

**MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION
SUPPLEMENTAL SPECIFICATIONS
TO
DEMOLITION CONTRACT**

The following specifications are a supplement to and a part of that Demolition Contract dated _____, 20____, between the Montgomery County Land Reutilization Corporation and _____ (the "Contract").

All work to be done under the Contract, including these Specifications, will be in accordance with the Construction and Material Specifications of the City of Dayton dated October 1, 2008 (the "Construction and Material Specifications"). For building and debris removal, Items 202.01 through 202.11 of the Construction and Material Specifications will apply. Notwithstanding the foregoing, the terms of Item 111 "Prevailing Wage Rates" of the Construction and Material Specifications shall not apply to the Work performed pursuant to the Contract.

The Contractor acknowledges that the Work (as defined in Item 102 of the Construction and Material Specifications) being performed pursuant to the Contract is for the benefit of the Land Bank and that the Land Bank has engaged the City of Dayton to provide administration and support services in connection with the Work, including the preparation of bid documents, review of contractor responses, administering the Work and reviewing requests for payment.

As used in the Construction and Material Specifications, references to the "City" shall be read as references to the Land Bank to the extent terms and conditions pertain to rights, duties, obligations, protections and remedies of the party contracting for the Work, and the Land Bank shall be entitled to exercise and receive the benefit of all rights, remedies and protections afforded to the "City" pursuant to the Construction and Material Specifications. References to the "City" shall be read as references to the City of Dayton to the extent terms and conditions pertain to the rights, duties, obligations, protections and remedies of the party administering the Work. To the extent that the City of Dayton is referenced in the terms and conditions of the Construction and Material Specifications as having rights in its capacity as the local jurisdiction in which any portion of Work is performed, such terms and conditions shall refer to compliance with the legal requirements of the particular local jurisdiction in which the applicable portion of the Work is performed.

1. Project Description: The Contractor will obtain all permits and supply all materials, tools and personnel for the demolition and disposal of 300 residential buildings or equivalent volume and all associated building material and incidentals thereto. The contract work includes all demolition activities, excavation, back-fill, site grading, landscaping and seeding.

2. Project Schedule: The following Project Schedule will be adhered to by the Contractor in completing this project.

May 15, 2016	Contract work completion, including but not limited to, all demolition and debris removal, all final site grading and landscaping
June 1, 2016	Deadline for final Contractor invoices and lien releases to be received by the Land Bank for verification and payment

The Contractor waives any claims for payment for Work (as defined in Item 102 of the Construction and Material Specifications) not invoiced to the Land Bank by August 1, 2016.

3. Project Schedule Milestones: Item 116.06 of the City of Dayton Construction and Material Specifications is hereby deleted and replaced by the following Section:

Liquidated Damages for Project Schedule Milestones: If the Contractor fails to meet any of the milestones in the Project Schedule, the Contractor will be liable for liquidated damages for each and every calendar day thereafter until the work for each milestone is completed, unless the Contractor timely requests and the Land Bank grants an extension of time in accordance with the Contract Documents. The amount of liquidated damages shall be \$500 per calendar day.

The amount of liquidated damages is not a penalty, but it is agreed upon by and between the Contractor and the Land Bank because of the impracticability and extreme difficulty of ascertaining the actual amount of damage the Land Bank would sustain. Liquidated damages only replace the Land Bank's actual damages for delays, and are not the Land Bank's exclusive remedy for breach by the Contractor and are not to be construed in any way as a limitation of any other rights or remedies available to the Land Bank under the Contract Documents or otherwise. If a delay of the critical path in completion of a milestone in the Project Schedule is caused by the Land Bank and the Contractor concurrently, the applicable liquidated damages shall be apportioned, and the specific number of calendar days for which the Land Bank is solely responsible for shall be deducted from the total number of calendar days of the concurrent delay and the Contractor shall pay liquidated damages for the remaining number of calendar days of delay. In addition to the amount specified above, the Land Bank may charge the Contractor for all inspection(s) regardless of time extension.

4. Performance of Work: The Contractor shall be responsible for the removal of all structures and incidentals thereto, as well as any and all contents of the buildings. The work under this Contract shall include, but is not limited to the demolition and removal of residential, garages, and accessory structures, all footings, foundations and foundation walls, all floors at or below grade, all fences on the property, all shrubs or brush and any dead,

dying or diseased trees including all Ash trees. In addition, the Work performed shall comply with the following:

A. Demolition Activities – Examine the areas and conditions under which work is to be performed. Do not begin work until the Contractor is authorized to proceed by issuance of a Notice of Possession (“NOP”). Prior to beginning any work, verify that any unsatisfactory conditions are corrected.

