



INVITATION FOR PROPOSALS

BUILDING DEMOLITION AND SITE CLEARANCE AT PARKVIEW TOWER

RFP No. 2026-01

SEPTEMBER 29, 2025

**PROPOSAL DEADLINE:
4:00 p.m. (EST), Wednesday, October 29, 2025**

**HOUSING AUTHORITY OF THE CITY OF NEW ALBANY
POST OFFICE BOX 11
NEW ALBANY, INDIANA 47150
www.newalbanyhousingauthority.org**

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**NEW ALBANY HOUSING AUTHORITY
REQUEST FOR PROPOSALS
Demolition Services**

**PROPOSAL DEADLINE:
4:00 p.m. (EST), on Wednesday, October 29, 2025**

THE HOUSING AUTHORITY OF THE CITY OF NEW ALBANY, Indiana, will receive sealed Competitive proposals for furnishing all labor, equipment, and materials and for performing all work necessary and incidental for ***Building Demolition and Site Clearance at Parkview Tower until 4:00 PM (EST)(Local) on Wednesday, October 29, 2025***, at PO Box 11, 300 Erni Avenue, New Albany, Indiana 47150.

Copies of the Bid documents may be obtained beginning on Monday, September 29, 2025, at www.newalbanyhousingauthority.org.

A non-mandatory pre-bid conference is scheduled for Wednesday, October 8, 2025. We will meet promptly at 1:00 PM at the Parkview Tower apartment building at 125 Fischer Drive, New Albany, Indiana 47150.

IN ORDER TO BE CONSIDERED AN OFFICIAL PLAN HOLDER AND ELIGIBLE BIDDER FOR THE PROJECT, RESPONDENTS MUST DO ONE OF THE FOLLOWING on or by October 20, 2025:

- 1) Attendee of the non-mandatory pre-bid conference; OR
- 2) Email ethie@nahain.com by indicating interest in bidding and providing company and primary contact information.

The Housing Authority of the City of New Albany (Indiana) will receive competitive bids to furnish all labor, equipment, materials, and services for completion of the following five sequential work items:

1. Demolition planning, design, and engineering.
2. Demolition of the building, foundations, footings, slabs, sidewalks, parking areas, lights, dumpster pads, site walls, asphalt paved areas, closing and capping underground utilities, erosion control, grading, and site stabilization.
3. Removal of underground utilities and capping of utilities at mains.
4. Removal and disposal in an appropriate landfill of all demolished material and related debris.
5. Grading, seeding, erosion control, and site stabilization upon completion of all demolition and removal work.

Technical and administrative questions regarding submissions, plans, specifications, and scope of work may be directed to Evan Thie of the New Albany Housing Authority at ethie@nahain.com. Interested parties who download the bid documents from the "Procurement" page of the Website may also register as a plan holder. The Parkview Tower project will be listed under the "Partner With Us" category.

Addenda or Addendum – Any changes, revisions, additions, or clarifications to the RFP or contractor documents will be issued prior to the date of submission, anticipated award date, and execution of the contract. Addenda will be published on the webpage and will be emailed to those registered to bid.

Submission Requirements - The entire Proposal may be submitted in person or by overnight mail.

Submissions by mail must be overnighted via FedEx or UPS to NAHA Central Office located at 300 Erni Avenue, New Albany, 47150. The outside of the envelope must be marked as follows:

**RESPONSE TO RFP FOR PARKVIEW TOWER DEMOLITION
Attention: DAVID C. DUGGINS, JR., EXECUTIVE DIRECTOR**

**THE HOUSING AUTHORITY OF THE CITY OF NEW ALBANY
P.O. BOX 11
NEW ALBANY, INDIANA 47150**

Note – Any proposal submitted or received after 4:00 PM EST (Local) on the due date will be viewed as late and discarded.

Additional Bid Information

Bidder’s attention is called to the fact that contractors and subcontractors are required to pay not less than prevailing wage rates established by the U.S. Department of Labor.

Bidder’s attention is also called to the requirement to provide a Payment and Performance Bond to cover 100% of the total contract cost.

The New Albany Housing Authority reserves the right to reject any bid or to waive any informalities or minor defects in the bidding.

PART 1 – INTRODUCTION

1.1 GENERAL

The **Housing Authority of the City of New Albany, Indiana** (NAHA) is seeking proposals from qualified Contractors for the Demolition of the Parkview Tower Public Housing Development. Upon completion of the work, the Contractor must provide a stabilized and clean site.

NAHA intends to enter into a fixed-price contract with a qualified demolition contractor (Contractor) to provide demolition design, salvage removal, demolition and disposal services, and site stabilization services in accordance with all federal, state, and local requirements.

Work under this solicitation includes the demolition of the building, foundations, footings, slabs, sidewalks, parking areas, lights, dumpster pads, site walls, asphalt paved areas, closing and capping underground utilities, erosion control, grading, and site stabilization upon completion of all demolition and removal work.

The Contractor will be required to provide all necessary design and engineering plans. The Contractor will be responsible for consulting with any subcontractors on all necessary design and engineering planning. Design and engineering coordination will be done in complete consultation with NAHA.

The Contractor will be responsible for all documents needed to secure permits under the project, including local and state permits as required by the City of New Albany and the State of Indiana.

The Contractor shall provide all necessary supplies and services to complete all required tasks under this solicitation, including labor, materials, equipment, transportation, subcontractors, and project administration.

NAHA invites experienced Contractors to respond to this solicitation. It encourages firms to actively seek Minority, Women, and Disadvantaged Business Enterprise (M/W/DBE) firms to actively participate in the work under this solicitation.

1.2 BACKGROUND

NAHA is a municipal organization, organized under the laws of the State of Indiana, a “public housing agency” as defined in the U. S. Housing Act of 1937 and was formed in 1938 with the mission of providing safe, quality, affordable housing to low and moderate-income families in the greater New Albany community; and to promote responsibility and self-sufficiency of residents while maintaining the fiscal integrity of the agency. NAHA currently consists of 476 low-income public housing units, 125 RAD Project-Based Voucher units, and several hundred housing choice vouchers. NAHA’s non-profit affiliate is a developer and owner of 302 LIHTC units.

NAHA and its affiliates own and manage a variety of affordable housing units and administer Housing Choice Vouchers along with a myriad of supportive service programs for its residents.

A seven-person Board of Commissioners, authorized by the laws of Indiana and appointed by the Mayor of New Albany, is responsible for the development of housing policy and the authorization of expenditures.

As with many urban Public Housing Authorities, NAHA has encountered difficulties managing an aging housing stock with diminishing federal funding. To change the face and character of traditional public

housing in the City of New Albany, NAHA has embarked on an aggressive plan for the revitalization of its public housing portfolio.

Parkview Tower is a public housing development constructed in 1964 and comprises an eight-story concrete and brick residential tower containing 70 apartments. The single building contains 24 studio units averaging 374 sq. ft, 42 one-bedroom units averaging 480 sq. ft, 4 three-bedroom units averaging 731 sq. ft for a total of 32,060 residential square feet. The gross square footage for the building is estimated to be 67,128 square feet. The site consists of approximately 1.25 acres located in downtown New Albany. The site address is 125 Fischer Drive.

PART II – PROJECT SCOPE

2.1 GENERAL REQUIREMENTS

This solicitation includes, but is not limited to, the following tasks. The selected Contractor must complete all work necessary to provide NAHA with a stabilized and clean site.

- Demolition planning, design, and engineering.
- Demolition of the building, foundations, footings, slabs, sidewalks, parking areas, lights, dumpster pads, site walls, asphalt paved areas, closing and capping underground utilities, erosion control, grading, and site stabilization.
- Removal of underground utilities and capping of utilities at mains.
- Removal, characterization, containerization, temporary storage, permitted transport, and disposal/management of all demolition and related debris generated as a result of the work in compliance with all applicable federal, state, and local regulatory requirements.
- Grading, seeding, erosion control, and site stabilization upon completion of all demolition and removal work.

Site Plan – The Contractor will be required to produce a site plan for site work activity in coordination with NAHA.

Survey – A survey is included as Attachment 2 attached hereto.

As-Built Drawings – A Limited set of floor plans for Parkview Tower is attached as Attachment 3 hereto. Note that these are the only plans that NAHA has available.

Physical Needs Assessment – Attachment 4 is the most recent Physical Needs Assessment.

Existing Conditions – The residential tower building suffered a catastrophic fire in March of 2025 and is permanently out of service and is boarded up to staff and the general public. No residents are authorized to be on the site prior to or during demolition. Suppose an individual is found in a unit or on-site. In that case, the Contractor shall request individuals to vacate immediately and shall coordinate with local law enforcement if such action is necessary. After the project has begun, the Contractor is responsible for the condition of structures to be demolished. NAHA does not warrant that the condition of

structures to be demolished will not have changed since the time of inspection for proposal purposes.

Permitting - The Contractor shall prepare all documentation required for permitting of the project and is responsible for securing all necessary permits from the City of New Albany and the State of Indiana as needed to perform the work in accordance with the specification set forth herein and industry standards for the type of work.

Security - The Contractor shall provide safe and secure storage of equipment and supplies while on-site and ensure that all work meets the federal OSHA standards. The Contractor is responsible for securing the site throughout the project. The site includes all structures and the surrounding ground. The Contractor must provide a safety and security plan to NAHA before the commencement of work, outlining the details of how the site will be secured.

Signage - The Contractor is responsible for posting all appropriate signage regarding labor laws. "No dumping" and "no trespassing" signs must be installed and maintained along the perimeter of the fence and at each gate entrance throughout the project.

