolition of the Sheraton Hotel. Delays to the start or completion of this work is detrimental to the operations of the airport. Due to this:
- B. The contractor shall complete all work within the time frames as specified below:
 - 1. Contractor must begin demolition preparation 15 days or sooner, after the Notice To Proceed (NTP) has been issued by the City.
 - 2. Contractor must begin physical demolition of the building no later than 60 days after NTP.
 - 3. Substantial completion of demolition within 90 days after NTP.
 - 4. Substantial project completion within 120 days after NTP.
- C. Liquidated Damages will be assessed as follows:
 - \$5,000 per calendar day will be assessed for the additional number of days required beyond the prescribed days outlined in B items 1 - 4.

C-64 JOINT OCCUPANCY OF SITE

- A. It is agreed that the Contractor shall not be entitled to any damages or extra compensation from the City for any work performed by the City or other contractors employed by the City that in any way affects the work under this contract, provided that such work of the City and other contractors shall, in the opinion of the Director, be performed in a proper and expeditious or a necessary manner. The Director shall decide all questions between the Contractor hereunder and any other contractor.
- B. If, in the judgment of the Director, the joint occupancy of the site of the work by the City or

by two or more contractors working on different contracts at the same time actually impedes progress on the work herein described, the Director may extend the time for the completion of the work to compensate for the delays so caused.

- C. In case the Contractor by his acts or the acts of any other person or persons in his employ or working for him or for any of his Subcontractors on work under this contract, shall unnecessarily delay, in the opinion of the Director, the work of the City or other contractors by not properly cooperating with or by not affording them sufficient opportunity or facility to perform their work as may be specified, the Contractor shall pay all costs and expenses incurred by such parties due to any such delays, and he hereby authorizes the City to deduct the amount of such cost and expense from any monies due or to become due the Contractor under this contract.
- D. The Director shall decide the extent of such delay or delays and the amount of such cost and expense, and his decision shall be binding upon both parties in this contract. However, nothing contained in these paragraphs shall relieve said Contractor from any liability or damage resulting to the City on account of such delay or delays.

C-65 CITY OF CLEVELAND MBE/FBE/CSB REQUIREMENTS

CLEVELAND AREA SMALL BUSINESS, MINORITY AND FEMALE BUSINESS ENTERPRISE PARTICIPATION

Prospective bidders are advised that in order to enter into a contract with the City of Cleveland for providing the services outlined in this Invitation to Bid, the successful bidder must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity. Accordingly, prospective bidders are required to complete the attached Office of Equal Opportunity Schedules 1 through 4 and submit those materials with its bid. All schedules must be completed, signed and dated; or the submittal may be considered non-responsive. The completed schedules will be submitted to the City's Office of Equal Opportunity for evaluation. The successful bidder will be required to submit to the City's Office of Equal Opportunity a comprehensive work force evaluation and an affirmative action plan no later than sixty (60) days after entering into a contract with the City.

The City of Cleveland has established a subcontracting goal of thirty percent (30%) Cleveland Area Small Business ("CSB") for this project. Please complete Schedule 2 – Schedule of Subcontractor Participation and provide a detailed plan with your proposal indicating how CSBs will be utilized during the project. In addition, the City of Cleveland is firmly committed to assisting Minority Business Enterprises ("MBEs") and Female Business Enterprises ("FBEs") through its contracting activities, and the City intends to contract with firms that share that commitment. Bidders shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Please be aware that the participation of CSB/MBE/FBE firms listed in your proposal will be monitored by the City's Office of Equal Opportunity throughout the duration of the contract. The successful bidder will be responsible for providing the City's Office of Equal Opportunity with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and cancelled checks. If the successful bidder fails to fulfill the CSB participation percentages set forth in this Invitation to Bid, the successful bidder may be subject to any and all penalties listed in Section 187.20 of the Cleveland Codified Ordinances.

It is the City's objective that the CSB/MBE/FBE performs a commercially useful function. A CSB/MBE/FBE is considered to perform a commercially useful function when it is independently responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In light of industry practices and other relevant considerations, the CSB/MBE/FBE must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the CSB/MBE/FBE program.

If you have any questions in regard to either the City's Office of Equal Opportunity's requirements and/or its other contracting goals, please contact the Office of Equal Opportunity at (216) 664-4152.

C-66 RESERVED**C-67 REJECTION OR ACCEPTANCE OF BIDS**

The following modifies Clause A-16 of Instructions to Bidders:

It is anticipated that the project will be included in an Airport Improvement Program (AIP) in which the Federal Aviation Administration (FAA) would participate in a percentage of the eligible project costs. The City reserves the right to delete from the award all or part of the project, dependent upon receipt of such Federal monies.

C-68 RESERVED**C-69 BAN ON TEXTING WHILE DRIVING**

A. Definitions. As used in this clause:

“Driving”:

1. Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

2. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

B. This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

C. The Contractor should:

(1) Adopt and enforce policies that ban text messaging while driving:

- i. Company-owned or -rented vehicles or Government-owned vehicles; or
- ii. Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as:

- i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

D. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (D), in all subcontracts.

**Exhibit A:
TRUE Construction Projects Pilot Guidance**

The sustainability and waste diversion specifications for this project were developed with guidance from the TRUE for construction projects pilot program. The selected vendor should develop a project waste management plan in alignment with credits associated with this rating system wherever applicable.

