

**ITEM 105 CONTROL OF WORK**

- 105.01 Authorities and Duties**
- 105.02 Plans and Working Drawings**
- 105.03 Conformity with Contract Documents**
- 105.04 Coordination of the Contract Documents**
- 105.05 Cooperation by Contractor**
- 105.06 Superintendent**
- 105.07 Cooperation with Utilities**
- 105.08 Cooperation between Contractors**
- 105.09 Construction Stakes, Lines and Grades**
- 105.10 Photographs and Videos**
- 105.11 Inspection of Work**
- 105.12 Removal of Unacceptable and Unauthorized Work**
- 105.13 Load Restrictions**
- 105.14 Maintenance during Construction**
- 105.15 Failure to Maintain Roadway or Structures, Traffic Control Facilities and Other Appurtenances**
- 105.16 Borrow and Waste Areas**
- 105.17 Use of Fire Hydrants**
- 105.18 Moving of Equipment**
- 105.19 Construction and Demolition Debris, Vegetative Debris, and Clean Soil**

**105.01 Authorities and Duties**

**A. Authority of the Director.** The Director has the authority to enter into a Contract or execute a Contract Modification subject to the applicable provisions of the Columbus City Code and City Charter. The Director has the authority, on behalf of the City, to delay or terminate the Contract, and to suspend Work wholly or in part. The Director has the ultimate decision making authority over all items included under the authority and duties of the Engineer.

Any action or inaction of the Director does not constitute a waiver of the City's right to pursue any and all remedies under the Contract or otherwise, including, but not limited to, defective work or Work performed by the Contractor in an unworkmanlike manner.

**B. Authority and Duties of the Engineer.** The Engineer has immediate charge of the engineering details of the Project and is responsible to ensure that the Contractor satisfactorily administers and completes the Work. The Engineer will decide all questions that may arise as to: the quantity, quality and acceptability of materials furnished; work performed and rate of progress; conformity with Plans, Specifications and other Contract Documents; acceptable fulfillment of the Contract on the part of the Contractor; interpretation of the Plans, Specifications and other Contract Documents; and Contractor compensation or time extensions.

The Engineer may suspend all or part of the Work pursuant to 104.02.C. In addition, the Engineer may also suspend all or part of the Work when the Contractor fails to correct conditions that are unsafe for the workers or the general public, fails to comply with the Contract Documents, or fails to comply with the Engineer's orders. The Engineer may suspend the Work due to adverse weather conditions, conditions

## 105.02

considered adverse to the prosecution of the Work, or other conditions or reasons in the public interest. The suspension of the Work for the reasons specified in this paragraph shall not relieve the Contractor of the responsibility to take appropriate actions to protect the Project site, adjacent property owners, and general public. In the event the Engineer orders the Work suspended for conditions under this paragraph, the expense and time, whether direct or indirect, for such suspension shall be borne solely by the Contractor and shall not be considered a suspension of work under 104.02.C.

Any action or inaction of the Engineer shall not constitute a waiver of the City's right to pursue any and all legal remedies under the Contract or otherwise, including, but not limited to, defective or non-conforming work or work performed by the Contractor in an unworkmanlike manner.

**C. Authority and Duties of the Inspector.** Inspectors employed by the City are authorized to judge the acceptability of the Work. Such activities may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The Inspector is not authorized to alter or waive the provisions of the Contract, but shall have the authority to notify the Contractor of Work that does not conform to the Contract or reject materials that do not conform to the Specification requirements. The Inspector is not authorized to issue instructions contrary to the Plans and Specifications, or to act for the Contractor. The presence of or actions by the Inspector shall not relieve the Contractor of the responsibility to complete the Work under the terms and conditions of the Contract Documents.

Any action or inaction of the Inspector does not constitute a waiver of the City's right to pursue any and all legal remedies under the Contract or otherwise, including, but not limited to, defective or non-conforming work or work performed by the Contractor in an unworkmanlike manner.

**105.02 Plans and Working Drawings.** The Contractor shall be responsible for the furnishing of copies of Plans, Specifications, Supplemental Specifications, and Special Provisions, or the necessary portions thereof, to subcontractors and parties furnishing labor, materials and equipment for the Project.