1. Demolition Fees and Permits – The Contractor is responsible for obtaining and paying for all demolition permits and any required barricade, sidewalk, street, or alley closure permits. If applicable permit fees must be included in project costs.

a. The Contractor acknowledges that sidewalk, street, or alley closure permits may be required by the applicable jurisdictions where work is performed. All permits must be obtained by the time the Contractor obtains demolition permits. Sidewalk, street, and alley closures shall be in accordance with applicable requirements of the jurisdictions where work is performed and in accordance with Ohio Manual of Uniform Traffic Control Devices requirements.

2. Utilities – Locate and identify existing underground and overhead services and utilities within each NOP work area. Contact Ohio Utility Protection Services (OUPS) at **800-362-2764**. The cost to repair utilities damaged during site work operations is at the Contractor’s expense.

a. Protect active utility services uncovered by excavation.

b. Provide adequate means of protection of utilities and services designated to remain.

c. The existing utility lines to remain passing through the work area shall be maintained, protected, relocated or extended, as required.

d. Accurately identify and record abandoned and active utility lines rerouted or extended on project record documents according to local codes.

e. Remove abandoned utility service lines from areas of excavation. Cap, plug, or seal abandoned lines and identify termination points at grade level with markers according to local codes.

3. Damages – Protect existing buildings, paving, curb, gutter, and sidewalks, trees, landscape, and other services or facilities on site and adjacent to the site from damage caused by work operations. Repair or replace damaged facilities or services according to local code, or as required by owner. The cost to repair items damaged during site work operations is at the Contractor’s expense.

B. Emergency Response - Contractor may be required to respond on an emergency basis to demolish, partially demolish or otherwise make safe any building,

structure, tree, pole, smokestack, excavation or any other item determined to be a threat to public safety by the Chief Building Official, the Chief Building Inspector, the Fire Chief or their designees.

1. **Availability** – Contractor is required to provide the Land Bank with a 24-hour 7-day a week contact number upon contract award.
2. **Response** – As used in this Section 4.B of these Specifications, “response” means to be on the scene with appropriate equipment, personnel and resources to accomplish the task required, begin work and continue uninterrupted until the situation has been resolved to the specifications or standards set by the Land Bank.

C. Excavation and Back-Fill – All back-fill material shall be furnished by the Contractor. The Contractor shall exercise care to protect existing utilities during earthwork operations.

1. The excavation will be back-filled with pit or bank run gravel composed of a mixture of gravel, sand and a small percentage of loam, which shall be suitable to flush when this method is used to solidify the back-fill.
2. If an excavated site is not back filled within 3 business days after the initial demolition, then the Contractor shall secure the site with snow fencing.
3. Voids under sidewalks or streets in the right-of-way that are created or discovered by the Contractor, shall be back-filled and compacted in accordance with Section 200 of the Construction and Material Specifications. Any sidewalk and street replacement shall be performed by the Contractor at the Contractor’s expense and in accordance with the Land Bank’s standards and specifications.

D. Final Grading and Seeding - Completion of demolition shall include final lot grading and seeding to establish a lawn. See the detailed Site Grading and Seeding specifications.

E. Coordination with Asbestos Contractors - To ensure a smooth, orderly process, the Contractor shall coordinate demolition work with the Land Bank’s selected asbestos survey and asbestos remediation contractors on an as-needed basis.

F. Topsoil - The Contractor shall place topsoil over any areas that were filled, graded or otherwise disturbed by the demolition work, to a specified depth of 4 inches. The topsoil will be spread uniformly, then tamped or compacted. The topsoil will be graded even with the surrounding surfaces or slightly “crowned” to allow for settling. The top 2 inches shall be loose, and the topsoil shall be fertile loam, neither excessive acid nor excessive alkaline, suitable for the growth of turf grasses. When requested, the Contractor shall provide proof that the soil used for

landscaping has been tested and is acceptable for use in such an application. See the detailed Site Grading and Seeding specifications.