Grounds - The Contractor shall maintain the curb appearance throughout the project duration, assuring that grounds are maintained in current conditions. This applies to within the construction zone and the exterior perimeter construction fence. Roads must be kept clean and free of dirt and debris when possible.

Resident Peaceful Enjoyment – Parkview Tower is surrounded by residential housing that will be occupied during demolition activities. The contractor shall take appropriate measures to keep noise and dust to a minimum and prevent inconvenience and hardship to local businesses and neighborhood residents. And shall take extra precautions in transportation of materials, debris, and equipment within the site, which sits within an active residential neighborhood with children playing. NAHA will collaborate with the Contractor to communicate safety and traffic disruptions with neighborhood residents.

Utilities - The Contractor will be responsible for the provision and cost of water, electricity, or any other needed utilities during the project. If hydrants are required, the Contractor must meter the connection and pay for all usage.

Debris - The Contractor shall properly dispose of all debris in accordance with specified requirements. The Contractor shall keep the site free of debris throughout environmental remediation and demolition activities.

Weather Delays - The contract completion date may be adjusted for weather delays as determined by NAHA. Weather delays are defined as days where the Contractor cannot perform work due to the severity of the weather. The Contractor shall maintain a log of days not worked due to weather and provide NAHA with a written explanation on why work cannot be performed. NAHA, at its discretion, will determine if the delay is warranted due to weather and will notify the Contractor of its decision.

Warranty - The Contractor will be responsible for providing NAHA with a general one (1) year warranty for work performed as part of the project. The warranty will include all measures to ensure site stabilization and compliance with applicable erosion control requirements.

Inquiries - The Contractor, all subcontractors, all representatives, and all employees will be expected to communicate solely with the assigned representative(s) from NAHA and refer all inquiries to NAHA's

Executive Director.

Other - The Contractor shall comply with all terms outlined in the attached documents, HUD 5369 Instructions to Bidders, and HUD 5370 General Conditions attached to this document.

2.2 DESIGN AND ENGINEERING

The Contractor will be responsible for leading the demolition design and engineering throughout the entirety of the project. All subcontractors proposed for this contract shall be listed in the submittals. NAHA reserves the right to reject any subcontractor barred by the U.S. Department of Housing and Urban Development. The Contractor shall complete the following tasks associated with the design and engineering of the proposed demolition work.

NAHA Approval - All design, plans, technical specifications, and drawings shall be submitted to NAHA for review and approval prior to commencement of any work on the site.

Site Analysis – The Contractor shall determine the most secure and appropriate method for demolition and provide NAHA with plans confirming that the selected methodology is the most feasible and secure and will protect the integrity of the structures in the surrounding area.

Erosion Control and Site – The Contractor shall detail all requirements to return the land to a clean and buildable site in the plans and specifications, including density testing, grading requirements, compaction, and backfilling details. Erosion control requirements must comply with all provisions set forth by the State of Indiana and New Albany.

Utilities – The Contractor coordinates with all utility providers and details in the plans and specifications the requirements to disconnect and cap all utility services to the site.

Where utilities are found crossing the demolition site and serve adjacent properties not being demolished or deconstructed, such utilities shall be tagged or otherwise marked as necessary to remain and shall be protected from damage throughout the demolition process, including final grading and seeding. Any damage to existing utilities that are necessary to remain in place for the service of other sites shall be repaired or replaced and paid for by the awarded Demolition Contractor. All work in the public right-of-way shall be done in accordance with the applicable City of New Albany Code of Ordinances.

Tree Protection – The Contractor shall work with NAHA to identify trees that shall remain on the site and must be protected following the City of New Albany Tree Protection Standards. The Contractor shall provide a detailed tree protection plan before site work commences. The Contractor shall be required to replace any damaged trees during the construction period.

Soil Materials – The Contractor shall detail the soil material and compaction standards for backfill. All soil material must be pre-approved by NAHA prior to use. Materials shall be free of rock or gravel larger than 2” in any dimension, debris, waste, vegetable, or other deleterious matter. Topsoil shall be a minimum of 6 inches throughout the site and comply with all soil erosion requirements of the City of New Albany and the State of Indiana. Uncontaminated excavated material approved by NAHA as satisfactory for use as fill prior to completion of the project may be temporarily stockpiled and stored onsite in approved location(s).

Final Grade – The Contractor shall complete final grading in such a way as to ensure that the site has proper drainage, there is no ponding of water, and that runoff does not cause damage to adjacent properties.

2.3 EXISTING ENVIRONMENTAL CONDITIONS

Parkview Tower suffered a catastrophic fire on March 22, 2025, that caused significant fire, water, and electrical damage throughout the building. In the aftermath, some residential belongings were removed while some were left considering the present conditions, including inoperable elevators. The City of New Albany condemned the building and installed a perimeter fence to keep people out. NAHA intends to bring the building down “as-is.”

NAHA has contracted with EnviroForensics, LLC, which has conducted a pre-demolition asbestos survey (Attachment 6) and lead-based paint survey (Attachment 7) comprising an evaluation and inventory of potential environmental hazard-containing materials that might necessitate special management and disposal requirements in preparation for or during demolition.

Given the presence of asbestos and LBP-containing materials, respondents are to account for the cost and measures taken to safely bring down the building and dispose of the material to an appropriate landfill in compliance with all applicable federal, state, and local regulations. Note that although asbestos and LBP-containing materials have been identified in the structure to be demolished, no further surveys have been conducted to identify other potential hazardous building materials, e.g., mercury-containing devices, PCB-containing devices, and coatings, etc. The bidder is cautioned to consider measures for identifying all hazardous building materials that may be encountered during preparations and implementation of demolition operations, and to incorporate procedures to ensure protection of public health, worker health and safety, and compliant management of any hazardous building materials resulting from the project.

NAHA will require that the Contractor perform daily air quality monitoring and sampling during demolition and disposition activities. If at any time test levels are above IDEM or EPA standards, work is to cease, and the Contractor is to notify NAHA to discuss next steps. NAHA expects the Contractor to utilize water to spray debris during all aerial and ground demolition work to mitigate dust particle levels and travel. All workers are required to take proper safety measures and precautions during all demolition and site work to protect themselves and others.

2.4 PRE-DEMOLITION

The selected Contractor shall be responsible for coordinating all activities related to this project with NAHA, the City of New Albany, and neighbors within a two-block vicinity of the site.

Project Plan and Timeline – Within 10 business days of selection, the Contractor shall provide NAHA with a detailed project timeline identifying all project tasks with start dates and completion dates.

Public Notice and Communication – NAHA will work with the Contractor to identify critical points in the timeline when public communication will be required and the manner in which such communication will occur. The Contractor may be required to participate in public meetings or presentations to provide technical information related to the demolition work.

Neighborhood Conditions – The Contractor shall inspect to the extent possible all residential and commercial buildings in the immediate vicinity and document current conditions with photos and written inspection reports. The purpose of these inspections is to determine existing conditions to minimize post-claims of damage related to the demolition activity.

Easements and Street Closures – The Contractor shall determine the need for temporary easements on adjacent properties and temporary closure of adjacent streets and identify the dates and times of such closures in the Master Project Timeline. The Contractor shall be responsible for securing access for temporary easements and coordinating street closures with the NAHA and the City of New Albany.

Miscellaneous Appurtenances - NAHA has removed all residential belongings, equipment, materials, and supplies desired from the building. Any remaining equipment, materials, supplies, or debris shall be removed and disposed of by the Contractor before the commencement of demolition.

Utilities – The Contractor shall be responsible for coordinating utility disconnections and capping utility lines before the commencement of demolition. All precautions must be taken to ensure no interruptions to utility services for neighboring houses or businesses during the demolition process.

2.5 DEMOLITION

The selected Contractor shall be responsible for demolition and removal of all identified structures from the site; removal and capping of all overhead and underground utility lines to the main supply and service; removal of all concrete walks and blacktop from parking areas; and grading, fill and seeding of all land to provide a clean and buildable site for future development.

Deconstruction and Removal – The Contractor may choose to deconstruct and recycle any building components in the structures to be demolished. All such decisions shall be the sole responsibility and liability of the Contractor. If material is salvaged and sold, 50% of sales proceeds will be provided to NAHA in the form of a credit to the total contract costs.

Demolition - The Contractor shall demolish all structures in accordance with the agreed-upon and approved plans and specifications prepared in the design and engineering phase of the project. All demolition activity shall be completed in accordance with all provisions set forth in the permitting applications to the State of Indiana and the City of New Albany and industry standards for demolition activity.

Slabs and Foundations – The Contractor shall remove all concrete slabs, basements, foundations, footings, and piles located on the site.

2.6 SITE WORK

Site Restoration – The Contractor shall remove all impermeable surface material, including concrete walkways, blacktop, parking areas, and any other pavement on the site. The Contractor shall remove the perimeter retaining wall and attached fence.

Site Utilities – The contractor is to cut, remove, and cap all existing utilities related to the building and building site. This includes existing water, sewer, and storm drain lines. Catch basins are to be removed and capped at the primary or branch line.=

Site Grading and Finishing – The site shall be restored to the grade as specified in consultation with NAHA. Fill provided to grade the site must be free from hazardous conditions, and soil shall be properly compacted. Fill and grading work must be completed under the direction of a geotechnical engineer, and NAHA has the right to inspect and approve all fill material prior to installation on site.

At the time of this RFP, the Contractor is to import fill to the site and install a slope where the existing retaining wall is closest to the surrounding single-story residential buildings. The Contractor will also be responsible for backfilling the existing building location, which includes basements and foundation

locations.

