

100 GENERAL PROVISIONS

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107.01 Laws to be Observed. The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decrees of authorities having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or employees.

The Contractor agrees that in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no Contractor or subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the United States in the employment of labor or workers, who is qualified and available to perform the work to which the employment relates. That no Contractor, subcontractor, nor any of their employees or agents shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, sex, creed or color.

107.02 Permits, Licenses and Taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Prior to the closure of or working in or on any portion of a street the Contractor shall obtain a permit from the Department of Public Service, *Transportation* Division.

The Contractor shall include and pay all state and local sales, consumer and use taxes. Materials purchased for incorporation into the work will be exempt from state and local sales tax. A sales tax exemption certificate will be issued by the City at the request of the Contractor.

107.03 Patented Devices, Materials and Processes. If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, suitable legal agreement(s) with the patentee or owner, shall be provided for such use. The Contractor and the Surety shall indemnify and save harmless the City, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process or any trademark or copyright, and shall indemnify the City for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution of after the completion of the work.

It is intended that the Bidder in addition thereto, bid on one or more patented or non-patented devices, materials and processes as alternates when provided in the Proposal which may be bid upon and furnished by the Bidder in lieu of the patented devices, materials and processes specified in the Proposal.

In the case of patented pavements and wearing courses, where royalties, licensing and proprietary service charges exacted or to be exacted by the patentees are published and certified agreements are filed with the City, guaranteeing to prospective Bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented payments may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

107.04 Restoration of Surfaces Opened by Permit. The right to construct or reconstruct any utility service in the roadway or street or to grant permits for same, at any time, is hereby expressly reserved by the Director, and the Contractor shall not be entitled to any damages either for the digging up of the street or for any delay occasioned thereby.

Any individual, firm, or corporation wishing to make an opening in the street must secure a permit. The Contractor shall allow parties bearing such permits, and only those parties, to make openings in the roadway. When ordered by the Engineer, the Contractor shall make in an acceptable manner all necessary repairs due to such openings and such

necessary work will be paid for as extra work, or as provided in these specifications, and will be subject to the same conditions as original work performed.

107.05 Federal Aid Provisions. When the United States Government pays all or any portion of the cost of a project, the Federal laws and the rules and regulations made pursuant to such laws must be observed by the Contractor and the work shall be subject to the inspection of the appropriate Federal Agency.

Such inspection shall in no sense make the Federal Government a party to this contract and will in no way interfere with the rights of either party hereunder.

107.06 Sanitary Provisions. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees and City representatives as may be necessary to comply with the requirements of the State and local Board of Health, or of other authorities having jurisdiction.

107.07 First Aid. The Contractor shall provide and keep upon the work a completely equipped First Aid Kit and shall provide ready access thereto at all times when workers are employed on the work. The Contractor shall designate some proper person or persons to be in charge of first aid work and shall cause such person or persons to receive proper instructions therein.

107.08 Public Convenience and Safety. The Contractor shall at all times so conduct contract work as to assure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the street and the protection of persons and property shall be provided for by the Contractor as specified under Section 104.05.

The Contractor shall provide and maintain safeguards, safety devices and protective equipment and take any other needed actions as may be necessary to protect the public and property in connection with the work.

The presence of barricades or lights, provided and maintained by any party other than the Contractor, shall not relieve the Contractor of this responsibility.

107.09 Barricades and Warning Signs. Temporary traffic control devices and facilities shall be furnished, erected, maintained and paid for in accordance with the provisions of Item 614, Maintaining Traffic. All traffic control devices shall conform to Part 7 of the OMUTCD for Streets and Highways as amended, as required under Section 4511.09 ORC. The provisions of this item and this section shall not in any way relieve the Contractor of any of his legal responsibilities or liabilities, for the safety of the public.

107.10 Maintenance of Traffic. All work shall be performed in accordance with Standard Specifications Item 614 except that unless an item for maintaining traffic is

included in this contract, the cost of this work shall be included in the prices bid for the various items of the Contract and there will be no separate payment made therefore.

To avoid interruption of bus and coach operations, the Contractor shall give sufficient advance notice to the company or companies concerned, to permit rerouting of lines, if necessary, prior to the commencement of work.

When material is piled in the gutters, suitable drains of sufficient size to carry all the storm water flowing in the gutters, shall first be laid. Where the drainage from cross streets or alleys is interfered with or cut off by reason of the nature of the work, suitable crossings shall be provided for pedestrians. No material shall be piled within 20 feet (6.0 m) of any fire hydrant.

The Contractor shall notify the Columbus Fire and Police Divisions whenever a street or section of street is about to be closed to traffic and also when it is to be opened.

107.11 Use of Explosives. When and if it is necessary, for the prosecution of the work to be done under this Contract, to resort to blasting with explosives, the Contractor shall use the highest degree of care and adequate protective measures so as not to endanger life, completed portions of the Contract project, and all other property, both public and private. Before conducting any blasting operations, the Contractor shall furnish the Engineer, in writing, a schedule of intended blasting operations and it shall give the Engineer prior written notification of any changes in such schedule. Contractor shall provide proof of special hazard insurance as set forth under Subsection 103.08 of these specifications.