- G. Daily Clean up and Maintenance** – Upon the conclusion of work each day at a property and until all work at the property is complete, the Contractor will clean up the property and reasonably secure and store equipment so that the property will be reasonably maintained, considering the nature of the work being undertaken, until such work is complete.
- 5. Compliance and Notifications** - The Contractor is responsible for complying with all federal, state, and local laws and regulations, which includes but is not limited to, obtaining all necessary permits, environmental, zoning, planning and building laws and regulations. The Contractor is responsible for making notifications required to conduct the activities requested as part of the Contract. The Contractor shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by the Contractor in connection with the Contract. Failure to maintain compliance may make the Contractor ineligible for or delay reimbursement. The Contractor must be in good standing with federal, state and local authorities prior to award and maintain compliance during the entire contract period.
- 6. Indemnification** - By entering into this Contract, the Contractor agrees that the indemnification provided in Construction and Material Specification Item 113.01, is intended to require, and does require the Contractor to defend, indemnify and hold harmless the Land Bank, the City and their respective directors, officers, officials, agents, representatives, and employees, in both their official and individual capacities, from any claims of violations of any federal, state, or local laws and/or regulations resulting from Work performed by the Contractor, its subcontractors, and/or agents. This includes paying any fines or penalties assessed to the Land Bank, its directors, officers, officials, agents, representatives, and employees that arise out of, or in connection with, the negligence or intentional misconduct of the Contractor, its subcontractors, and/or agents and/or the Contractor's breach of any provision of the Contract.
- 7. Administrative Management** - The Contractor must actively manage the administrative requirements of the Contract. **These administrative requirements include submitting invoices for payment within agreed upon timeframes and providing substantiating documentation, including before, during and after demolition photographs of the property from the same vantage point and identification landmarks on or surrounding the property that evidence that they were taken of the same property, and other documentation required by the Land Bank to maintain compliance with granting authorities and applicable federal and state laws.** Financial accounting shall follow the standards for generally accepted accounting principles (GAAP) and any audits of the Contractor's records during the contract period shall comply with generally accepted auditing standards. See Item 120 of the Construction and Materials Specifications for additional terms regarding audits and record keeping requirements.

8. Notifications - It is the Contractor's responsibility to make the following notifications to the Nuisance Abatement Specialist or the Nuisance Abatement Supervisor prior to the demolition, during demolition, and upon completion of demolition:

- A. Pre-wreck Inspection** –The Contractor shall give 24 hours notice to the Nuisance Abatement Specialist or his supervisor prior to the demolition, during demolition, and upon completion of demolition.
- B. Backfill Inspection** - The Contractor shall have an “open hole”, backfill or rough inspection performed by the Division of Building Inspection prior to the backfill of the lot. The total lot and the hole, caused by the demolition and removal of the structure, are to be free of any and all demolition debris at the time of inspection. All utility lines shall be terminated according to code. The sewer line shall also be plugged before inspection approval is given.
- C. Site Grading Inspection** - The Contractor shall have a final grading inspection prior to seeding the lot. The total lot shall be free of any grading machinery and materials at the time of inspection.
- D. Final Inspection** - The Contractor shall upon the completion of demolition, rough lot grading and seeding call the Department of Building Inspection for the final inspection.
- E. Final Project Acceptance** – The Contractor shall call the Nuisance Abatement and Rehabilitation Supervisor or designee for final acceptance inspection. See Items 115.01 – 115.06 and 115.08 – 115.13 of the Construction and Materials Specifications for additional terms regarding acceptance inspection.
- F. Failure to Notify** - If the Contractor fails to timely notify the Department of Building Services for the required Pre-Wreck and Backfill inspections listed above, the Contractor, at its own expense, shall re-open the hole for inspection re-backfill after the inspection is completed, re-grade, re-seed the lot and call for a final inspection:

Failure to comply with the above inspections may result in non-payment or delayed payment for demolition and site clearance of the structure.

9. Business Day and Hours of Operation - Any day, except legal holidays, Saturdays, and Sundays, on which the Land Bank permits the Contractor to work is a “Business Day.” If permission is given to work on any of those excepted days, such time will be counted as a business day. See Item 116 of the Construction and Materials Specifications for additional terms regarding timing issues under the Contract. Unless otherwise stated in the Contractor’s proposal, 8 hours shall constitute a day’s work and 40 hours shall constitute a week’s work. Work under the contract shall be done only from 7:00 a.m. to 6:00 p.m. No work shall be

done at night, on Saturdays, Sundays or legal holidays unless special permission is given by the Nuisance Abatement Specialist and then only with a permit from the applicable jurisdiction in which the work is being done. Requests for after-hours inspections on Monday through Friday must be submitted to the Nuisance Abatement Specialist for his approval at least 48 hours in advance of the requested date of the after-hours inspection.