The Contractor shall prepare Working Drawings and submittals when required by the Contract Documents and after verifying applicable field and plan elevations, dimensions, geometries, and conditions. Working Drawings shall be detailed as required to adequately control and complete the Work. When specified, Working Drawings must be stamped by a Registered Professional Engineer in the State of Ohio. Where Work consists of repairs, extension, or alteration of existing structures, the Contractor shall take measurements of existing structures to accurately join old and new Work. Any measurements that may appear upon the Plans to indicate the extent and nature of such repair or extension shall not relieve the Contractor of this responsibility.

Unless otherwise indicated, the Engineer will review submittals for the limited purpose of checking conformance with the Contract Documents and to provide the Contractor a written response to document the results of its review.

The Engineer's disposition shall not relieve the Contractor of responsibility to complete the Work according to the Contract Documents, including but not limited to, the accuracy and reliability of Working Drawings furnished by the Contractor. The

Contractor shall include the cost of furnishing Working Drawings in the cost of the Work they cover.

**105.03 Conformity with Contract Documents.** All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

Unless otherwise stated in Special Provisions or in a Plan note, the latest revision of any applicable Federal, State, City, or industry code, regulation, or standard at the time of bid opening shall apply. Codes and regulations shall take precedence over industry standards.

Without detracting from the complete and absolute discretion of the Engineer to insist upon such tolerances as establishing reasonably close conformity, the Engineer may accept variations beyond such tolerances as reasonably close conformity where they will not materially affect the value or utility of the Work and the interests of the City. In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications but that reasonably acceptable work has been produced, the Engineer shall then make a determination if the Work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by deductive Change Order which will provide for an appropriate adjustment in the Contract Sum for such work or materials as is deemed necessary to conform to the determination based on the Engineer's judgment.

In the event the Engineer finds the materials of the finished product in which the materials are used or the Work performed are not in reasonably close conformity with the Plans and Specifications and has resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor. Failure of the Contractor to follow such order of the Engineer, shall give the City the unqualified right to remove and replace the unsatisfactory Work, supply the materials for the finished Work, and perform the Work or cause it to be performed, and any and all expense chargeable thereto, directly or indirectly, shall be deducted or billed to the Contractor at the option of the Engineer pursuant to 109.14.

**105.04 Coordination of the Contract Documents.** The Contract, Specifications, Supplemental Specifications, Plans, Special Provisions, Proposal, Standard Drawings and all supplementary documents are essential parts of the Contract Documents, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work.

In case of discrepancy, the Engineer will resolve any discrepancies using the following descending order of precedence:

- A. Contract Form
- B. Addenda
- C. Proposal
- D. General Provisions (Section 100)
- E. Special Provisions

## 105.05

- F. Plan Notes
- G. Plans (calculated dimensions will govern over scaled dimensions)
- H. Supplemental Specifications
- I. Standard Drawings
- J. Standard Specifications (Sections 200 through 1000)

The Contractor shall take no advantage of any apparent error or omission in the Contract Documents. In the event the Contractor discovers such an error or omission, it shall immediately be made known to the Engineer in writing. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract Documents.

**105.05 Cooperation by Contractor.** The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate in every possible way with the Engineer, Inspectors, all other Contractors on or adjacent to the Project, and all utility companies and railroads. The Contractor shall attend progress meetings when requested by the Engineer. The Contractor shall keep at least one set of Contract Documents at the Project at all times.

Where the Work extends across private property, the Contractor shall conduct operations in strict conformity with the terms and conditions of the easements and agreements obtained from the owners of the property. The City will not provide any points of access to any of these easements other than at points shown or described in the easement or agreement with the property owner. Arrangements for the use of any additional points of access shall be made with the property owners by the Contractor at no additional cost, or obligation, to the City.

The Contractor agrees to confine the work under the Contract to the strict dimensions of Construction Limits. Any failure of the Contractor, or the Contractor's agents, servants, employees and subcontractors to restrict the Work within the Construction Limits shall be the sole liability and responsibility of the Contractor, and the Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any activity of the Contractor's agents, servants, employees and subcontractors where such activity concerning Work under this Contract extends beyond the Construction Limits. The Contractor also agrees that where its operations extend outside the Construction Limits, the Engineer has the absolute right to suspend the applicable Work, unless the Contractor provides written evidence that indicates permission from the property owner.