Closeout – Upon completion of site work, NAHA will inspect the site with the Contractor to ensure completion and that all requirements were satisfied. This may include consulting with civil engineers and geotechnical consultants, which could delay the contract closeout.

PART III - SUBMISSION REQUIREMENTS

3.1 METHOD OF SOLICITATION

NAHA is asking qualified and experienced Contractors to submit a proposal for the work described in this solicitation. The selected Respondent shall be responsible for safety planning and all environmental compliance requirements related to the demolition of the buildings. Completed work shall provide the Housing Authority with a “clean and buildable” site for redevelopment.

NAHA intends to select a single Contractor based on qualifications and price. The following schedule has been developed for the processing of this RFP.

It should be noted that the dates listed are estimated and may be changed based on the needs of NAHA. Changes in dates will be issued via an addendum to this solicitation.

CONTRACTOR SELECTION SCHEDULE	ESTIMATED DATE
Availability of RFP Package	Monday September 29, 2025
Pre-Bid Conference (Optional)	Wednesday October 8, 2025 1:00 PM EST
Deadline for Submission of Questions	Tuesday October 21, 2025 5:00 PM EST
Proposal Due Date and Time	Wednesday October 29, 2025 4:00 PM EST (Local)
Contract Award	(Anticipated) November 12, 2025
Contract Start Date	December 1, 2025
Pre-Construction Conference	December 1, 2025

**Depending on number of questions, multiple versions of a question and answers addendum may be released during the RFP period.

3.2 CONTENT OF SUBMISSION

Respondents shall submit the following documentation in the order listed, which will serve as the **Proposal**.

1. **Experience** - Provide a brief description of previous demolition experience. Provide a listing of all demolition projects in progress or completed over the past five years with the following information: name and location of the project; short description and size of buildings demolished; method of demolition (deconstruction, demolition, or implosion); total project

demolition costs; start and end dates for the project; and name, address, email and telephone number of client/owner for each demolition project listed. Provide past project photos of before, during, and after.

2. **Demolition Team** – Complete the required Subcontractor Utilization Form. In addition to the form, list the names and a brief bio/background of key personnel who will constitute the Demolition Team under this request, including all subcontractors. Provide the address of the principal office of each entity listed. Identify the Project Manager assigned to this contract. Identify if any firm listed is a Minority/Woman/Disadvantaged Business Enterprise.

Respondents submitting proposals for multiple demolition methods shall complete a separate Subcontractor Utilization Form for each method.

3. **References** – Complete the required Bidder References Form by providing three (3) current or recent references for demolition projects similar in size and scope to those the Respondent has completed within the past five years
4. **Scope of Work** – For this RFP and project purposes, NAHA requires respondents to provide a proposal for mechanical demolition. Each proposal must include a complete scope of work, a projected timeline for all required activities, and a detailed cost estimate for various activities required to successfully satisfy the project's scope and general requirements outlined in this RFP.
5. **Proposed Project Schedule** – Provide a complete tentative schedule of the entire construction process based on a Notice to Proceed date of January 1, 2026.

The project schedule must cover each phase and include the following deliverables: Pre-demolition activities such as utility consultation, demolition design planning, and engineering, securing applicable permits and approvals. And the full schedule for demolition, site cleanup, utilities work, and site grading.

6. **Fee Proposal and Insurance** – Complete the required Price Proposal Form and provide a certificate of insurance identifying all insurance coverage and amounts of each type of coverage. Provide a letter from a bonding company indicating the Respondent's ability to secure a 100% payment and performance bond.
7. **Forms** – Review and complete all forms, sign, date, and notarize as applicable, all forms found in Attachment 9.

3.3 DIRECTIONS FOR SUBMISSION

Optional Pre-Bid Conference - A pre-bid conference will be held on **Wednesday, October 8, 2025, at 1:00 PM Eastern Standard Time at 125 Fischer Drive, New Albany, Indiana 47150**. The pre-bid conference is **not mandatory** and will be hosted at the project site.

Site Visits – NAHA will not allow for any additional or alternative site visits outside of the optional pre-bid conference.

Submission Requirements - The entire Proposal may be submitted in-person or by overnight mail. Submissions by mail must be overnighted via FedEx or UPS to the NAHA Central Office located at 300 Erni Avenue, New Albany, 47150. The outside of the envelope must be marked as follows:

RESPONSE TO RFP FOR PARKVIEW TOWER DEMOLITION
Attention: David C. Duggins, Jr., Executive Director

The paper file shall include a divider page inserted at the beginning of each section that clearly labels and identifies the corresponding section of the submission (Sections 1 through 5 as specified above). Once submitted, respondents will not have the ability to modify an existing proposal or submit any additional material.

Formal communication, such as requests for clarification and information concerning this solicitation, shall be submitted via e-mail to Evan Thie at ethie@nahain.com by the date stated above. Responses to inquiries will only be provided in writing via issuance of an addendum to this RFP. All addenda will be emailed to those registered to bid and will be posted on the newalbanyhousingauthority.com

Note – Any proposal submitted after 4:00 PM EST (Local) on the due date will be viewed as late and discarded.

Note – There will be no public bid opening on October 29, 2025.

PART IV – SELECTION PROCESS

4.1 DETERMINATION OF RESPONSIVENESS

NAHA staff will conduct an initial review process to establish responsiveness. Responsiveness will be confirmed by determining if the Respondent(s) have met all mandatory requirements outlined in this Request. Any submission not in compliance with the mandatory requirements will be deemed “non-responsive.”

4.2 EVALUATION CRITERIA

The Proposals will be evaluated through consideration of several factors. The Evaluation Committee will

CRITERIA	POINTS
General Demolition Experience – Contractor has successfully completed a minimum of 5 projects similar in size and scope and has over ten years of experience in designing, engineering, and completing large demolition projects based on project listings and references.	30
Experience of Individual Team Members – Individuals of the proposed team have a minimum of five years of experience in designing, coordinating, managing, and completing similar demolition projects, including subcontractors proposed for the project, as reflected in individual bios and resumes.	25
Section 3/MBE Requirements – The Contractor presents an SWMBE Plan which reflects that a minimum of 30% of the contract price is awarded to a qualified SWMBE firm, and a minimum of three positions are provided to Section 3 residents.	10
Fee Proposal – The costs for the proposed work are reasonable in relation to the scope of the project. Respondent provided a letter confirming their ability to secure a 100% payment and performance bond. (Respondents proposing more than one demolition method will have both proposals evaluated and scored individually)	25

TOTAL POINTS	90
Optional Interview Points	10
TOTAL POSSIBLE POINTS	100

review all documents in the submissions and award points in accordance with the following criteria:

4.3 SELECTION

An evaluation committee appointed by the NAHA’s Executive Director will score each proposal in accordance with the stated criteria listed above. The evaluation committee members will complete the scoring in accordance with the criteria set forth above for each Respondent, based on the information provided in the proposal.

If necessary, the two firms with the highest combined score may be required to attend a virtual interview. If interviews are conducted, evaluation committee members will add scoring based on the interview as noted above.

The recommended Contractor will be selected based on the highest total combined final score from all evaluation committee members. Staff will provide the final recommendations and scores to the Board of Commissioners, who will be responsible for the final selection of the Demolition Contractor.

PART V - GENERAL CONDITIONS & REQUIREMENTS OF AWARD & CONTRACT

5.1 CONFLICT OF INTEREST

- a. The respondents warrant that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm’s organizational, financial, contractual or other interests are such that:
 1. Respondents may have an unfair competitive advantage; or
 2. The Respondent’s objectivity in performing the work solicited may be impaired. In the event the Respondent has an organizational conflict of interest as defined herein, the respondents shall disclose such conflict of interest fully in the proposal submission.

- b. The respondents agree that if, after award, he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to NAHA that shall include a description of the action, which the Respondent has taken or intends to take to eliminate or neutralize the conflict. NAHA may, however, disqualify the respondents or, if a contract has been entered into with the respondents, terminate said contract at its sole discretion.

- c. In the event the respondents were aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to NAHA, NAHA may

disqualify the respondents.

- d. The provisions of Section 5.1 shall be included in all subcontracts or other agreements wherein the work to be performed is similar to the service provided by the respondents. The respondents shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondents.
- f. No member, officer, or employee of NAHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which NAHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- g. No member, officer, or employee of the respondents selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.

5.2 BID BOND

This RFP does not require a bid bond as part of the response or award.

5.3 PAYMENT AND PERFORMANCE BOND

When required by the specification on the cover sheet and herein, the awarded vendor shall furnish a performance and payment bond equal to the amount of the contract, acceptable to NAHA, within fourteen days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid, and any bid deposit may be retained by NAHA as liquidated damages and not as a penalty.

These bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the State where the work is performed. Individual sureties shall not be considered. U.S. Treasury Circular Number 570 lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies on this circular is mandatory.

5.4 DAVIS-BACON AND RELATED ACTS

When indicated on the cover page of the invitation to bid, Contractor and all subcontractors must comply with all requirements of the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5), including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements.

Contractors are required to participate and comply with NAHA on payroll reporting of prevailing wages and benefits. NAHA reserves the right to conduct periodic onsite inspections and interviews with

Contractor and subcontractor employees to ensure payroll accuracy and compliance. Suppose at any time it is determined that the Contractor or subcontractor is in non-compliance. In that case, NAHA will alert the appropriate party, who must remedy the situation immediately to bring themselves back into compliance. Inability or inaction to do so shall result in legal action taken by NAHA.