The use, handling, storage and transportation of explosives shall conform and be in accordance with the applicable requirements and/or provisions of:

1. the latest revision of "State of Ohio Administrative Code Chapter 4121:1-3," issued by the Department of Industrial Relations and the Industrial Commission of the State of Ohio
2. the Ohio Explosive Laws, Section 3743.01 - 3743.26 of the ORC and amendments thereto;
3. local regulations; and
4. as specified herein.

The Contractor shall secure a written permit from the Department of Public Safety, Division of Fire, of the City of Columbus before any blasting work is begun.

Except in the case of continuous tunnel operations, all blasting shall be conducted during daylight hours only with the provision that, when required by the Engineer, blasting shall be limited to certain daylight hours.

All shot firing shall be done by IME approved electrical or non-electric blasting systems which allows the blaster to control the exact moment in which firing of the shot will occur. The Contractor shall make suitable provisions to prevent the scattering of broken rock, earth, stones or other material during blasting operations.

107.12 Protection and Restoration of Property. The Contractor shall be responsible for the preservation of all public and private property.

The Contractor shall be responsible for all damage or injury to property during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in any manner or method of executing the work, or at any time due to defective work or materials.

Dust, mud, noise or other nuisance originating from any plant operations either inside or outside the right-of-way shall be controlled by the Contractor in accordance with local ordinances and regulations at the sole expense of the Contractor.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work; or in consequence of the non-execution thereof by the Contractor, shall restore, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by the Engineer, or shall make good such damage or injury in an acceptable manner. The cost of all work associated with said restoration shall be at no additional cost to the City.

When mail boxes, road or street name signs and supports interfere with construction, the Contractor shall remove and erect them in temporary location during construction in a manner satisfactory to and as directed by the Engineer. After completion of the construction and before final acceptance of the project the Contractor shall erect the mail boxes, road or street name signs and supports in a permanent location in accordance with the plans unless otherwise directed by the Engineer. This work shall be considered a subsidiary obligation of the Contractor and will not be paid for separately.

Removal, temporary erection and permanent erection of mail boxes shall be in accordance with U.S. postal regulations.

The Contractor shall cooperate with the Engineer in protecting and preserving cornerstones and monuments that may be within the right-of-way. The Contractor shall not start grading or resurfacing operations until the Engineer has referenced all known cornerstones, monuments, and land markers in the area to be improved. Monuments,

cornerstones and land markers unexpectedly encountered shall be protected, referenced and preserved in the same manner.

When cornerstones, monuments and land markers are encountered in the performance of the work, and monument covers are not listed in the proposal, the City will furnish them and supervise their precise location and installation, and the Contractor will furnish all the labor, tools and other materials required incidental to such installations. Any labor, tools and materials so furnished shall be paid for as force account work.

The cost to the City for repair, re-evaluation of location and replacement of any cornerstone, monument or land-marker within the project, damaged, destroyed, or made inaccessible during the progress of the work by the Contractor or Contractor's employees, in violation of these provisions, is a charge deductible from any estimate payable on account of the work.

When tree trimming and/or tree removal is necessary on City property, the Contractor shall obtain the appropriate permits from the City Department of Recreation and Parks, Forestry Division, When tree trimming and/or tree removal is necessary in easements, right-of-way and/or on private property, the Contractor shall comply with the requirements of Section 201 of these specifications.

107.13 Responsibility for Damage Claims. The Contractor and Surety shall save harmless the City of Columbus and all of its representatives or any participating railroad or railway company, from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement or on account of any act or omission, by the Contractor, or its agents and they shall pay any judgment obtained or growing out of any claims or suits.

107.14 Contractor's Responsibility for Work. Until final written acceptance of the project by the Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, from vandalism from vehicular accidents, or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of the public enemy or governmental authorities.

In case of suspension of work by the Contractor, or under the provisions of 105.09, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project, provide for adequate drainage and shall erect any necessary temporary structures, signs, or other facilities at the Contractor's

expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seeding, and sodding furnished under the Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

107.15 Contractor's Responsibility for Utility Property and Services. At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, and power companies, or are adjacent to private wells, private wastewater disposal facilities, *private stormwater conveyance systems* and other utilities or property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their protection and in removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to water lines, private water wells, private wastewater disposal facilities or utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If water or sewer service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

107.16 Furnishing Right-of-Way. The City will be responsible for the securing of all necessary rights-of-entries in advance of construction deemed necessary by the City. Any exceptions will be indicated in the contract.

107.17 Personal Liability of Public Officials. In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the Director or authorized representatives, either personally or as officials of the City, it being understood that in all such matters they act solely as agents and representatives of the City.

107.18 No Waiver of Legal Rights. Neither the inspection by the Engineer, nor by any inspector or duly authorized City representatives, nor any order, measurements, or certificate by the Director, or said representatives, nor any order by the Director for the payments of money, nor any payment for, nor acceptance of any work by the Engineer nor any extension of time, nor any possession taken by the City or its duly authorized representatives, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided; nor shall any

waiver of any breach of this Contract be held to be a waiver of any other subsequent breach.

107.19 OSHA. All Contractors shall comply with the provisions of the Occupation Safety and Health Act of 1972 and all amendments thereto.

107.20 Litigation. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio, and the law of Ohio shall govern.