In the event the Engineer orders the Work suspended for conditions under this Section, the expense and time, whether direct or indirect, for such suspension shall be borne solely by the Contractor and shall not be considered a suspension of work under 104.02.C.

If the Contractor disperses any or all of its equipment to an area outside the Construction Limits of the Project, the re-mobilization of the equipment back to the work area shall be at the Contractor's expense.

**105.06 Superintendent.** Provide a competent Superintendent for the Project that is available and responsive at all times and is responsible for all aspects of the Work. The Superintendent must be capable of reading and understanding the Contract Documents

and experienced in the type of Work being performed. The Superintendent shall receive instructions from the Engineer or the Engineer's authorized representatives. The Superintendent shall have the full authority to execute orders or directions of the Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of Work sublet.

**105.07 Cooperation with Utilities.**

**A. General.** During the course of design, the City shall notify all utility companies, all pipeline owners or other parties affected and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines and other appurtenances within or adjacent to the Construction Limits made as soon as possible so as not to interfere with the progress of the Work or in accordance with the time provisions set forth in the Contract Documents.

The Contractor shall comply with all laws, regulations and codes concerning the identification and locations of all underground utilities. During the course of the Work, the Contractor shall be solely responsible to notify any utility or other service when such utility or service is encountered.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable-ways, signals, and all other utility appurtenances within the limits of the proposed Construction Limits which are to be relocated or adjusted are to be moved by the utility owners at their expense, except as otherwise provided for in the Special Provisions or as noted on the Plans.

**B. Protection and/or Replacement of Utilities.** The Contractor shall protect all utilities encountered while performing the Work, whether indicated on the Plans or not. The Contractor shall exercise due care when excavating around utilities and shall restore any damaged utilities to the same condition or better as existed prior to starting the Work, at no cost to the City.

**C. Surface or Overhead Utilities.** Existing surface or overhead structures or utility lines are not necessarily shown on the Plans and those shown are only approximately correct. The Contractor shall make such investigations as are necessary to determine the extent to which existing surface or overhead structures may interfere with the prosecution of the Work contemplated under the Contract Documents.

**D. Subsurface Utilities.** The information and data shown or indicated in the Contract Documents with respect to existing subsurface utilities at or contiguous to the Construction Limits is based on information and data furnished to the City by the owners of such subsurface utilities, including the City, or by others.

The City shall not be responsible for the accuracy or completeness of any such information or data provided by others.

The cost of all of the following shall be included in the Contract Sum, and Contractor shall have full responsibility for:

1. reviewing and checking all such information and data;

## 105.07

2. determining the exact location all subsurface structures and utilities (including sewer service connections) shown or indicated in the Contract Documents;
3. coordination of the Work with the owners of such subsurface utilities, including the City, during construction; and
4. the safety and protection of all such subsurface utilities and repairing any damage thereto resulting from the Work.

In accordance with Section 153.64 of the Ohio Revised Code, at least two Working Days, excluding Saturdays, Sundays, and legal holidays, prior to commencing construction operations in the construction area which may involve underground utility facilities, the Contractor or its subcontractor(s) shall notify the registered utility protection service and the owners of each underground and overhead utility facility not members of the registered utility protection service.

If a subsurface utility is uncovered or revealed which was not shown or indicated, or not shown or indicated with reasonable accuracy, in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith, identify the owner of such subsurface utility and give written notice to that owner and to the City. The Engineer will promptly review the subsurface utility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the subsurface utility. During such time, Contractor shall be responsible for the safety and protection of such subsurface utility.

**E. Delay.** In the event that the Contractor has used reasonable efforts to coordinate with a utility company to relocate or adjust its lines and, through no fault of the Contractor, the progress of the Work is delayed for an unreasonable length of time from that shown in the accepted progress schedule due to the failure of a utility company to relocate or adjust its lines, the Contractor shall immediately file with the City a detailed statement describing the nature of the delay and its effect upon progress of the Work and shall be entitled to request a Contract adjustment in accordance with 104.03 and 108.06.