TRUE Construction Projects Pilot Guidance

This sheet outlines all available credits, credit modifications, and credits that are not applicable for construction projects based off of the current TRUE Rating System. This sheet is intended to be referenced in conjunction with the TRUE Rating System, which outlines the guidelines and requirements for all credits, which are modified only when indicated by the Applicability in Column E and the Guidance outlined in Column F.

Key	
Y	Credit is the same; refer to TRUE Rating System for requirements
M	Credit is modified
N/A	Credit is not applicable

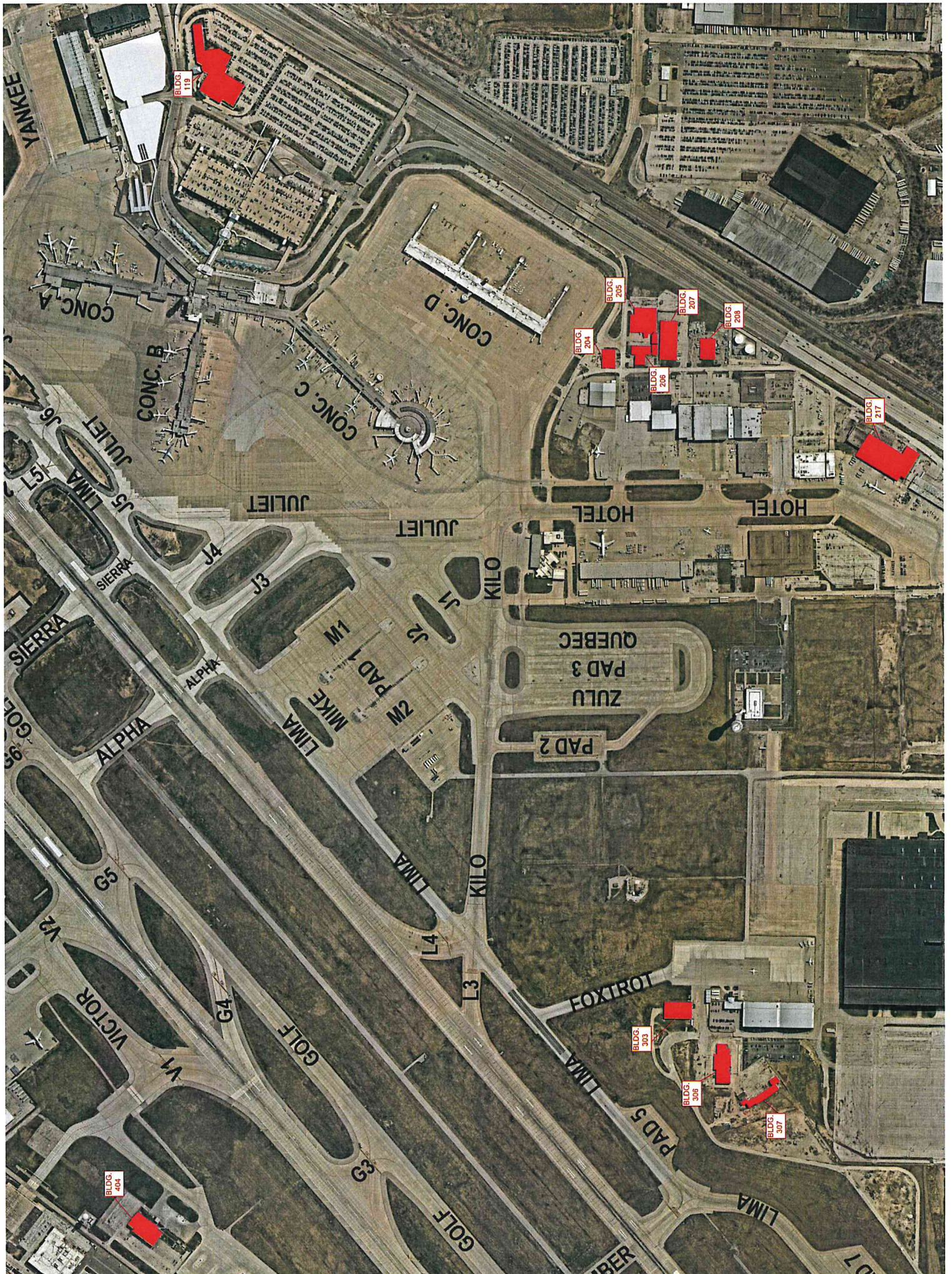
Category	Credit	Description	Applicability	Guidance
Minimum Program Requirement	Credit 1	Zero waste policy in place	Y	
	Credit 2	Average 90% diversion	M	<ul style="list-style-type: none"> • Diversion data for the entirety of the project must be provided and the project must achieve a 90% or greater average diversion rate by weight. • Diversion activity must comply with the acceptable materials and diversion methods in the requirements language and TRUE Rating System. • The same required documentation displaying weight data and documentation from service providers verifying weights must be provided. Please see the entry for Zero Waste Reporting Credit 1 in the TRUE Rating System.
	Credit 3	All federal, state, and local regulations	Y	
	Credit 4	10% contamination level	Y	
	Credit 5	Submit 12 months of waste data	N/A	This program requirement is not applicable to construction projects
	Credit 6	Case study	Y	
Redesign	Credit 1	Right size collection containers and service levels	M	<ul style="list-style-type: none"> • The required periodic review and adjustments of containers should take place during construction • Refer to the credit entry in the TRUE Rating System for further requirements.
	Credit 2	Restructure solid waste collection agreements for zero waste	Y	
	Credit 3	Review all 9 points of generation	M	Conduct a review of materials in all points of generation as relevant (does not need to use the 9 points outlined in the TRUE Rating System). Identify the points of generation in the narrative.
Reduce	Credit 4	Complete review of supply chain	Y	
	Credit 1	Document materials reduced by commodity	Y	
	Credit 2	Implement tracking programs to eliminate waste before it occurs	Y	
	Credit 3	Adopt a goal to reduce the overall size/amount of product packaging	M	Baseline is not required, can be done for only inbound packaging if outbound is not applicable
	Credit 4	Go paperless for at least one major office function	M	Can be a major construction function, not required to be office related
	Credit 5	Set all printers to duplex print	Y	This is applicable to all printers used within the project boundary
Reuse	Credit 6	Practice grass-cycling for all mowed surfaces	N/A	This credit is not applicable to construction projects
	Credit 7	Reduce yard trimming waste through native landscaping or xeriscaping	N/A	This credit is not applicable to construction projects
	Credit 1	Develop systems that emphasize reuse	Y	
	Credit 2	Document pallet and shipping container reuse	Y	
	Credit 3	Implement reusable transport containers	Y	
	Credit 4	Establish program to reuse office supplies and materials	Y	
	Credit 5	Use reusable/durable food serviceware	Y	
Compost	Credit 6	Donate all food safe for human consumption	Y	
	Credit 7	Participate in animal feed program for inedible food	Y	
	Credit 1	Collect compostables separately from other materials	Y	This credit may also apply to outdoor areas where food is served such as near food trucks
	Credit 2	Compost, digest, or reuse yard trimmings	N/A	This credit is not applicable to construction projects
	Credit 3	Compost food scraps and/or soiled paper onsite	Y	
	Credit 4	Compost food scraps and/or soiled paper offsite	Y	
	Credit 5	Utilize/reuse compost or mulch onsite	N/A	This credit is not applicable to construction projects
Recycle	Credit 6	Implement other process technologies for organic materials	Y	