10. Notice of Possession - A Notice of Possession (“NOP”) is a form listing properties by which the Land Bank grants the Contractor the right to enter the listed properties, including the structures and all contents, for the purpose of demolition and site clearance. Each NOP is a unique, separate authorization for work to be performed under the Contract. The Land Bank reserves the right to remove any structure on property listed on an issued NOP until the Contractor begins the on-site demolition. The Contractor will not be permitted to commence on-site removal work at a property prior to the issuance date of the NOP. The NOP will be faxed or emailed to the Contractor to a fax number or email address that the Contractor provides to the Land Bank before the NOP is issued. The date of issuance of the NOP shall be the date that the NOP is faxed or emailed to the Contractor.

The following terms are associated with the issuance of an NOP and the performance of work under an NOP:

- A. Performance Period** - Each NOP will state the performance period within which the requested work shall be completed. In addition, the NOP shall list a set of milestones for completion of tasks necessary for demolition of the structures. With the exception of emergency demolition required for fire damaged structures or unsafe structures, the milestones shall be listed as follows:
 - 1. Utility Shut Off** - Within 10 Business Days of issuance of the NOP, the Contractor must have the utilities to the structures shut-off.
 - 2. Demolition Commencement** - Within 20 Business Days from the issuance of the NOP, the Contractor shall commence the physical demolition of the structures listed in the NOP.
 - 3. Completion of Demolition and Removal of Debris** - The number of Business Days that the Contractor shall be given to complete demolition and removal of debris for the structures listed in the NOP from the date of Demolition Commencement shall be calculated by dividing the estimated demolition debris listed on the NOP by 40,000 cubic feet.
- B. Emergency Response Demolition** - In cases involving an emergency response as defined in Section 4.B. above, the NOP shall provide for an accelerated demolition, and the Contractor shall demolish the structure according to the agreed upon schedule.

1. **Mobilization Fee** - In cases involving an emergency demolition, the Contractor shall be paid a Mobilization Fee based on response time to the Land Bank's initial contact for assistance:
 - a. If the Contractor is on site and beginning work within 8 hours or less, it will be paid a \$3,000 Mobilization Fee.
 - b. If the Contractor is on site and beginning work more than 8 hours but less than 24 hours, it will be paid a \$2,500 Mobilization Fee.
2. **Failure to Respond** - Failure to respond within 24 hours to an Emergency Response call from the Land Bank will subject the Contractor to a \$1,000 per day liquidated damages fee.

C. Performance Period where Contractor is Required to Have Asbestos Remediation Performed – At the Land Bank's discretion, the Contractor may also be required to have asbestos remediation work performed. Where the Land Bank requests that the Contractor also have the asbestos remediation work performed, the NOP shall list the following milestones:

1. **Asbestos Abatement Estimates and Utility Shut-Off** - Within 10 Business Days of the issuance of the NOP, the Contractor must have the utilities to the structures shut-off and have obtained and provided at least three separate estimates to the Land Bank for the asbestos abatement work for each structure. The Land Bank reserves the right to select the best estimate.
2. **Obtaining Necessary Permits and Provide Written Notice to the Regional Air Pollution Control Agency ("RAPCA")** - Within 13 Business Days of the issuance of the NOP, the Contractor must obtain all necessary permits to perform the asbestos abatement work and provide written notice to RAPCA of the asbestos abatement work for each property.
3. **Removal of Asbestos** - Within 35 Business Days of the issuance of the NOP, the Contractor shall have all of the asbestos abatement completed.
4. **Demolition Commencement** - Within 45 Business Days from the issuance of the NOP, the Contractor shall commence the physical demolition of the structures listed in the NOP.
5. **Completion of Demolition and Removal of Debris** - The number of Business Days that the Contractor shall be given to complete demolition and removal of debris for the structures listed in the NOP from the date of

Demolition Commencement shall be calculated by dividing the estimated demolition debris listed on the NOP by 40,000 cubic feet.

- 6. Licensed Contractors** - Asbestos abatement work will only be performed by contractors licensed and certified in the State of Ohio to perform asbestos abatement work. The Contractor will be responsible for insuring that the work is completed in compliance with the most current versions of applicable Federal, State and local regulatory requirements.

11. Timing of NOP's - The Land Bank estimates that the length of time between issuance of each NOP will be 7-10 Business Days, but the Land Bank reserves the right to issue NOP's more or less frequently. Due to the performance requirements associated with federal funding, NOP's may be issued concurrently to maximize the time allotted under the Contract. Based on the work requested, the end date of the performance period of NOP's issued may or may not be the same date. The issuance of NOP's will continue until all work has been completed or funding under the Contract is exhausted, whichever occurs first.