**F. Utility Shut-off.** In the event that the Work requires a shut-off of any public or private utilities, the Contractor shall notify the affected subscribers of the time of such shut-off and the probable time that service will be restored. The Contractor shall make such notification at least forty eight hours prior to such shut-off unless otherwise directed by the Engineer. If a shut-off is cancelled or postponed, the Contractor shall notify the affected subscribers of the new time of shut-off and the probable time that service will be restored.

All shut-offs and turn-ons shall be made under the direction and supervision of personnel of any affected utilities and the Contractor shall furnish all assistance required including tools and equipment. The time and place of such shut-offs shall be designated by the Engineer.

**G. Basis of Payment.** It is understood and agreed that the Contractor has considered in the Proposal all permanent and temporary utility appurtenances in their present or relocated positions and included the cost thereof in the price bid for the various items in the Contract. No additional compensation shall be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from such

utility appurtenances or the operation of moving them, except as provided for in 104.02.B, if applicable.

**H. Indemnification.** The Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any damage caused by the Contractor or its agents, assigns or employees, or by the Contractors' subcontractor(s), done directly or indirectly to the above mentioned items, whether such damage results from negligence or otherwise and whether the damage is to private or public property or real or personal property. The Contractor hereby agrees that it bears the sole responsibility to pay the entire cost thereof.

Failure of the Contractor to pay the entire cost as stated above within thirty days shall give the Director the unqualified right to deduct and withhold the entire amount of damages from the cost of this Contract.

The Contractor further covenants not to sue the City, either in law or equity, where such deduction and withholding is made by the City.

The City shall return, within a reasonable time thereafter not to exceed thirty days, any excess amount over the amount of damages paid by the City or judgments and costs of litigation the City is required to pay.

The Contractor further waives any and all rights, title or interest in any and all amounts so liquidated and any and all amounts of judgments and costs of litigation found against the City.

**105.08 Cooperation between Contractors.** The City reserves the right at any time to contract for and perform other work on or near the Work covered by the Contract.

When separate contracts are awarded within the work limits of any one project, each Contractor shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed by the Engineer.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its Contract and shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any inconvenience, delay, or loss relating to the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange its work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. Each Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**105.09 Construction Stakes, Lines and Grades.** Unless the Proposal contains a Lump Sum bid Item 623 Construction Layout Stakes, the Contractor shall execute all Work in conformity to the lines and grade furnished by the City and shall preserve all points of reference until authorized to remove them. The Contractor shall notify the City at least two working days prior to the time that stakes or other points for line and grade will be needed. There shall be no compensation to the Contractor for the cost occasioned by delay in establishing lines, grades and elevations or making other necessary measurements or by inspection; but such costs shall be considered as having been included in the Contract Price.

## 105.10

Perform all construction staking, including privately funded projects under the supervision of a Registered Professional Engineer or Land Surveyor. Submit all field notes, cut sheets, etc., to the City upon request.

**105.10 Photographs and Videos.** The Engineer, Inspectors or other duly authorized City personnel or agents, from time to time during the progress of the Work, may take photographs or videos of the Work. The Contractor shall furnish access to the Work at all times for this purpose and shall furnish such assistance as may be required. The photographs or videos thus taken shall be the property of the City. Nothing herein contained shall be construed as prohibiting the taking of photographs or videos by the Contractor or its agents, provided, however, that it is done at no cost or expense to the City.

**105.11 Inspection of Work.** All materials and each part or detail of the Work shall be subject to inspection by the Engineer, Inspector or duly authorized City representative. The Engineer, Inspector or duly authorized City representative shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. Notify the Engineer at least twenty four hours prior to all required special inspections and testing as specified in the Contract Documents or as required by the Engineer.

If the Engineer requests it, the Contractor, at any time before acceptance of the Work or any portion thereof, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work; but should the Work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense.

The Contractor shall notify the Engineer at least forty eight hours in advance of any changes in the work schedule. This notification is required to accommodate construction inspection scheduling. The notification shall include the beginning date and time of the work, and the duration of the work. The notification shall be submitted to the Engineer in writing. In the absence of such notification, and if the work is performed without inspection, the Engineer may require the work to be removed and redone.

Any Work done or materials used without supervision or inspection by an authorized City representative may be ordered removed and replaced at the Contractor's expense. Failure to reject any defective Work or materials shall not in any way prevent later rejection when such defects are discovered, or obligate the City to final acceptance of the Work.