5.5 COST OF PROPOSAL

All costs incurred, directly or indirectly, in response to this proposal shall be the soleresponsibility of and shall be borne by the respondents. NAHA does not provide warranties or refunds for successful or unsuccessful proposals.

5.6 AWARD

A contract shall be awarded in accordance with the terms and conditions of this RFP. NAHA reserves the right to negotiate and award any element of this RFP, to reject any or all proposals, or to waive any minor irregularities or technicalities in proposals received. NAHA reserves the right to deny specific subcontractors and vendors on the project prior to an award or after contract execution if deemed necessary.

5.7 PROPOSAL TABULATIONS/NOTIFICATION

After the award is made, a list of firms submitting proposals will be furnished upon written request only and will not be provided by telephone. Each unsuccessful vendor will be notified in writing promptly upon award. The notice shall identify the successful firm. *Note – there will be no public bid opening.*

5.8 FORM OF PURCHASE

The acceptance of the proposed firm's offer for the services specified herein shall be made through execution of a duly authorized contract prepared by NAHA. Vendors are cautioned to make no assumptions or accept any representations by any employee, member, officer or representative of NAHA concerning the award until a contract agreement is executed.

5.9 GOVERNMENT RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify NAHA in writing specifying the regulation which requires alteration. NAHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to NAHA.

5.10 NONCONFORMANCE TO CONDITIONS/SPECIFICATIONS/SCOPE OF SERVICES

Services will be inspected for compliance with specifications. Services not conforming to specifications will not be accepted. Services not provided in accordance with the Scope of Services may result in the firm being found in default. In the event of default all procurement costs may be charged against the firm.

Should the Contractor fail to complete the work under this Contract on or before the date stipulated for Final Completion (or such later date as may result from extensions in the Contract Time granted by NAHA), he agrees that the NAHA is entitled to, and shall pay the NAHA as liquidated damages, the sum of Five-Hundred Dollars (\$500.00) for each consecutive calendar day until final completion is reached as described herein, which sum is agreed upon as reasonable and proper measure of damages which the NAHA will sustain per diem by failure of Contractor to complete work within time as stipulated; it being

recognized by NAHA and Contractor, that the loss of the NAHA which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no such way shall costs of liquidated damages be construed as a penalty on the Contractor. It shall be construed by any subcontractor procured directly by the Contractor that the foregoing condition lessens Contractor's legal right of affixing and/or pro-rating such liquidated costs where legally applicable.

5.11 ASSIGNMENT OR TRANSFER

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of NAHA. Claims for sums of money due, or to become due from NAHA pursuant to the contract may be assigned to a bank, trust company or other financial institution. NAHA is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm obtaining NAHA's prior written consent.

5.12 AVAILABILITY OF RECORDS

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), NAHA and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

5.13 PATENTS – LICENSES AND ROYALTIES

The successful firm shall indemnify and save harmless NAHA, their employees and consultants from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or not patented invention, process or article manufactured or used in the performance of the contract, including its use by NAHA. If the vendor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials involved in the work. Further all residual right to Patents, Licenses and Royalties (e.g. software and license to sue same purchased) shall revert to NAHA at the end of the Agreement.

5.14 PERMITS AND LICENSES

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold NAHA harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

5.15 TAXES

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold NAHA harmless in every respect against tax liability.

5.16 ADVERTISING

In submitting a proposal, the firm and its consultants agree not to use the results as a part of any

commercial advertising without first seeking approval from NAHA.

5.17 INSURANCE

- a. **Insurance.** The selected firm shall maintain at its expense during the term of the Contract the following insurance.
- (1) Worker's Compensation Employer's Liability in the amount of \$500,000 each accident; \$500,000 each disease; and \$500,000 for each disease/each employee.
 - (2) Automobile Liability Insurance covering all owned, hired and non-owned vehicles with personal and property protection insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
 - (3) Errors and Omissions Insurance in the amount of \$1 million.
 - (4) Professional Liability Insurance in the amount of \$1 million.
 - (5) General Liability Insurance in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

NAHA shall be named as an additional insured on all policies. And all subcontractors are required to carry the same limits as specified for the primary Contractor.

- b. **Waiver.** The selected firm shall not hold NAHA liable for any personal injury incurred by their respective employees, agents or consultants, contractors or subcontractors while working on these projects. The firm agrees to hold NAHA harmless from any such claim by its employees, agents, consultants, contractors or subcontractors, unless a Court having jurisdiction finds there is gross negligence of an employee of NAHA while acting within the scope of their employment.
- c. **Qualification.** The insurance company covering the firm must be licensed to do business in the State of Indiana and have a Best's Guide rating of "A+" or higher.

5.18 PROOF OF LIABILITY INSURANCE

The successful firm shall furnish to NAHA a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force with NAHA for the duration of the contract and no less than one year thereafter.

5.19 STANDARDS OF CONDUCT

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. All employees shall wear a photo identification card while working on site at NAHA property. The same above applies to all subcontractors, consultants, and vendors of the Contractor.

5.20 REMOVAL OF EMPLOYEES

NAHA may request the successful firm to immediately remove from assignment to NAHA and/or

dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- (1) Neglect of Duty.
- (2) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- (3) Theft, vandalism, immoral conduct or any other criminal action.
- (4) Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances while on assignment at NAHA.

5.21 SUPERVISION

The successful firm shall provide adequate competent supervision at all times during the performance of the contract. To that effect, a qualified supervisor and one or more alternates shall be designated in writing to NAHA prior to contract start. The firm or its designated representative shall be readily available to meet with NAHA personnel. The successful firm shall provide the telephone numbers and email addresses where its representative(s) can be reached.

5.22 PERFORMANCE EVALUATION MEETING

The selected firm shall be readily available to meet with representatives of NAHA weekly during the first month of the contract and as often as necessary thereafter. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

5.23 DISPUTES

- a. **Issues Causing Protest.** Any respondents which dispute the reasonableness, necessity, or competitiveness, of the terms and conditions of this solicitation or who has been adversely affected by a decision concerning a notice of intended or actual award, may file a written notice of protest with the NAHA Executive Director.
- b. **Filing the Protest.** The respondents must first advise NAHA's Executive Director in writing within 10 days after receipt of the bid solicitation or intended or actual notice of award of his intent to file a formal written notice with the contact person listed in the solicitation.
- c. **Content of Formal Written Notice.** The formal written notice should be printed, typewritten, or otherwise duplicated in legible form. The formal written notice of protest should contain the information that follows:
 - (1) The name and address of the Respondent filing the protest and an explanation of how his substantial interests have been affected by the bid solicitation or by NAHA's notice of intended or actual award.
 - (2) A statement of how and when the respondents filing the protest received notice of the bid solicitation or notice of intended or actual award.
 - (3) A statement of all issues of disputed material fact. If there are none, the protest must so indicate.
 - (4) A concise statement of the ultimate facts alleged, as well as NAHA's policies, which entitle the Respondents filing the protest to relief.
 - (5) A demand for relief the Respondents deem they are entitled.

(6) Any other information, which the Respondents contends, is material.

- d. **Response to Protest.** Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the solicitation process, or award process will be stopped until the protest is resolved. The NAHA Executive Director may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency without the above mentioned delay in order to avoid material increased costs or immediate or serious danger to health, safety or welfare. This written documentation will specifically detail the facts underlying the Executive Director's decision and will constitute final agency action.
- e. **Informal Resolution.** Upon receipt of the formal written notice of protest or intent to protest, the Executive Director will attempt to resolve the protest on an informal basis. The Executive Director will have ten days after receipt of the formal written protest to resolve it through mutual agreement. If the protest is not resolved by mutual agreement within the required time, the formal written protest will be referred to the Executive Director.
- f. **Resolution.** The Executive Director may request such information pertaining to the matter, as he/she deems appropriate. Within thirty days of the date that the formal written protest is referred to him/her, the Executive Director will notify the Respondents making the protest of his/her decision.

5.24 FEDERAL, STATE AND LOCAL REPORTING COMPLIANCE

The firm shall provide such financial and programmatic information as required by NAHA to comply with all Federal, State and local law reporting requirements.

5.25 NONDISCRIMINATION

The firm agrees that it will abide by Federal, State and Local Laws, and City ordinances incorporated by reference herein.

5.26 SECTION 3 CLAUSE

Every applicant, recipient, contracting party, Contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. All proposals must also include a Compliance Plan to include submittal of reports applicable to Section 3 requirements.

5.27 PROJECT PERSONNEL

Except as formally approved by NAHA, the key personnel identified in the accepted proposal shall be the individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to NAHA and approved.

5.28 CHANGE ORDERS

A unilateral modification made to the contract by the Contracting Officer under the authority of the contract's Changes clause. Only the specific changes permitted by the particular Changes clause may be made under a change order (e.g., modify the drawings, design, specifications, method of shipping or packaging, place of inspection, delivery, acceptance, or other such contractual requirement; see form HUD-5370). All change orders must be within the scope of the contract.

5.29 PAYMENT

All costs of construction and the Contractor's operation are to be included in the prices of the Pay Items listed on the Price Proposal Form. Except for a change in the scope of additional work ordered after contract awards, all payments will be calculated from the schedule of Pay Item Prices (Price Proposal Form) with no provision for other payments to cover incidental, unlisted, or unforeseen classes of work, costs, or expenses.