	Credit 7	Use compost from site for on-site production	N/A	
	Credit 1	Meet highest and best use for 80% of materials by weight	Y	
Zero Waste Reporting	Credit 1.2	Meet highest and best use for 100% of materials by weight	Y	
	Credit 2	Determine end markets for recycled commodities	Y	
	Credit 1	Document diversion by commodity or waste	M	See guidance for MPR #2, baseline is not required
Diversion	Credit 2	Track financial data for diversion and waste disposal	M	Baseline is not required
	Credit 3	Generate climate impact report using the U.S. EPA WARM Model	M	For projects outside the U.S. submit a similar tool or report meeting credit intent
	Credit 4	Become an active participant of the U.S. EPA Waste Wise Program	N/A	
	Credit 1.1	Diversion is 90.1 - 94.9%	M	See guidance for MPR #2, baseline is not required
	Credit 1.2	Diversion is 95% - 96.9%	M	See guidance for MPR #2, baseline is not required
Zero Waste Purchasing	Credit 1.3	Diversion is 97% - 98.9%	M	See guidance for MPR #2, baseline is not required
	Credit 1.4	Diversion is 99% - 99.9%	M	See guidance for MPR #2, baseline is not required
	Credit 1.5	Diversion is 100%	M	See guidance for MPR #2, baseline is not required
	Credit 1	Adopt an Environmentally Preferred Purchasing guideline or policy	Y	
	Credit 2	Include preference for durable goods in EPP policy or guideline	Y	
	Credit 3	Give preference to sustainably produced paper and wood products	Y	
	Credit 4	Identify EPP items in purchasing catalogs	Y	
Leadership	Credit 5	Track purchase of environmentally preferred products	Y	
	Credit 6	Give preference to used, refurbished, and/or remanufactured goods	Y	
	Credit 7.1	Any additional EPP practice(s)	Y	
	Credit 7.2	Any additional EPP practice(s)	Y	
	Credit 7.3	Any additional EPP practice(s)	Y	
	Credit 1	Adopt zero waste goal at upper management level	M	The adopted goal must be specific for the construction project and must be adopted by the project owner, architect, and general contractor. For multiple construction projects, the goal can span across all projects but it is not required
	Credit 2	Review monthly diversion activities with upper management	M	Must occur with the leadership from the project
	Credit 3	Encourage and incentivize employee participation	Y	
Training	Credit 4	Take responsibility for company products and packaging	N/A	
	Credit 5	Require vendors to take responsibility for products and packaging	Y	
	Credit 6	Promote zero waste in the community utilizing upper management personnel	M	Upper management representative is replaced by the Owner, Architect, Contractor (OAC) team
	Credit 1	Provide zero waste goals/policy to all employees	M	Must be provided to all employees, subcontractors, and onsite vendors
	Credit 2	Incorporate zero waste into employee orientation	M	Must be provided to all employees, subcontractors, and onsite vendors
	Credit 3	Communicate with employees about zero waste activities quarterly	M	Must be communicated to all employees, subcontractors, and onsite vendors
	Credit 4	Clearly label all collection receptacles	Y	
	Credit 5	Train purchasing agents	Y	
Zero Waste Analysis	Credit 6	Include zero waste in evaluation processes and/or bonus structure	Y	
	Credit 7	Dedicate at least one person for zero waste leadership role	Y	
	Credit 8	Provide all employees access to zero waste training	Y	
	Credit 1	Conduct annual physical waste audit	M	Annual waste audit is replaced by at least one audit during the construction project
	Credit 2	Analyze results of annual waste audit and implement recommendations	M	Annual waste audit is replaced by at least one audit during the construction project
Zero Waste Analysis	Credit 3	Complete annual physical audit of recyclables	M	Annual waste audit is replaced by at least one audit during the construction project
	Credit 4	Add rejected recyclables back into waste stream documentation	Y	
	Credit 5	Engage employees in waste audit and/or analysis	Y	
	Credit 1	Work with vendors to eliminate non-recyclable packaging	Y	