When any unit of government or political subdivision or railroad or any corporation is to pay a portion of the cost of the Work covered by this Contract, its respective representatives shall have the right to inspect the Work. Such inspection shall not make any unit of government or political subdivision or railroad or any corporation a party to this Contract, and shall in no way interfere with the rights of the Contractor or City hereunder.

**105.12 Removal of Unacceptable and Unauthorized Work.** All Work that does not conform to the requirements of the Contract Documents may be considered unacceptable Work.

Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause, found to exist prior to the expiration of the guaranty period, shall be removed immediately and replaced in a manner acceptable to the Engineer at no expense to the City.

Work done contrary to the instructions of the Engineer, Work done beyond what is shown in the Contract Documents, or any Extra Work done without authority, will be considered as unauthorized and shall not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure of the Contractor to comply with any order of the Engineer under the provisions of this Section, the Engineer shall have authority to cause unacceptable Work to be remedied or removed and replaced and unauthorized Work to be removed, and to deduct the costs from any monies due or to become due to the Contractor pursuant to 109.14.

**105.13 Load Restrictions.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads. A special permit shall not relieve the Contractor from its sole liability for damage that may result from the moving of equipment or materials, whether caused by the Contractor's or its subcontractors' equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures, utilities, or the roadway or to any other type of construction shall not be permitted. Hauling of materials over the base course or surface course of a roadway under construction shall be limited as directed by the Engineer. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period. In no case shall legal load limits be exceeded unless permitted in writing by the Engineer. The Contractor shall be responsible for all damage done by its equipment or its subcontractors' equipment and the Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any damage done by its equipment or its subcontractors' equipment.

**105.14 Maintenance during Construction.** The Contractor shall maintain the Work in a presentable and safe condition during construction and until the Project is accepted. Maintenance of the Work shall include continuous and effective work prosecuted day by day, with adequate equipment and forces so that the roadway, conduits or structures are kept in satisfactory condition at all times. The Contractor shall be responsible for damage done by its equipment and the Contractor shall defend, indemnify, and hold harmless the City as provided in 107.24 relating to damage caused by the Contractor's or its subcontractors' or suppliers' equipment.

The Contractor shall maintain the previous courses or subgrade during all construction operations, when placing a course upon other courses of embankment, base, subgrade, concrete or asphalt pavement, or other similar items previously constructed. This maintenance includes, but is not limited to draining, re-compacting, re-grading, or if destroyed, the removal of Work previously accepted by the City.

## 105.15

Maintain Stormwater Best Management Practice (BMP) features. Prevent sediment laden surface water from coming in contact with BMP features during construction.

Temporary restoration of street surfaces shall be made on installation of underground lines and structures, surplus excavation shall be removed, and the street graded and put in a safe and passable condition. Settlements occurring in or adjacent to trenches shall be immediately refilled to a proper grade. Failure on the part of the Contractor to restore the street surface to the satisfaction of the Engineer may be considered a cause sufficient for suspending the applicable work until such restoration. In the event the Engineer orders the Work suspended for conditions under this Section, the expense and time, whether direct or indirect, for such suspension shall be borne solely by the Contractor and shall not be considered a suspension of work under 104.02.C.

The Contractor shall repair, restore and clean streets and other public facilities outside the Construction Limits that are affected by its operations, including hauling and delivery of materials.

If the Contract does not contain an Item 616 – Dust Control, all costs of maintenance work and dust control during construction and before the Project is accepted shall be included in the unit prices bid of the various pay items.

All costs of maintenance work during construction and before the Project is accepted shall be included in the unit prices bid of the various pay items and the Contractor shall not be paid an additional amount for such work.

**105.15 Failure to Maintain Roadway or Structures, Traffic Control Facilities and Other Appurtenance.** If the Contractor, at any time, fails to comply with the provisions of 105.14, the Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within twenty four hours after receipt of such notice, the Engineer may immediately proceed to maintain the Project site and the entire cost of this maintenance will be deducted from monies due or to become due the Contractor on the Contract pursuant to 109.14.