The Contractor shall be paid for the actual quantities of the various unit price items performed according to the Contract, but no payment will be made for alleged damages or loss of profits because of a difference between the quantities for the various classes of work as estimated and as actually done. Any error, omission, or misstatement in the estimated quantities shall not be cause for change in method of comparing bids, shall not invalidate the contract or release the Contractor from the execution and completion of the whole or any part of the Work according to the Project Plans and Specifications for the prices agreed upon and fixed by terms of the Contract, or excuse him from any of the obligations or liabilities thereunder, or entitle him to any compensation other than that provided in the contract.

Contractor will be required to submit a breakdown of work completed under each Pay Item Price bid in order to receive payment. Breakdown (i.e. Application for Payment) will show components, with costs, for each Pay Item and show which components or percentages of components have been completed. Periodic payments for services shall be provided as negotiated and outlined in the contract document.

With the Application for Payment, the Contractor will also submit U.S. Department of Labor Payroll forms as required by NAHA.

5.30 NOTICES

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to NAHA shall be addressed as provided in the contract.

5.31 CANCELLATION

Irrespective of any default hereunder, NAHA may also, at any time, at its discretion, cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

5.32 COORDINATION OF PROJECT

- a. The Contractor shall coordinate the Work of all trades and subcontractors engaged on the Work, and the Contractor shall have final responsibility regarding the schedule, workmanship, and completeness of each and all parts of the Work.
- b. All trades and subcontractors shall be made to cooperate with each other and with others as they may be involved in the installation of Work which adjoins, incorporates, precedes, or follows the Work of another. It shall be the Contractor's responsibility to point out areas of cooperation prior to execution of subcontract agreements and the assignment of the parts of the Work. Each trade and subcontractor shall be made responsible to NAHA for furnishing embedded items, giving directions for doing all cutting and fitting, making all provisions for accommodating the Work, and for protecting, patching, repairing, and cleaning as required to satisfactorily perform the Work.

- c. The Contractor shall be responsible for all cutting, digging, and other actions of his subcontractors and workers. Where such action impairs the safety or function of any structure or component of the project, the Contractor shall make such repairs, alterations, and additions, in the opinion of the NAHA and/or its Representative(s), to bring said structure or component back to its original design condition at no additional cost to NAHA.
- d. Each subcontractor is expected to be familiar with the general requirements and all sections of the detailed Specifications for all other trades and to study all Drawings applicable to this Work. Each Contractor shall consult with NAHA and/or its Representative(s) if conflicts exist on the Drawings.
- e. No extra compensation will be allowed to cover the cost of removing piping, conduits, etc., or equipment found encroaching on space required by others.

5.33 PRECONSTRUCTION MEETING / CONFERENCE

The Contractor shall work with NAHA to schedule a preconstruction meeting/conference prior to on-site work commencing. The meeting shall cover the following items:

- Project summary
- Project communication, coordination, and supervision
- Construction schedule
- List of subcontractors
- Use of premises
- Safety and first aid procedures
- Protection of work and property
- Housekeeping procedures
- Measurements and Payment (wages, forms, manifests, etc.)
- Contract closeout and project documentation

5.34 SUBMITALS

Prior to submitting any items requiring approval by a public body, the Contractor shall submit them to the NAHA for review and approval. Such items might include plans, drawings, permitting applications, and so on.

Contractor responsibilities also include:

- a. Verify field measurements, field construction criteria, catalog numbers, and similar data.
- b. Coordinate each submittal with the requirements of work and of contract documents.
- c. Notify NAHA and/or its Representative(s), in writing at time of submission, of deviations in submittals from requirements of contract documents.
- d. Begin no Work, and have no material or products fabricated or shipped which require submittal review until return of submittals with NAHA and/or its Representative(s)'s stamp and initials or signature indicating review.

5.35 PROJECT RECORD DOCUMENTS

Contractor must maintain one copy of the following at the job site:

- Contract;
- Specifications;

- Addenda;
- Active Permits;
- Labor Posters;
- Change Orders; and
- Other modifications to the contract.

Documents must be maintained in a clean, dry, legible condition. And be continually made available for inspection by NAHA and/or its Representative(s).

5.36 CONTRACT CLOSEOUT

Part 1 – SUBSTANTIAL COMPLETION

1. Contractor shall submit a written notification to NAHA and/or its Representative(s) that the project is substantially complete and include a list of major items to be completed or corrected.
2. NAHA and/or its Representative(s) will inspect within fourteen (14) days after receipt of the notification, together with the NAHA representative.
3. Should NAHA and/or its Representative(s) consider that work is complete:
 - a. NAHA and/or its Representative(s) will prepare and issue a certificate of substantial completion, containing:
 - i. Date of substantial completion.
 - ii. Contractor's list of items to be completed or corrected, verified, and amended by NAHA and/or its Representative(s).
 - iii. The time within which Contractor shall complete or correct work of the listed items.
 - b. Contractor shall complete work listed for completion or correction, within the designated time.
4. Should NAHA and/or its Representative(s) consider that work is not complete:
 - a. He shall immediately notify Contractor, in writing, stating reasons.
 - b. Contractor shall complete work and send a second written notice to NAHA and/or its Representative(s), certifying that the project, or designated portion of the project, is substantially complete.
 - c. NAHA and/or its Representative(s) will re-review work.

Part 2 – FINAL INSPECTION

1. Contractor shall submit a written certification that:
 - a. Contract Documents have been reviewed.
 - b. Project has been inspected for compliance with Contract Documents.
 - c. Work has been completed in accordance with Contract Documents.
 - d. Equipment and systems have been tested in the presence of NAHA's representative and are operational.
 - e. Project is completed and ready for final inspection.
2. NAHA and/or its Representative(s) will make the final on-site observation/review within fourteen (14) days after receipt of certification.
3. Should NAHA and/or its Representative(s) consider that work is finally complete in accordance with the requirements of the Contract Documents, he shall request Contractor to make the Contract closeout submittals.

4. Should NAHA and/or its Representative(s) consider that work is not finally complete:
 - a. He shall notify Contractor, in writing, stating reasons.
 - b. Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to NAHA and/or its Representative(s) certifying that work is complete.
 - c. NAHA and/or its Representative(s) will re-review the work.

Part 3 – FINAL CLEANING UP

The work will not be considered as completed and final payment made until all final cleaning up has been done by the Contractor in a manner satisfactory to the NAHA and/or its Representative(s).

Part 4 – CLOSEOUT SUBMITTALS

Contractor shall submit final applications for payment in accordance with the requirements of the general conditions.

5.37 LAWS

The laws of the State of Indiana and applicable federal law shall govern the contract.

PART VI – GENERAL PROJECT REQUIREMENTS

6.1 HEALTHY & SAFETY REQUIREMENTS

This Section outlines the health and safety requirements for the construction activities related to the specified corrective measure. These health and safety requirements shall be followed by the Contractor during the entire performance of the Work specified in the Contract Documents. These requirements do not supersede, but are in addition to any federal, OSHA, state, or local requirements. If a conflict occurs between these requirements and current regulations, the more stringent shall apply. These requirements are in accordance with and incorporate the current health and safety guidelines established in the Standard Operating Safety Guides, prepared by the EPA Office of Emergency and Remedial Response, Hazardous Response Support Division, and the “Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities.”

Prior to work commencing, the Contractor shall provide the NAHA with a Site-Specific Health and Safety Plan. This plan shall cover all measures, activities, and precautions to ensure worksite health and safety. The plan shall include appropriate industry certifications for on-site personnel, including certifications to operate specific heavy equipment.

General Requirements and Standards:

- a. The Contractor is solely responsible for the health, safety, and protection of all onsite personnel during the performance of the work. The Contractor shall perform the work specified in these Contract Documents in accordance with the health and safety requirements specified herein, including the current edition of the Standard Operating Safety Guide: NIOSH Guidance Manual, and all federal, OSHA, state, and local health and safety regulations, including OSHA regulations for hazardous waste site work. It shall be the responsibility of the Contractor to be familiar with the required health and safety regulations in the performance of this Work.
- b. The Contractor shall provide a Health and Safety Officer to implement, monitor, and enforce the health and safety plan. The Health and Safety Officer shall have a sound working knowledge of federal and state occupational safety and health regulations and formal training in occupational safety and health adequate to comply with current OSHA requirements.
- c. The Health and Safety Officer may implement requirements in addition to those specified herein.
- d. Should any unforeseen or site-specific safety concern, hazard, or condition become evident during the performance of the work, the Contractor shall take immediate and prudent action to establish and maintain safe working conditions and to safeguard site personnel, the public, and the environment. The Contractor shall also immediately inform the NAHA and/or its Representative(s) of such a condition.
- e. The Contractor shall establish and maintain a complete Personnel Protection Program for all personnel working at the site. The Contractor shall prepare a site specific health and safety plan which describes the site and potential hazards and prescribes monitoring requirements, personal protection requirements and criteria for their selection, work practices and limitations, and emergency response.
- f. The Contractor shall be required to certify, to the NAHA and/or its Representative(s), prior to beginning work, that all contractor or service personnel have received safety training adequate to

comply with the current OSHA 1910.120 requirements, including those presented in the Federal Register.