Upstream Management	Credit 2	Give preference to vendors who embrace zero waste goals	Y	
	Credit 3	Request vendors use 100% recyclable packaging	Y	
	Credit 4	Request vendors redesign products for reuse and recycling	Y	
Hazardous Waste Prevention	Credit 1	Properly handle hazardous materials	Y	
	Credit 2	Save records for at least 3 years	M	Records only required for duration of project
	Credit 3	Reuse or recycle universal waste	Y	
	Credit 4	Reduce the use of hazardous chemicals/materials	Y	
Closed Loop	Credit 5	Collect universal wastes from employees and/or customers	Y	
	Credit 1	Require a minimum of 30% post-consumer recycled content for office paper	M	Other types of paper can be included, for example specification documents or plans
	Credit 2	Require a minimum of 20% post-consumer recycled content for janitorial paper	Y	
	Credit 3	Purchase compost from a local source	N/A	This credit is not applicable to construction projects
Innovation	Credit 4	Ensure material remains in local markets and comes back onsite	N/A	This credit is not applicable to construction projects
	Credit 1	Participate in upcycling programs	Y	
	Credit 2	Commit to reduce total discards annually	N/A	This credit is not applicable to construction projects
Pilot	Credit 3	Implement Innovative waste reduction activity	Y	
	Credit 1	TRUE Advisor	Y	
	Credit 2	Safety First	Y	

Exhibit B:
Material Processing Details

This table should serve as a template, to be used as part of the selected vendor's waste management plan to inform DPC of processing facilities and end dispositions of source separated materials. Additional material types may need to be added, and not all of the below listed materials may apply.

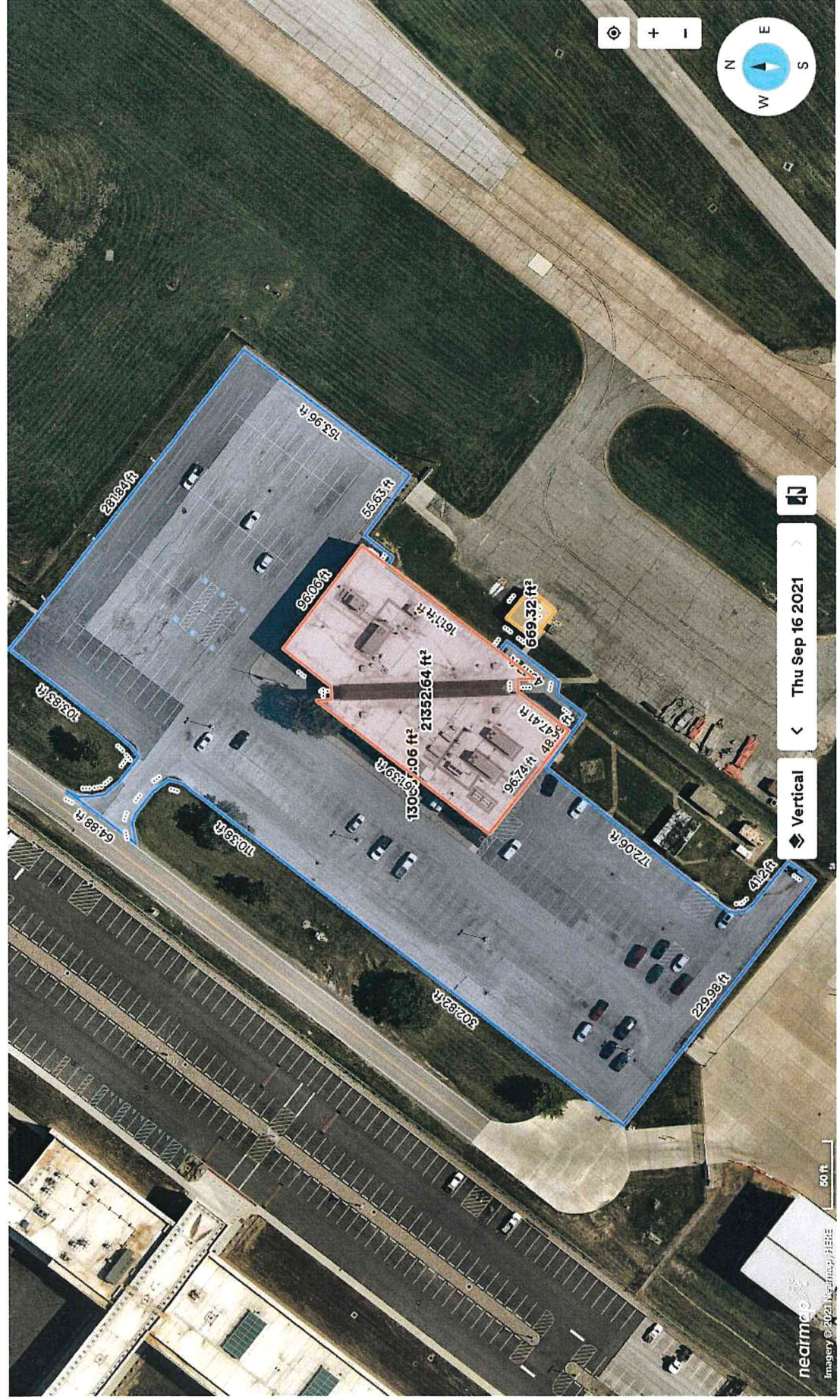
Material	Indicate whether the material will be SALVAGED or RECYCLED	Processing Facility <i>where will the selected vendor be taking each material for further use and/or processing</i>	End Use <i>what is the final product that the material will be used for/recycled in to</i>
Aluminum			
Copper			
Steel			
Brass			
Cement			
Asphalt			
Untreated wood			
Electronics			
Drywall/Gypsum			
Ceramics			
Glass			
Doors			
Windows			
Office Equipment (desks, chairs, etc.)			
Other furnishings			
Electronics (tvs, computers, etc.)			