**105.16 Borrow and Waste Areas.** Before any borrow or waste disposal operations are to begin, the Contractor shall submit its plan for operation, control of drainage water, cleanup, shaping, and restoration of the disturbed areas and obtain the Engineer's written approval. The plan of operations shall include the following:

- A. Control of drainage water.
- B. Cleanup, shaping, and restoration of disturbed areas.
- C. Disposal of regulated materials.
- D. Avoidance of regulated areas.
- E. Excavation and filling of waste and borrow areas.
- F. Saving of topsoil.
- G. Temporary Sediment and Erosion Control BMPs required for compliance under the Clean Water Act, Ohio Water Pollution Control Act, (OWPCA) (ORC Chapter 6111), any applicable individual and/or general NPDES permit, any applicable provisions of the City of Columbus Stormwater

Drainage Manual, and the provisions of any applicable Stormwater Pollution Prevention Plan.

When it becomes necessary to locate such areas in or near streams, special precautions shall be taken.

The stability of borrow and waste areas and any damage to surrounding property resulting from movement of the area shall be the sole responsibility of the Contractor. Perform all engineering necessary to ensure long term stability of all side slopes and foundations of all borrow and waste areas. If requested by the Engineer, furnish a certification by a Registered Engineer attesting to the stability of all borrow and waste areas. Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 for all damage resulting from the instability of borrow and waste areas, the removal of borrow materials, the placement of waste materials, or the hauling of material to and from these areas is the sole responsibility of the Contractor. Repairs to approved haul roads shall be made in accordance with 105.13.

Restoration of all borrow or waste areas shall include cleanup, shaping, replacement of topsoil and establishment of vegetation cover by seeding and mulching in accordance with the requirements of Item 659 at no additional cost to the City. The restored area shall be well drained unless approval is given by the Engineer to convert a pit area into a pond or lake, in which case restoration measures shall be confined to the disturbed areas above the anticipated normal water level.

If burning is permitted under the OAC-3745-19 and ORC 1503.18, submit a copy of the Ohio EPA permit and the Ohio DNR permit to the Engineer and copies of all information used to obtain the permit.

Prior to the disposal of waste materials, submit to the City an executed copy of the contract or permission statement from the property owner. The contract or permission statement must indicate that the waste materials are not the property of the City. Further, it must expressly state that the City is not a party to the contract or permission statement and that the Contractor and property owner will defend, indemnify and hold harmless the City as provided in 107.24 relating to their contract or permission statement. The disposal of waste materials shall be in compliance with the hazardous and solid waste laws and regulations of the state of Ohio, Franklin County, Ohio, and the City of Columbus.

The cost of work described herein necessary to secure these results shall be included in the Contract Price bid for these items to which they apply.

**105.17 Use of Fire Hydrants.** In accordance with City Code and the Division of Power and Water rules and regulations, the Contractor shall obtain the proper hydrant permits(s), and pay any applicable fees, for the use of hydrants(s) deemed necessary for work performed under this Contract. Permit(s) must be obtained from the jurisdiction owning and maintaining the hydrant (for areas outside Columbus corporation limit) and from the Division of Power & Water (Water) Permit Office. The Contractor shall adhere to all rules and regulations governing said permit and must have the original permit on site anytime in which the hydrant is in use.

Cost of the permit and application fees shall be included in the various bid items.

## 105.18

**105.18 Moving of Equipment.** Non-rubber tired vehicles or equipment shall not be moved on City streets. Permits to do so must be obtained from the Department of Public Service, Division of Planning and Operations.

## 105.19 Construction and Demolition Debris, Vegetative Debris, and Clean Soil.

**A. Construction Demolition and Debris.** The Contractor shall manage Construction and Demolition Debris generated in carrying out the Work in compliance with the requirements of ORC Chapter 3714, OAC Chapter 3745-400, the regulations of the Franklin County Board of Health, and the City of Columbus Health Code. The Contractor shall dispose of Construction and Demolition Debris at a licensed Construction and Demolition Debris facility or as otherwise authorized in OAC 3745-400-04.

The Contractor shall maintain records establishing compliance with ORC Chapter 3714, OAC Chapter 3745-400, the regulations of the Franklin County Board of Health, and the City of Columbus Health Code in the management and disposal of Construction and Demolition Debris generated in carrying out the Work.