- g. The Contractor shall provide and require that all previously trained Contractor, or service personnel are familiar with the use of safety, health, and protective equipment, and with the safety and security procedures required for this operation, including applicable Safety and Health regulations for Construction under OSHA 1926 Subparts A-Z.
- h. The Contractor shall be responsible for and guarantee that personnel not successfully completing the required training are not permitted to work at the site.
- i. The Contractor shall provide all onsite personnel with appropriate personal safety equipment and protective clothing. The Contractor shall ensure that all safety equipment and protective clothing is kept clean and well maintained.
- j. Prior to the initiation of work onsite, the Contractor shall provide an appropriate site-specific safety briefing to all onsite employees. This safety briefing shall include all items listed below:
 - 1. Physical health hazards identified at the site.
 - 2. Personal hygiene.
 - 3. Safety equipment and procedures required for personal protection.
 - 4. Prohibitions in Working Areas:
 - 5. Eating, smoking, chewing.
 - 6. Working when ill.
 - 7. Working under the influence of alcohol or drugs.
 - 8. Emergency response and procedures.
- k. The Contractor shall document this briefing and maintain a record of those in attendance. In the event of any emergency associated with or resulting from Work at this Site, the Contractor shall without delay: Cease work activity on the site; take diligent action to remove or otherwise minimize the cause of the emergency; render full assistance to local authorities; alert the NAHA and/or its Representative(s) and institute whatever measures might be necessary to prevent any repetition of the conditions or actions leading to or resulting in the emergency.
- l. The Contractor shall have at least one trained First Aid Technician onsite at all times. This person may perform other duties, but must be immediately available to render first aid when needed.
- m. At least one "industrial" first aid kit shall be provided and be maintained fully stocked at a manned location. First aid kit locations shall be specially marked and provided with adequate water and other supplies necessary to cleanse and decontaminate burns, wounds, or lesions.
- n. The Contractor shall be responsible for and ensure that all Contractor and service personnel observe and adhere to the personal hygiene-related provisions of this section, the EPA Standard Operating Safety Guide, the NIOSH Guidance Manual, and all state, federal, and OSHA regulations.
- o. Contractor and service personnel found to be consistently disregarding the personal hygiene-related provisions of this plan shall, at the request of the NAHA and/or its Representative(s), be barred from the site.
- p. The Contractor shall provide:
 - 1. Suitable hard hats and footwear on a daily basis for the use of onsite personnel and visitors.
 - 2. Contained storage and disposal for used disposable outerwear.

3. Hand washing facilities.
- q. All Contractor personnel shall be required to thoroughly cleanse their hands and other exposed areas before taking lunch breaks.

6.2 SOIL EROSION AND SEDIMENT CONTROL

General Requirements

- a. The contractor shall implement the Storm Water Pollution Prevention Plan (SWPPP) and appropriate measures as specified in this section in a manner that complies with the City of New Albany and the Indiana Department of Environmental Management.
- b. The Contractor shall furnish all labor, equipment, materials, and routine maintenance for the construction of temporary erosion and sediment control measures in accordance with the Drawings and Specifications, or as otherwise directed by the NAHA and/or its Representative(s).
- c. The Contractor shall install and maintain any and all erosion and sediment control measures necessitated by project changes or alterations made by the NAHA and/or its Representative(s), or by the Contractor. These measures must comply with the Drawings and Specifications and any applicable local and state ordinances and laws and must be implemented prior to the commencement of the project changes or alterations.
- d. A minimum of 48 hours prior to beginning any Work, the Contractor shall submit a Notice of Intent (NOI) for a General Stormwater Permit for Construction Activities to the City of New Albany. A copy shall be sent to NAHA and/or its Representative(s).
- e. In accordance with the Permit, the Contractor shall comply with the Stormwater Pollution Prevention Plan (SWPPP).
- f. During the Work, the Contractor shall keep a Maintenance Log on the jobsite, and shall record the dates and intensity of significant rain events, how each BMP responded to each rain event, and the method used to properly maintain, cleanout, repair, and/or replace any impacted BMP. A copy of a sample Maintenance Log is included at the end of this section.
- g. As part of the Maintenance Log, the Contractor shall also keep a copy of the NOI, the General Permit, and the SWPPP on the jobsite.
- h. The Contractor shall inspect all protocols and implemented measures weekly and repair or correct as needed, especially in the case of rain that is a half inch or greater within a 24-hour period.
- i. At the completion of Work, once site is stabilized with vegetative cover and when all erosion control features are removed from the project site, the Contractor shall submit a Notice of Termination (NOT) to the City of New Albany and IDEM, and shall send a copy to the NAHA and/or its Representative(s).

Erosion and Sediment Control Practices

- 1) The controls and measures required by the Contractor are described below:
 - a) **Stabilization Practices**
 - i) The stabilization practices to be implemented shall include temporary seeding, mulching, and erosion control mats. Except as provided in paragraphs UNSUITABLE

CONDITIONS, stabilization practices shall be initiated as soon as practicable, but no more than 14 days, in any portion of the site where construction activities have temporarily or permanently ceased. Construction activities are considered temporarily ceased on a portion of the site, if no activity has occurred in 21 days on that portion of the site.

- ii) **Unsuitable Conditions:** Where the initiation of stabilization measures by the fourteenth day after construction activity temporarily or permanently ceases is precluded by unsuitable conditions caused by the weather, stabilization practices shall be initiated as soon as practicable after conditions become suitable.

b) Structural Practices

- i) Structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices shall be implemented prior to the construction process to minimize erosion and sediment runoff. Structural practices shall include the following devices.

(1) **Construction Entrance:** The Contractor shall install a construction entrance prior to the commencement of site construction at all locations in which construction vehicles will be leaving the site boundaries. The construction entrance shall be constructed to remove and retain sediment from vehicles prior to reaching roadways. Final removal of the construction entrances shall be upon completion of site construction and shall be upon approval by the NAHA and/or its Representative(s).

(2) **Silt Fences:** The Contractor shall provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Silt fences shall be properly installed to effectively retain sediment where erosion would occur in the form of sheet and rill erosion. Silt fences shall be installed in the locations to retain sediment. Final removal of silt fence barriers shall be upon approval by the NAHA and/or its Representative(s).

(3) **Straw Bales:** The Contractor shall provide bales of straw as a temporary structural practice to minimize erosion and sediment runoff. Bales shall be properly placed to effectively retain sediment in each area between a ridge and drain. Bales shall be placed as work progresses, bales shall be removed/replaced/relocated as needed for work to progress. Final removal of straw bale barriers shall be upon approval by the NAHA and/or its Representative(s).

(4) Straw Bales and/or Silt Fence shall be provided as follows:

- (a) Along the downhill perimeter edge of all areas disturbed.
- (b) Along the top of the slope or top bank of drainage ditches, channels, swales, etc. that traverse disturbed areas.
- (c) Along the toe of all cut slopes and fill slopes of the construction areas.
- (d) Perpendicular to the flow in the bottom of existing drainage ditches, channels, swales, etc. that traverse disturbed areas or carry runoff from disturbed areas.
- (e) Perpendicular to the flow in the bottom of new drainage ditches, channels, and swales.
- (f) At the entrance to culverts that receive runoff from disturbed areas.

(5) **Diversion Dikes:** Diversion dikes shall have a maximum channel slope of 2 percent and shall be adequately compacted to prevent failure. The minimum height

measured from the top of the dike to the bottom of the channel shall be 18 inches. The minimum base width shall be 6 feet and the minimum top width shall be 0.6 m. 2 feet. The Contractor shall ensure that the diversion dikes are not damaged by construction operations or traffic. Diversion dikes shall be installed if needed and as required by the NAHA and/or its Representative(s)

- (6) **Drainage Swales:** Temporary silt ditches are usually located along the right-of-way limits. Their purpose is to intercept sheet runoff before discharging onto adjacent property owned by another. They are not intended to convey large volumes of water. A silt trap is recommended at the ditch outlet. Temporary drainageways may be located anywhere within the disturbed limits and are recommended to divert runoff from disturbed surfaces as they are exposed to a desirable discharge point, such as a silt trap. These ditches may include temporary interceptor ditches, temporary surface ditches, and temporary special ditches. Diversion ditches are recommended to direct off-site water around the disturbed areas on the project when possible. Phasing of these ditches is critical because their locations and effectiveness are dependent upon construction phasing and progress of work. A berm or interceptor ditch may be used at the top of cut slopes where the runoff from the surrounding area has a tendency to flow across a cut slope. This work includes any necessary maintenance or silt removal in the life of the ditch.
- (7) **Check Dam:** Also called "Silt Trap, Type B," (formerly referred to as Silt Check Type II or III) consists of one or more small berms placed in a natural drain, an excavated channel, or a ditch. The maximum recommended height is 4 feet or less, with a length of 3 feet to 20 feet and side slopes of 2H:1V. The berms shall be constructed of #2 stone or shot rock of similar size and filtered through a geotextile fabric that is covered by a 4-inch layer of No. 4 stone. A 12-inch depression shall be placed at the middle of the berm.
- (8) **Sediment Traps:** Silt traps refer to a combination of berms, digouts, or both placed along a roadway ditch to trap the silt transported to it. All traps are sized based upon a volume of 3,600 cubic feet per disturbed acre. When the total drainage area to a single structure exceeds 10 acres, consideration must be given to the contributing watershed area. In these cases, a sediment basin is necessary, and the structures should be designed according to the drainage area. Acreage that has been protected or stabilized may be deducted from the volume requirement. Silt traps cannot be placed in blueline streams or other regulated waters unless space limitations or design limitations provide no other feasible option. Silt traps shall be cleaned out when half full of sediment. "Silt Trap, Type A" (formerly referred to as "Silt Traps, Type A and B"), consists of excavated basins in natural or constructed channels and constructed berms built to pond water so that the suspended silt load will be deposited. Silt traps are normally removed upon completion of construction when permanent erosion control is established. They may be left in place after construction if long-term ponding of runoff is needed.
- (9) **Storm Drain Inlet Protection:** Silt traps, blankets, and filters must be placed over or inside storm drain inlets at all times.

Maintenance

- 1) The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of

destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. The following procedures shall be followed to maintain the protective measures.

a) Silt Fence Maintenance.