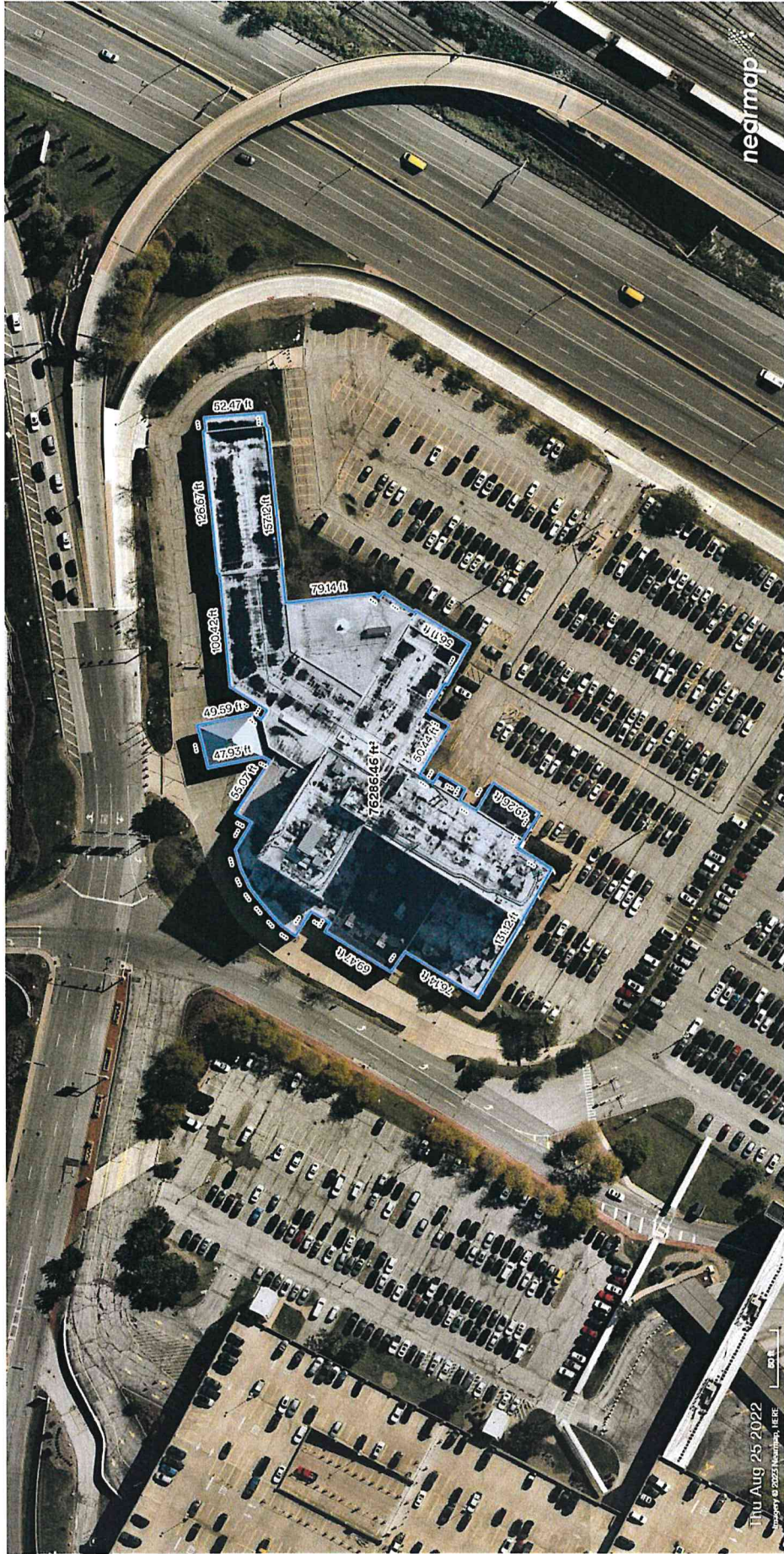
Building Demolition List

All building footprints are approximate.