12. NOP Milestones - If the Contractor fails to complete any of the tasks in accordance with any of the milestones listed in the NOP, the Land Bank may impose liquidated damages in the sum of \$150 for each and every Business Day thereafter until completion, unless the Contractor timely requests and the Land Bank grants an extension of time in accordance with the Contract Documents. This amount of liquidated damages is in addition to any liquidated damages that the Contractor incurs as a result of its failure to meet the deadlines listed in the Project Schedule in Section 2 above. The amount of Liquidated Damages is agreed upon by and between the Contractor and the Land Bank because of the impracticability and extreme difficulty of ascertaining the actual damage the Land Bank would sustain. Liquidated damages only replace the Land Bank's actual damages for delays, are not the Land Bank's exclusive remedy for breach by the Contractor and are not to be construed in any way as a limitation of any other rights or remedies available to the Land Bank under the Contract Documents or otherwise.

13. Information Contained on Each NOP - Each NOP will be issued by a Nuisance Abatement Specialist who will act as the Project Manager for the requested work. Each NOP will state the following:

- A. Start Date – The start date designated by the Land Bank.
- B. Completion Milestones-The deadlines that are determined as described above.
- C. End Date – The estimated Business Days after the start date by which the Contractor will complete the requested work.
- D. Building Address – The address as determined by Montgomery County Auditor's Parcel information.

- E. Lot Number – Taken from Montgomery County plat records.
- F. Demolition Cubic Feet – Estimated based on an average of 40,000 cubic feet for a residential unit. The cubic footage of each structure and square footage of each lot will be determined from the records of the Montgomery County Auditor’s Office and on-site inspection by the Nuisance Abatement Specialist.
- G. Landscaping – Estimated based on the lot area reported or computed from the Montgomery County Auditor’s plat maps.

14. Utility Usage – If the Contractor intends to use water, the Contractor shall make arrangements with the appropriate departments in the jurisdiction where the work is to be performed for metered connections and shall pay for all water at the applicable rates, plus the required meter deposit.

15. Insurance - The Contractor must procure the required insurance from carriers with an A.M. Best rating of “A-” or better. During the term of this Contract, Qualified Contractor shall maintain, at their sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio:

1. General Liability Insurance, having a combined single limit of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate.
2. Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
3. Pollution/Environmental Liability Insurance in the amount of at least \$1,000,000. This insurance must include coverage for cleanup as required by governmental authorities. The Pollution/Environmental Liability Insurance shall also meet with the requirements of Item 112.07, along with the other requirements contained in Item 112 of the Construction and Material Specifications.
4. Employers’ Liability Insurance, having a limit of \$500,000 for each occurrence.
5. Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
6. Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Qualified Contractor pursuant to this Article shall be furnished to the City of Dayton Nuisance Abatement Specialist who is assisting the Land Bank. All such insurance policies, excluding Professional Liability Insurance, shall name the Land Bank, the City of Dayton and their respective directors, officers, contractors, agents and employees as additional insureds, but only to the extent of the policy limits stated herein. The Land Bank and the City of Dayton shall be covered notwithstanding any action, omission or negligence of the Contractor.

All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the Land Bank in the event of cancellation, modification or reduction of coverage.

Qualified Contractor shall provide Land Bank with prompt written notice of: (1) the cancellation or threatened cancellation of any insurance policy required hereunder, and (2) the filing of any claim with respect to the performance of services under this Contract.

This provision shall survive early termination or expiration of this Contract.

16. Asbestos Survey and Remediation - The selected Contractor is responsible for coordinating activities with the other contractors on the Land Bank's total demolition team. This team includes the asbestos survey and asbestos remediation contractors.

17. Securing Demolition Site - The Contractor is responsible for securing the site with snow fencing if an excavated site is not back filled within 3 Business Days after the initial demolition of the structure.

18. Sediment and Erosion Control - The requirements of R.C.G.O. Chapter 54 "Stormwater Management" must be followed in the performance of activities under the Contract.

19. Dust and Other Intrusive Conditions - The Contractor will use dust control measures to reduce dust and any airborne materials from traveling from the demolition site. The Contractor will also use measures to remove or reduce sediment on roadways and sidewalks caused by the demolition process as required by local codes.

20. Miscellaneous – The Contractor agrees to the following terms and conditions and makes the representations and warranties provided below.

A. Ethics – The Contractor, by its signature of the Contract, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. The Contractor understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.