Silt fences shall be inspected in accordance with paragraph INSPECTIONS. Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When a silt fence is no longer required, and NAHA and/or its Representative(s) approval is obtained, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade.

b) Straw Bale Maintenance.

Straw bale barriers shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales. Necessary repairs to barriers or replacement of bales shall be accomplished promptly. Sediment deposits shall be removed when deposits reach one-half of the height of the barrier. Bale rows used to retain sediment shall be turned uphill at each end of each row. When a straw bale barrier is no longer required, and NAHA and/or its Representative(s) approval is obtained, it shall be removed. The immediate area occupied by the bales and any sediment deposits shall be shaped to an acceptable grade.

Inspections

1) General

The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and areas where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm event.

2) Inspection Details

Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

3) Inspection Reports

For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations, maintenance performed, and actions taken. The report shall be furnished to the NAHA and/or its Representative(s) within 24 hours of the inspection. A copy of the inspection report shall be maintained on the job site.

Penalties

The Contractor shall indemnify and hold harmless the NAHA for any penalties imposed against the NAHA by any local or state agency for the Contractor's failure to install and properly maintain erosion and sediment control measures. The Contractor shall immediately correct any erosion and sediment control measure deficiencies identified by the NAHA and/or its Representative(s) or local

or state agency. If the Contractor fails to correct the deficiencies within 24 hours of notification, the NAHA will have such corrections performed and assess the cost of these corrections plus 100% surcharge against the Contractor.

Repair to Property

Repairs shall be required on severe areas as directed by the NAHA and/or its Representative(s). The finished site shall also drain properly and shall not drain over the top of the slope indiscriminately or in any manner that would cause erosion.

Adjacent Property

If any waste/borrow areas or project access routes not defined on the Drawings and Specifications are used, it will be the responsibility of the Contractor to coordinate with the appropriate financially responsible party(s) for installation and maintenance of all erosion and sediment control measures required. All Work, sediment control structures, and seeding done on waste/borrow area sites will be performed without additional compensation from the NAHA.

6.4 TEMPORARY UTILITIES

General Requirements

- 1) The Contractor shall maintain strict supervision of use of temporary utility services
 - a) Enforce compliance with applicable standards.
 - b) Enforce safety practices.
 - c) Prevent abuse of services.
 - d) Utility changes: Contractor shall be responsible for paying for all utilities utilized during construction.
- 2) Requirements of Regulatory Agencies
 - a) Obtain and pay for all permits as required by governing authorities.
 - b) Obtain and pay for temporary easements required across property other than that of NAHA.
 - c) Comply with applicable codes.
- 3) Removal
 - a) Completely remove temporary materials, equipment, and offices upon completion of construction.
 - b) Repair damage caused by installation and restore to the specified or original condition.
- 4) Temporary Electricity
 - a) Electrical service for construction needs and for lighting and heating the Work area shall be provided by the Contractor.
- 5) Temporary Water
 - a) The Contractor shall provide the water necessary for construction, testing, disinfection, or any other required need. The Contractor shall supply his own hoses and chlorine for disinfection, etc. However, water lost due to breaks caused by Contractor shall be paid for by Contractor.

6.5 TEMPORARY CONTROLS

General Requirements

- 1) Dust Control
 - a) Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - b) Execute Work by methods to minimize raising dust from construction operations. Provide positive means to prevent airborne dust from dispersing into atmosphere.
 - c) Minimize amount of bare soil exposed at one time.
 - d) Provide temporary measures such as berms, dikes, drains, hay bales, gabions, etc., so as to minimize siltation due to runoff.
 - e) Construct fill and waste areas by selective placement to avoid erosive, exposed surface of silts or clays.
 - f) Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

6.6 EXISTING UTILITIES

General Requirements

- 1) The Contractor shall take all necessary precautions to avoid damaging all existing above-ground or underground utilities on the site.
- 2) All existing above-ground and underground utilities shall, at the Contractor's sole expense, be maintained, relocated, rerouted, removed, and restored as may be necessary by the Contractor in a manner satisfactory to owners and operators of the utilities and the NAHA and/or its Representative(s).
- 3) Owners of public utilities and franchises reserve the right to enter upon any road, right-of-way, or easement for the purpose of maintaining their property and for making necessary repairs or changes caused by the work. The cost thus incurred shall be paid by the Contractor.

6.7 CONTRACTOR FACILITIES

General Requirements

- 1) The acquisition of all utilities that may be required for the construction including, but not limited to, electricity and water, shall be the responsibility of the Contractor and he shall bear the cost of all utilities used for the project.
- 2) The Contractor shall furnish any storage facilities necessary for his operations at his own expense. Weather-tight storage facilities, as may be required, shall be provided by the Contractor for materials that will be damaged by storage in the open. Any facilities shall be located on and be removed from the job site as directed by the NAHA and/or its Representative(s).
- 3) The Contractor shall provide and maintain sanitary facilities at the site for the use of all

employees and visitors. Facilities shall meet all regulations and requirements of the Local Health Department or other agency having jurisdiction. The Contractor shall properly remove and dispose of such facilities at completion of the Work.

- 4) The Contractor shall provide a parking area for the Contractor's, Subcontractor's, NAHA and/or its Representative(s) employees within the site boundary at a site mutually agreed upon between the NAHA and/or its Representative(s) and the Contractor.

6.8 STAGING AND STORAGE OF MATERIALS AND EQUIPMENT

Storage of Materials and Equipment – All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.

Handling and Distribution – The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the Work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the Work.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

Materials, Samples, Inspection – Unless otherwise expressly provided on the Drawings or in any of the other Contract Documents, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the NAHA and/or its Representative(s). No material shall be processed or fabricated for the Work or delivered to the Work site without prior concurrence of NAHA and/or its Representative(s).

As soon as possible after execution of the Agreement, the Contractor shall submit to NAHA and/or its Representative(s) the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the Work. When shop and working Drawings are required as specified below, the Contractor shall submit prior to the submission of such Drawings, data in sufficient detail to enable NAHA and/or its Representative(s) to determine whether the manufacturer and/or the supplier have the ability to furnish a product meeting the Specification. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the Work in sufficient detail to enable NAHA and/or its Representative(s) to identify and evaluate the particular product and to determine whether it conforms to the Contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working Drawings.

Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the Work.

If NAHA and/or its Representative(s) so require, either prior to or after commencement of the Work, the Contractor shall submit samples of materials for such special tests as NAHA and/or its

Representative(s) deems necessary to demonstrate that they conform to the Specifications. Such samples, shall be furnished, taken, stored, packed, and shipped by the Contractor as directed. The Contractor shall furnish suitable molds for making concrete test cylinders. Except as otherwise expressly specified, the NAHA shall make arrangements for, and pay for, the tests.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the NAHA and/or its Representative(s) by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, and testing before the materials and equipment are needed for incorporation in the Work. The consequences of his failure to do so shall be the Contractor's sole responsibility.

When required, the Contractor shall furnish to the NAHA and/or its Representative(s) triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

After review of the samples, data, etc., the materials and equipment used on the Work shall in all respects conform therewith.

6.9 PROTECTION OF WORK AND PROPERTY

The Contractor shall observe all ordinances, laws, and regulations concerning the occupation and work in public streets and walkways, and shall furnish and maintain, at his/her own cost and expense necessary passageways, guard fences, lights, barricades, watchmen, and adequate protection to safeguard the public at all times. The Contractor shall save the NAHA harmless from all accidents to persons and property which may occur as a result of his/her operation on a public way.

6.10 WORK HOURS

Standard project work hours shall be from 7:00 am EDST to 7:00 pm EDST, Monday through Saturday.

However, during demolition of structures which are immediately adjacent to or which abut structures which are not identified for demolition, or whenever demolition activities pose a potentially serious threat and or significant disturbance to nearby facilities, project work hours will be restricted to non-business hours (e.g., weekends and/or nights) when the adjacent/abutting structures and/or nearby facilities are not occupied or in operation.

In the event Contractor requires work hours other than those specified to meet the schedule for project completion or another demonstrable reason, such need should be expressed to the NAHA in writing at least five (5) days before planned implementation of the modified schedule.

6.11 SITE SECURITY

General Requirements

The project area has to remain safely accessible to NAHA personnel; however, the Contractor shall provide any non-interfering security he deems necessary to protect his Work, equipment, etc.

Provide an adequate system to secure the project area at all times, especially during non-construction periods; the Contractor shall be solely responsible for taking proper security measures.

Contractor shall pay for all costs for protection and security systems.

6.12 PROJECT IDENTIFICATION AND SIGNS

General Requirements

The Contractor shall provide signs near the site of the Work. The sign shall set forth the description of the Work and the names of the NAHA and Contractor.

The following signs shall be provided with mounting frames and installed as directed by the NAHA and/or its representative(s):

Signs	Size	
	Horizontal	Vertical
Authorized Personnel Only	14 inches	10 inches
No Trespassing	14 inches	10 inches

All signs shall be red and black on white and shall meet applicable OSHA specifications. They shall be heavy-duty painted aluminum 1/16-inch thick, rust, weather, and sunlight resistant.

Signs shall be installed at locations specified by the NAHA and/or its representative(s).

The signs shall be maintained in good condition until the completion of the project.

6.13 SITE ACCESS CONTROL AND PROTECTIVE MEASURES

General Requirements

The Contractor is responsible for the following related to site access control and securing the Project site:

- 1) Provide and maintain suitable barriers to prevent unauthorized personnel from accessing designated work areas.
- 2) Provide fire protection and prevention in work areas.
- 3) Institute accident prevention procedures.
- 4) Protect existing site structures not scheduled for demolition, removal or excavation.