Building 404 (FSS Building) 21,352 sqft



Building 119 (Sheraton Hotel) 76,286 sqft



62.47 ft

72.67 ft

157.24 ft

73.14 ft

49.59 ft

47.95 ft

65.07 ft

73.26 ft

111.92 ft

103.48 ft

103.48 ft

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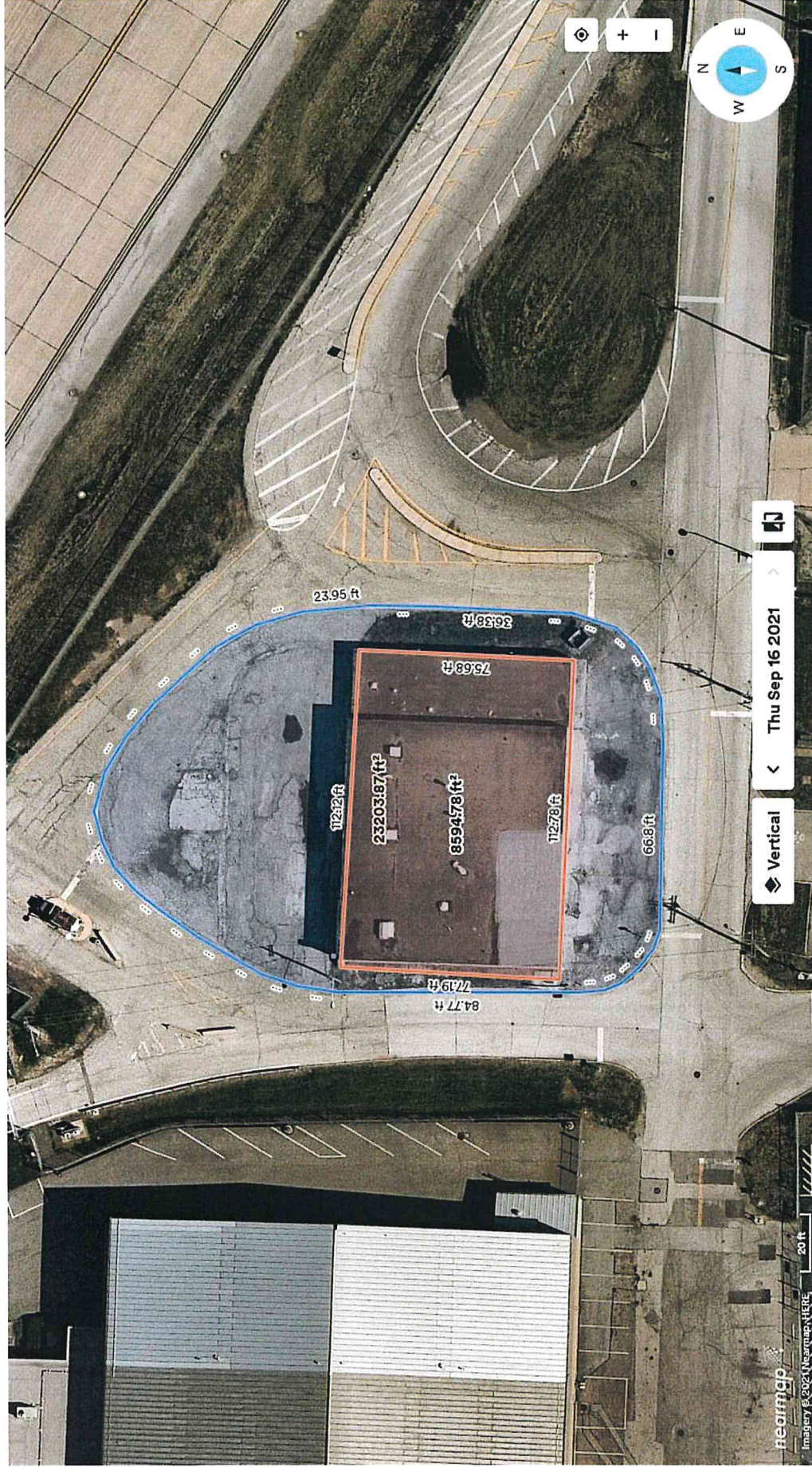
103.48 ft