B. Conflict of Interest - No shareholder, director, officer, member, manager, partner, principal, representative or personnel of the Contractor or any subcontractor who exercises any functions or responsibilities in connection with the work to be provided under the Contractor, will prior to or after the completion of the work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his, her or its functions or responsibilities with respect to the work to be provided

under this Contract. Any person who, prior to or after the execution of this Contract, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his, her or its interest to the Land Bank in writing. Thereafter, such person shall not participate in any action affecting the work under the Contract unless the Land Bank determines that, in light of the personal interest disclosed, his, her or its participation in any such action would not be contrary to the public interest.

C. Drug Free Workplace and Equal Employment Opportunity – The Contractor has in place policies regarding a drug free workplace and equal employment opportunity and has provided copies of these policies to the Land Bank.

SITE GRADING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Rough and finish grading of site.
- B. Dust alleviation and control.
- C. Cleanup and disposal of excess material in the form of bulk trash, debris and equipment.
- D. Provision of all material, equipment, and apparatus not specifically mentioned herein, but which are necessary to complete the work specified.
- E. The Contractor shall be familiar with the soil conditions on the site and shall thoroughly understand all recommendations associated with the grading.
- F. The Contractor shall comply with local erosion control requirements to prevent run-off of sediment and other unsuitable materials to the storm drain system.

1.02 REFERENCE STANDARDS

- A. State and Local (City of Dayton Construction and Materials) Specifications.
- B. American Society for Testing and Materials (*ASTM*).

1.03 QUALITY ASSURANCE

- A. All work under this section will be subject to the inspection and approval of the City of Dayton, Department of Building Services. When deemed necessary soil compaction testing shall be performed by a Land Bank approved independent testing laboratory under the supervision of an Ohio registered geotechnical engineer at the expense of the Contractor.
- B. Finish surface of the site shall not vary more than one-tenth of a foot (0.10'), with a positive drainage at not less than 1%.

1.04 MEASUREMENT AND PAYMENT

- A. Except as otherwise provided, site grading shall be paid for in accordance with Section 200 "Earthwork" of the Construction and Material Specifications. Earthwork/site grading shall be paid for as bid, either in a lump sum or based on square footage measured in place by the approved surveying methods.

- B. If the Contractor intends to use water, the Contractor shall make arrangements with the appropriate departments in the jurisdiction where the work is to be performed for metered connections and shall pay for all water at the applicable rates, plus the required meter deposit.

1.05 SOILS CONDITION

- A. Improved soil with organic matter; either well rotted vegetative material, animal manure or other approved material free from harmful chemicals, grass or weed growth with a neutral pH value. A certificate of proof of compost pH may be required to be provided to the Nuisance Abatement Specialist. The pH shall be between the ranges of 6.0 – 7.5.

1.06 PROJECT CONDITIONS

- A. Barricade open excavations and post warning lights at work adjacent to public streets and walks.
- B. Underpin adjacent structure(s), including utility service lines, which may be damaged by excavation operations.
- C. Promptly repair damage to adjacent facilities caused by earthwork operations. Cost of repair shall be at the Contractor's expense.
- D. Promptly notify the City of Dayton, Division of Building Inspection of unexpected subsurface conditions.

1.08 EXISTING CONDITIONS

- A. Upon beginning the earthwork, the Contractor represents that he has inspected the site and has satisfied himself as to actual grades and levels and the true conditions under which the work is to be performed.

PART 2 - PRODUCTS

2.01 REQUIREMENTS FOR GENERAL TOP SOIL

- A. Imported top soil must be supplied by an established local landscape supplier prior to use. See Items 653.02 & 653.05 of the Construction and Materials Specifications.
- B. Topsoil shall be placed and spread over the areas designated to a depth of 4 inches.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Weed Eradication - Prior to installing the final grading, eradicate weeds using non-residual contact herbicide at the recommended maximum rate. Regularly remove by hand any and all rubbish, debris and weed growth that may occur or re-occur throughout grassed area of the contract site.
1. Remove weed and brush growth from areas around the base of trees that will remain on site located within the grassed areas. Continue eradication throughout the course of the work and during the planting establishing period.
 2. Spray the entire lawn area to as above for 80% kill and 10 days later for a 90% kill. Remove remaining weeds and any nuisance vegetation manually or by machine, ensuring weeds do not infest soil when stock piled.