**B. Clean Hard Fill.** The Contractor shall manage and/or dispose of Clean Hard Fill generated in carrying out the Work in compliance with the requirements of OAC 3745-400-05 and as follows:

1. Recycle the Clean Hard Fill into a usable construction material if allowed by the Contract Documents;
2. Dispose of the Clean Hard Fill in licensed construction and demolition debris or other waste facilities;
3. Use the Clean Hard Fill in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on the site of generation if allowed by the Contract Documents; or
4. Use the Clean Hard Fill in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on a site other than the site of generation, if allowed by the Contract Documents provided that:
  - a. The Contractor shall provide a written "Notice of Intent to Fill" to each licensing authority where the clean hard fill is to be placed. The notification shall be received by each local licensing authority with sites to be filled, at least seven days prior to filling as required by division (F) of Section 3714.13 of the Revised Code. The Contractor shall provide a new Notice of Intent to Fill if there are any changes in the information required for notification under OAC 3745-400-05.

The Notice of Intent to Fill shall state:

- i. The nature of the fill material, the site(s) to be filled;
- ii. When filling will begin and end; and
- iii. The telephone number of the Contractor.

Clean Hard Fill generated in Franklin County, Ohio and that is hauled off the site at which the fill was generated must be hauled by a waste hauler registered with the

Franklin County Board of Health in a vehicle permitted by the Franklin County Board of Health.

The Contractor shall maintain records establishing compliance with OAC 3745-400-05, the regulations of the Franklin County Board of Health, and the City of Columbus Health Code in the management and disposal of Clean Hard Fill generated in carrying out the Work.

**C. Vegetative Debris.** Trees, brush, stumps, tree trimmings, branches, weeds, leaves, grass, shrubbery, yard trimmings, crop residue, and other vegetative debris generated in the clearing and grubbing of a construction site in the course of performing the work shall be managed and disposed of as follows:

1. If specifically allowed by the Contract Documents, vegetative debris generated in the clearing and grubbing of a construction site in the course of performing the Work may be used as fill material at the site on which such debris was generated, either alone or in conjunction with clean soil, sand, gravel, or other clean aggregates, in legitimate fill operations for construction purposes or to bring the site up to a consistent grade;
2. Vegetative debris not used in legitimate fill operations at the site of generation shall be disposed of at a licensed yard waste composting facility in compliance with the requirements of OAC 3745-27- 45; or
3. Vegetative debris not used in legitimate fill operation at the site of generation shall be disposed of at a licensed solid waste disposal facility if a yard waste compost facility has refused to accept the vegetative debris and the Contractor obtains a Refusal of Acceptance form.

The Contractor shall maintain records establishing compliance with OAC Chapter 3745-27 in the management and disposal of vegetative debris generated in carrying out the Work.

**D. Clean Soil.** Clean Soil generated in the City of Columbus or Franklin County, Ohio shall be managed and disposed of in compliance with the provisions of the City of Columbus Health Code and the regulations of the Franklin County Board of Health and as follows:

1. If allowed by the Contract Documents, use the Clean Soil in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on the site of generation if allowed by the Contract Documents; or
2. If allowed by the Contract Documents, use the Clean Soil in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on a site other than the site of generation, if allowed by the Contract Document; or
3. Dispose of the Clean Soil at a registered clean fill disposal site.

Clean Soil generated in Franklin County, Ohio and that is hauled off the site at which the fill was generated must be hauled by a waste hauler registered with the Franklin County Board of Health in a vehicle permitted by the Franklin County Board of Health.

The Contractor shall maintain records establishing compliance with OAC Chapter 3745-27, the regulations of the Franklin County Board of Health, and the City of

**105.19**

Columbus Health Code in the management and disposal of clean soil generated in carrying out the Work.

If the Project contains garbage or solid and hazardous waste, the Contract Documents will detail the removal of these items in compliance with Ohio's solid and hazardous waste laws and regulations, the regulations of the Franklin County Board of Health, and the City of Columbus Health Code.

When wasting PCC, mix the PCC with at least 30 percent natural soil to construct an inner core in the waste area. Cover this inner core with 3 feet (1.0 m) of natural soil on the top and 8 feet (2.4 m) on the side slopes. Place and compact the material according to 203.06.D to prevent future settlement and sliding.

When the wasting of clean hard fill is allowed, comply with all the requirements of this Section and 105.16.