103.48 ft

Thu Aug 25, 2022
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neatmap

Building 204 (Five Points Garage) 8,595 sqft



Building 206 (Bomb Squad) 9,692 sqft



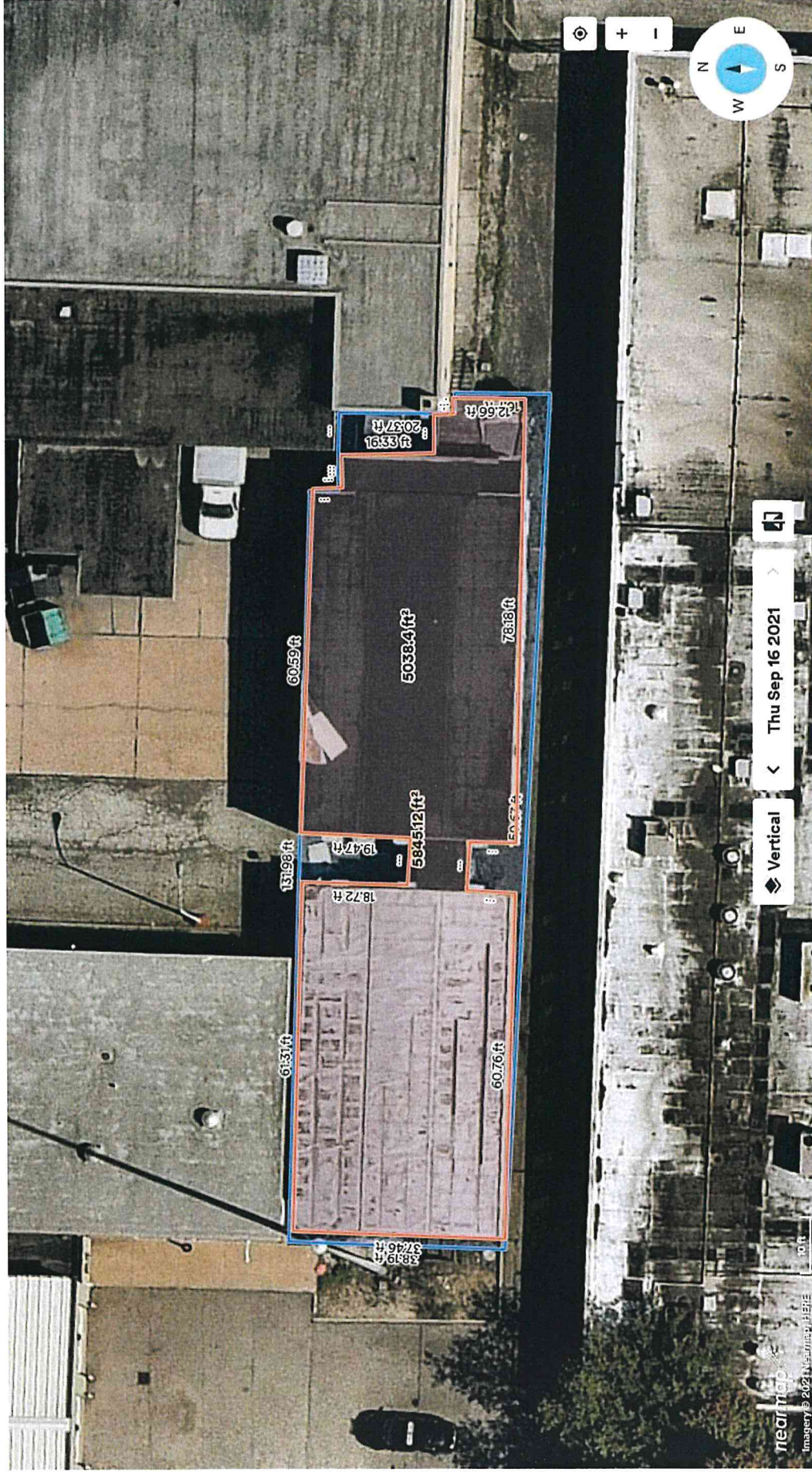
Building 205 (Central Receiving) 23,492 sqft



Building 207 (Bradford Airport Logistics/Sky Chef) 24,969 sqft



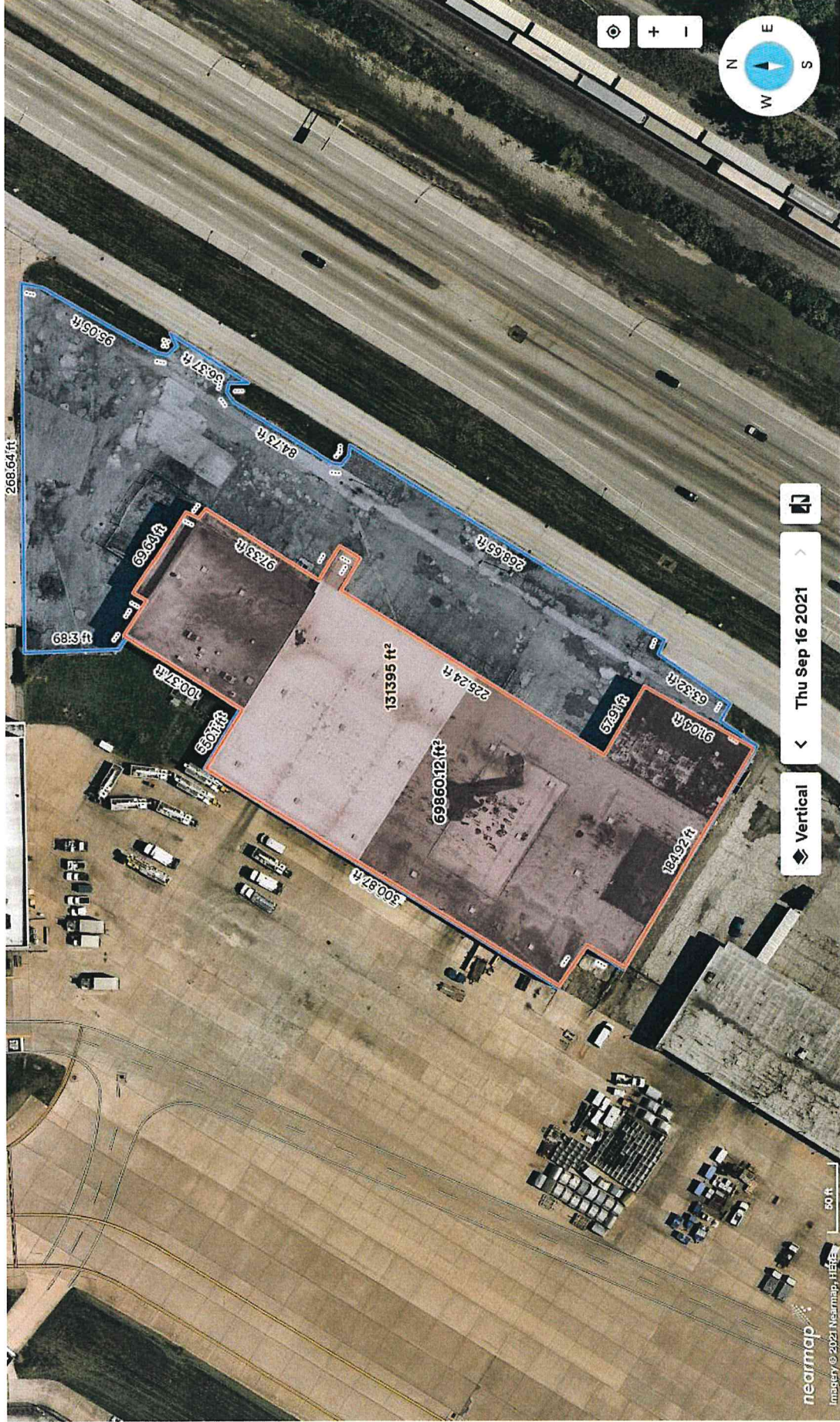
Old Engineering Trailers (near buildings 206 & 207) 5,038 sqft