3.03 SITE GRADING

- A. Perform grading within contract limits, including adjacent transition areas, to new elevations, levels, profiles, and contours to provide positive drainage at a uniform rate of not less than 3:1. Provide uniform levels and slopes between new elevations and existing grades. Finish surfaces shall be smooth, free of lumps, hump and hollow voids and left ready to planting work.
- B. Grade surfaces to assure areas drain away from structures and to prevent ponding and pockets of surface drainage. The surface grading should not drain directly to the right-of-way. Provide sub-grade surfaces free from irregular surface changes and as follows:
1. Rough Grading: Plus or minus one-tenth of a foot (0.10') sub-grade tolerance. Finish required will be that ordinarily obtained from either blade-grader or scraper operations.
 2. Sub-grade: Provide sub-grade surface free of exposed boulders or stones exceeding one inch (1") in lawn areas, including any and all debris brought to the surface during cultivation.
 3. Paved Areas: All existing paved (hard surface) areas located within the contract limits i.e. walk, drives shall be removed unless otherwise noted by the NOP, or directed by the Nuisance Abatement Specialist.
 4. Top Soil: Soil must be free of all toxic materials, plant growth, stumps, roots, large stones, clay lumps or any other foreign material. See item 653.02 of the Construction and Materials Specifications.

5. Soil Infestation: It shall be free of noxious weeds and free of curl grub infestation. Where a grub infestation breaks out within 8 weeks of installation, all plant growth and soil shall be removed and replaced.
6. Drainage Swales: Grade to profiles at a degree necessary to remove surface water from contract site.

3.04 EXCAVATING

- A. Excavate to elevations and dimensions according to site conditions. Remove loose, soft materials, and all organic matter.
- B. Excavate unsatisfactory soil materials extending below required elevations to depth as directed by the Nuisance Abatement Specialist. Obtain City of Dayton, Nuisance Abatement Specialist written authorization before performing extra excavation work.
- C. Tree Removal - Remove only trees with trunks less than 6" diameter on the site as well as any unhealthy disease infested tree species. Trees shall be removed by a suitable qualified trades person. Grub out any stumps and roots to minimum depth of 24 inches below sub grade.
- D. Remove any junk trees, honeysuckles or any other weed species. Removal shall also include any dead, dying or diseased and Ash trees.

3.05 DRAINAGE

- A. Provide necessary pumps and drainage lines and maintain excavations.
- B. Provide drainage of the working area at all times.
- C. Final Site Grading - Positive drainage at not less than 1%, leaving no depressions or areas with standing water.

3.06 FILLING, BACKFILLING, AND COMPACTING

- A. All work shall conform to Section 200 "Earthwork" of the City of Dayton, Construction and Materials Specifications.
- B. Obtain inspection and approval from the City of Dayton, Nuisance Abatement Specialist of sub-grade surfaces prior to filling operations. Scarify, dry, and compact soft and wet areas; remove and replace unsuitable sub-grade materials with an approved compacted fill material. Take corrective measures to poor soils before placing fill materials.

END OF SECTION

SEEDING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide seeded lawns as shown and specified. The work includes:
 - 1. Soil preparation.
 - 2. Seeding lawns and other indicated areas.
 - 3. Mulching.
 - 4. Reconditioning existing lawns.

1.02 QUALITY ASSURANCE

- A. Comply with the requirements and/or specifications associated with the specific seed species.
- B. Comply with all State of Ohio Certification seed standards.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver seed and fertilizer materials in original unopened containers showing weight, analysis, and name of manufacturer; Store in a manner to prevent wetting and deterioration.

1.04 PROJECT CONDITIONS

- A. Work notification: Notify the City of Dayton Nuisance Abatement Specialist at least five (5) working days prior to start of seeding operations.
- B. Perform seeding work only after other work affecting ground surface has been completed, and approved by the Nuisance Abatement Specialist.
- C. Contractor to provide hose and lawn watering equipment as required for irrigation.
- D. The Contractor is responsible for notifying the City of Dayton Nuisance Abatement Specialist upon completion of work at each site location.