- 5) Locate, mark and protect existing underground utilities.

The Contractor is responsible for the provision of cost and service for the following safety products:

- 1) Temporary fencing material shall be similar in construction to existing security fencing. Materials may be new or used, suitable for the purpose. Materials shall be approved by the NAHA and/or its representative.
- 2) Barricade materials at Contractor's option, appropriate for purpose. Materials shall be approved by NAHA and/or its representative.
- 3) Contractor shall take all precautions to eliminate possible fire or explosion hazards at the site, including, but not limited to, enforcing the following requirements:
 - (a) All combustible material shall be removed from the site storage area on a daily basis, including oil rags, empty solvent or paint containers, etc.
 - (b) All tarpaulin or other covers for stored materials shall be flameproof.
 - (c) Solvents, paints, thinners, coatings, or other highly flammable materials shall be stored only in well-ventilated areas, and all mixing and preparation shall be restricted to such areas. All such materials shall be handled in accordance with safe practice and the requirements of authorities having jurisdiction.
 - (d) Containers containing flammable or combustible materials shall remain capped or closed at all times, unless in immediate use.
 - (e) No open fires on the site. Smoking is prohibited on site, except in areas designated by the Contractor and approved by the NAHA and/or its Representative(s).
 - (f) Minimize storage of large quantities of flammable or combustible materials at the site.
 - (g) Provide and maintain at least one fire extinguisher station on the site, in a designated location within the Contract Limits. Additional fire extinguishers shall be furnished in each enclosed area used as a storeroom. Each fire extinguisher station shall be located so as to be easily accessible while providing minimum interference with operations, and shall contain one standard UL-listed, 10-pound BC rated carbon dioxide unit. Contractor shall check units frequently to maintain in operable condition.
 - (h) Welding and flame cutting will be allowed only upon the authority of the NAHA. All such equipment, when used, shall be kept in a safe and functional condition and be of a type that will minimize hazards. Great care must be exercised in the use of the tools near adjacent properties.

The Contractor is responsible for taking safety and accident prevention measures and procedures:

- (1) Safety responsibility will include the supply and use of approved personal protection equipment, fire extinguishers, combustible gas/oxygen indicators, storage of hazardous

materials, and other safety equipment required to complete the Work.

- (2) All safety equipment will be stored in a designated storage area and will be maintained in proper working order.
- (3) Promptly report in writing to the NAHA and/or its Representative(s) all accidents which cause death, personal injury, or property damage, arising out of or in connection with the performance of the work, whether on or adjacent to the site. Where death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the NAHA.
- (4) If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, promptly report the facts in writing to the NAHA, giving full details of the claim.

The Contractor is responsible for taking preventative measures to protect existing structures:

- (1) Protect trees, shrubs, lawns, areas to receive planting, rock outcropping, and other features remaining as part of final landscaping or that are outside of the excavation area.
- (2) Protect benchmarks and existing structures, roads, fencing, retaining walls, sidewalks, paving, and curbs against damage from equipment and vehicular or foot traffic.
- (3) Protect excavations by shoring, bracing, sheet piling, underpinning, laying back slopes, or other methods, to prevent cave-ins or loose dirt from falling into excavations.
- (4) Underpin adjacent structures that may be damaged by excavation work, including service lines and pipe chases.

The Contractor is responsible for coordinating and locating utilities:

- (1) The locations of those buried and aboveground utilities shown are approximate, are shown for contractor informational use only, and are not to be referenced for construction purposes. The implied presence or absence of utilities is not to be construed by NAHA and/or its Representative(s), contractor, or subcontractors to be an accurate and complete representation of utilities that may or may not exist at the construction site. Buried and aboveground utility location, identification, and marking are the sole responsibility of the contractor. Rerouting, disconnection, protection, etc. of any utilities must be coordinated between the contractor, utility company, and owner. Site safety, including the avoidance of hazards associated with buried and aboveground utilities, remains the sole responsibility of the contractor.
- (2) In accordance with state requirements, prior to project startup, the Contractor is to contact the statewide utility marking service, utility companies, and appropriate site personnel for locating existing underground utilities in the area of work.
- (3) Contractor to meet with representative utility personnel to verify the location of underground utilities as appropriate.
- (4) Underground utilities to be marked by paint or pin flags prior to excavation or digging work. Utility marking to be maintained throughout the project.

- (5) Existing underground utility service is to remain in uninterrupted operation during the project.
- (6) Contractor to provide adequate means of utility protection during the project to maintain uninterrupted underground utility service operation.
- (7) Should uncharted utilities be encountered during excavation, consult NAHA immediately for directions as to procedure. Cooperate with NAHA and utility companies in keeping respective services in operation.
- (8) Upon damage to existing utilities in the work area, the contractor is to repair damaged utilities to the satisfaction of the utility company and NAHA.
- (9) Repair to damaged utilities to be done at no additional cost to NAHA.
- (10) Utility company representative to inspect and document all utility repairs prior to placement of backfill.

The Contractor is responsible for securing the site at all times:

- (1) The project area has to remain safely accessible to NAHA personnel; however, the Contractor shall provide any non-interfering security deemed necessary to protect the Work, equipment, etc.
- (2) Provide an adequate system to secure the project area at all times, especially during non-construction periods; the Contractor shall be solely responsible for taking proper security measures.
- (3) Contractor shall pay for all costs for protection and security systems.

6.14 REQUIREMENTS FOR MANAGEMENT OF WASTES, DEBRIS, AND MATERIALS

All wastes, debris, and materials generated from the site that require off-site management, disposal, or which may be considered for reuse at the site must be properly characterized in a manner sufficient to make a waste determination pursuant to 40 CFR 262.11, classified, staged, containerized, stored, and marked, labeled, transported, and managed in compliance with all applicable federal, state, and local regulations.

The Contractor is responsible for the identification, characterization, and classification of all material to be managed at off-site facilities and/or reused at the site (e.g., as subsurface fill). The contractor will properly stage, cover, store, mark, label, inspect, and maintain these materials while they remain on-site in a manner that complies with all applicable regulations, prevents potential releases to the environment, and protects public health and safety. All determinations regarding the onsite and/or offsite management of all wastes, debris, and materials generated from the project must be documented, with documentation submitted to NAHA upon request.

6.15 DISPOSAL OF HAZARDOUS MATERIALS

All subject and potentially hazardous materials, including Asbestos-containing materials and debris, are required to be packaged/containerized at the site in accordance with applicable regulatory

provisions, and must meet packaging, transport, and disposal requirements in accordance with applicable federal, state, and local regulations/requirements.

The Contractor must routinely submit copies of all waste profiles/approvals, manifests or equivalent shipping documents, and receipt(s) documenting disposal, recycling, and/or other acceptable and lawful management to NAHA and its representative.

6.16 NOTIFICATION TO ADJACENT PROPERTY OWNERS AND BUILDING OCCUPANTS

As soon as practicable, but no less than seven (7) calendar days prior to initiation of Project operations, the Contractor shall make notifications to all adjacent property owners and/or building occupants adjacent to and within the proposed abatement and demolition project area.

Notifications shall include an overview of the project, including major operations, anticipated schedule, work hours, potential hazards, access limitations, traffic, and parking considerations, controls to be implemented to mitigate hazards, and other significant information regarding potential disruptions associated with the project.

Notifications shall be documented by the contractor by appropriate means, and all such documentation shall be filed and maintained by the contractor for submittal with the project record documents.

6.17 ACCESS ROADS AND PARKING

The Contractor is responsible for the design and build of any temporary access roads or parking necessary to complete the project. The road and parking shall meet all local requirements as set forth by the City of New Albany and shall abide by all rules, regulations, and plans as outlined in the SWPPP, and propose erosion control.

The Contractor shall maintain traffic and parking areas in a sound condition, free of excavated material, construction equipment, products, mud, snow, and ice. Use whatever dust control measures are required to prevent airborne particles.

The Contractor shall maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies to maintain paving and drainage in original and/or specified condition.

6.18 TRAFFIC CONTROLS

The Contractor is responsible for controlling vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and NAHA operations.

NAHA will collaborate with the Contractor on controlling designated parking within the neighborhood that could interfere with demolition operations, including the transport of equipment and materials.

The Contractor is responsible for work with its transport partners to develop safe and efficient trucking routes that minimize disruptions and ensure neighborhood and public safety.

ATTACHMENTS

- ATTACHMENT 1 – Parkview Tower Aerial View
- ATTACHMENT 2 – ALTA Survey
- ATTACHMENT 3 – Basic Plan Drawings
- ATTACHMENT 4 – Physical Needs Assessment
- ATTACHMENT 5 – Phase I ESA Report
- ATTACHMENT 6 – Asbestos NESHAP Report
- ATTACHMENT 7 – Lead-based Paint Survey Report
- ATTACHMENT 8 – Legitimate Reuse Letter
- ATTACHMENT 9 – Davis-Bacon Act Wage Determination #IN20250004
- ATTACHMENT 10 – Required Forms
 - a) Bid Form
 - b) Subcontractor Utilization Form
 - c) Bidder References Form
 - d) Price Proposal Form
 - e) Non-Collusive Affidavit
 - f) HUD 50070 Certification of Drug Free Workplace
 - g) HUD 5369 Instructions to Bidders for Contracts
 - h) HUD 5369a Representations, Certifications, and Other Statements of Bidders
 - i) HUD 5370 General Conditions for Construction Contracts – Public Housing
 - j) W-9