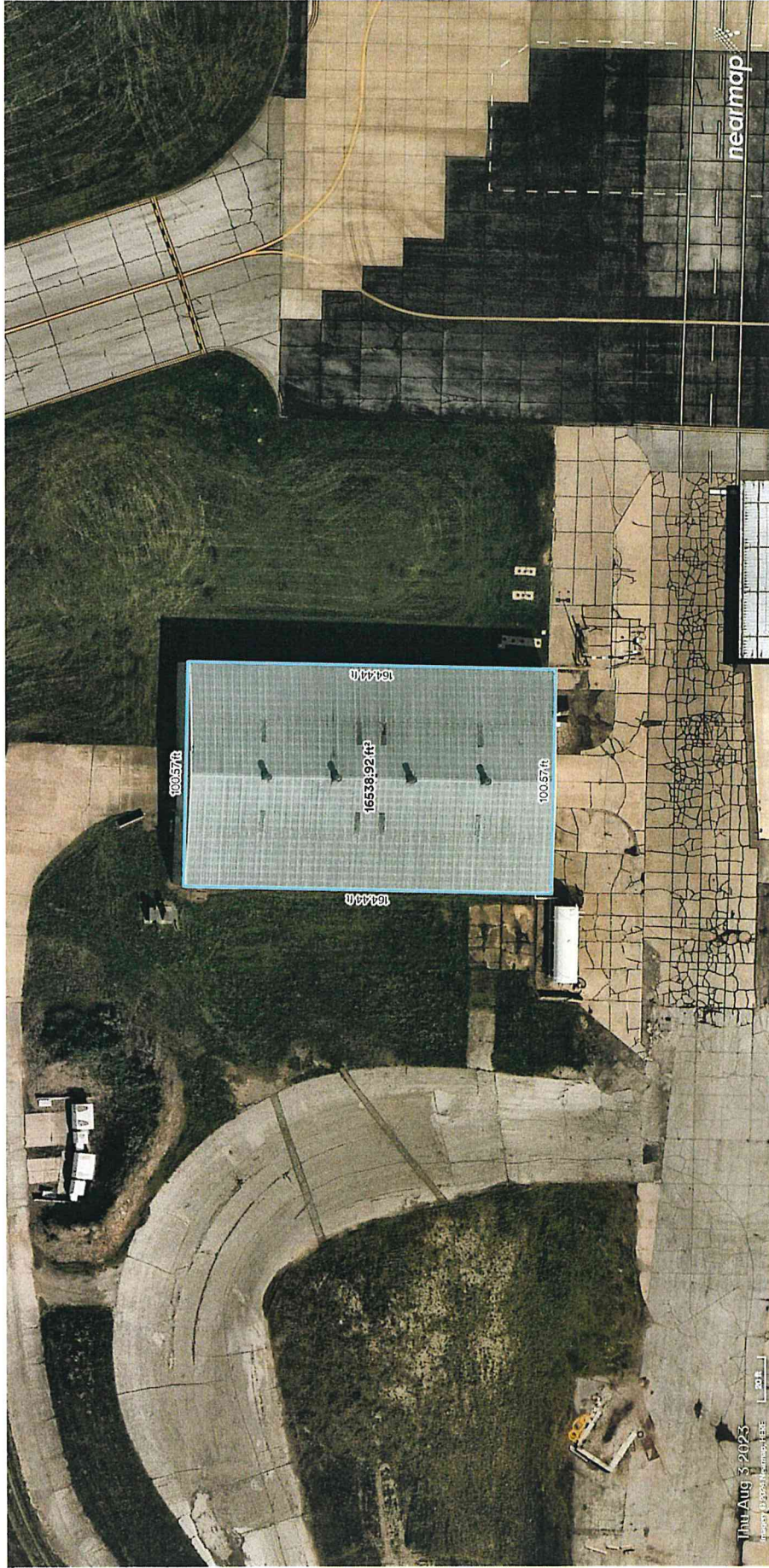
Building 208 (Swissport) 10,851 sqft



Building 217 (Cargo Building North) 69,860 sqft



Building 303 (Old Snow Equipment Barn) 16,538 sqft



Building 306 (Old Vehicle Maintenance) 21,318 sqft

Building 307 (Old Field Maintenance) 14,238 sqft