1.05 WARRANTY

- A. The Contractor warrants that all seeded areas shall be installed and maintained according to manufacturer's specifications, until accepted by the City of Dayton Nuisance Abatement Specialist.
- B. Contractor shall maintain all seeded and mulched areas until final inspections or until a 2-inch minimum growth of grass has been established, whichever date is later.
 - 1. Maintenance shall be provided include watering and protecting the area from damage following seeding shall be in accordance the Item 659 of the City of Dayton, Construction and Materials Specifications.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Seed type – There are two seed types that will be used on properties included in this contract. For all properties located in the City of Dayton a mixture of Na Turf Brand ‘Cody’ *Buffalo (Buchloe dactyoides) Turf Grass* mix as manufactured per Prairie Nursery should be used in most lawn applications unless otherwise specified. Seed mix shall be 95% purity rate (3 lbs per 1,000 sq. ft.) and not less than 85% germination.
- B. For all other properties a mixture of Tradition fine fescue mix as manufactured by Seed Research of Oregon or equal should be used unless otherwise specified. Seed mix shall be 95% purity rate (6 lbs per 1,000 sq. ft.) and not less than 85% germination.
- C. If late fall seeding is necessary, sow grass seed 5 days before the average frost date (Nov. 1). Sow grass seed at the manufacturer’s recommended rate by type of seed used. Fertilize according to manufacturer recommendations for rate, frequency and type.
- D. Mulch
 - 1. Straw - Clean oat or wheat straw well seasoned before baling, free from mature seed-bearing stalks or roots of prohibited or noxious weeds. Should be free of rot and mildew.
 - 2. Cellion fiber mulch or equal.
- D. Water- Hoses or other methods of transportation furnished by Contractor. Contractor to supply water to site for turf irrigation. Watering shall occur as required to comply with the provisions of Section 105 Warranty of this document.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine finish surfaces, grades, topsoil quality, and depth. Do not start seeding work until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. Limit preparation to areas that will be immediately seeded.
- B. Loosen topsoil of lawn areas to minimum depth of 2 inches, if compacted. Remove stones over ½” in any dimension, sticks, roots, rubbish, and extraneous matter.
- C. Apply limestone at a rate to adjust pH of topsoil to not less than 5.5 or more than 6.8. Distributed evenly by machine and incorporate thoroughly into topsoil.
- D. Grade lawn areas to a smooth, free-draining, even surface with a loose, moderately coarse texture.
- E. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding.

3.03 INSTALLATION

A. Seeding:

1. Seed immediately after preparation of bed. All Perennial weeds must be chemically eliminated prior to seeding.
2. Seed only indicated areas within contract limits. Areas outside contract limits disturbed as a result of construction shall be the responsibility of the Contractor. Any and all repairs and/or corrections to the adjacent sites shall be at the expense of the Contractor. Payment may be withheld until disturbed areas outside the demolition area are repaired to the satisfaction of the owner.
3. Apply seed with a rotary or drop type distributor. Install seed evenly by sowing equal quantities in two (2) directions, at right angles to each other.
4. Sow grass seed at a rate recommended by the manufacturer per type of seed used.
5. Incorporate seed into top ¼” of soil and roll; and not more than ½”.

B. Mulching:

1. Place straw or fiber mulch on seeded areas within 24 hours after seeding.
2. Place straw mulch uniformly in continuous blanket at the rate of 2 ½ tons per acre, or 2 bales per 1,000 sq. ft. of area. A mechanical blower may be used for straw mulch application when acceptable to the City of Dayton Nuisance Abatement Specialist.
3. A cellulose fiber or approved equal may be used in aqueous mixture at the rate of

1500 lbs/acre.

4. Secure straw to soil by approved methods.

3.04 RECONDITIONING EXISTING LAWNS

- A. The condition of existing turf areas to remain will be evaluated by the Nuisance Abatement Specialist, who will determine the extent of necessary reconditioning. Site shall be completely seeded. Obtain the City of Dayton Nuisance Abatement Specialist's approval prior to commencement of work.
- B. Recondition existing lawn areas damaged by Contractor's operations, including storage of materials or equipment and movement of construction vehicles and existing lawn areas, as required by the Nuisance Abatement Specialist.
- C. Provide topsoil as required to fill low areas and meet new finished grades.
- D. Cultivate bare and compacted areas thoroughly.
- E. Remove diseased or unsatisfactory lawn areas. Do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, stone, gravel, and other construction materials.
- F. Where substantial but thin lawn remains, rake, aerate if compacted, or cultivate soil; and seed.
- G. The Land Bank may elect to have existing vacant lawns adjacent to the contract site reconditioned utilizing the exact method identified in this document for the contract site. Additional areas such as these will be compensated at the bid or a negotiated rate.

3.05 MAINTENANCE

- A. Maintenance of installed and accepted seeded lawns will be performed by the property owner.

3.06 ACCEPTANCE

- A. Seeded areas will be inspected at completion of installation and acceptance shall be subject to not less than 2 inches of establish growth across the entire contract area.
- B. Sections of the work may be accepted when complete upon agreement of the Nuisance Abatement Specialist.

3.07 CLEANING

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.
- B. Remove all noxious and local weed, shrubs, and brush type species from the site, including root zone. Ensure that this material is exported off site and disposed of in the correct manner.

END OF SECTION

W:\Wdox\Client\012327\00616\00731036.Docx-2