

100 GENERAL PROVISIONS

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105.01 Authority of the Director. The Director will decide all questions which may arise as to the quality and acceptability of materials furnished, work performed and rate of progress; all questions which may arise as to conformity with plans, specifications and other contract documents; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; all questions which may arise as to interpretation of the plans, specifications, and other contract documents.

105.02 Plans and Working Drawings. Plans will show location and design details of all structures, lines, grades, and typical cross sections of roadways, conduits and all other items required by Contract. The Contractor shall keep one set of plans available on the work at all times.

The Contractor shall be responsible for the furnishing of copies of plans, specifications and special provisions, or the necessary portions thereof, to subcontractors and parties furnishing labor, materials and equipment for a project.

The plans will be supplemented by such working drawings as are necessary to adequately control the work. Working drawings for structures shall be furnished by the Contractor and shall consist of such detailed plans as may be required to adequately control the work and are not included in the plans furnished by the City. All working drawings must be approved by the Engineer and such approval shall not operate to relieve the Contractor of any responsibility under the contract for the successful completion of the work. Where work consists of repairs, extensions or alterations of existing structures, the Contractor shall make such measurements of original construction as may be required to accurately join old and new work. Any measurements which may appear upon the plans to indicate the extent and nature of such repair or extension shall not relieve the Contractor of this responsibility.

The contract price will include the cost of furnishing all working drawings.

105.03 Conformity with Plans and Specifications. 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.

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 change order which will provide for an appropriate adjustment in the contract price for such work or materials as is deemed necessary to conform to the determination based on engineering judgment. Any such change order must be incorporated into a contract modification as provided in Section 104.04 of these specifications.

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 have 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.

Upon the order of the Director, failure of the Contractor to follow the order of the Engineer, pursuant to this section, shall give the City the unqualified right to supply the materials for the finished product and perform the labor 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 Director.

105.04 Coordination of Plans, Specifications, Supplemental Specifications and Special Provisions. These specifications, the supplemental specifications, the plans, special provisions, proposal, standard drawings and all supplementary documents are essential parts of the Contract, 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, calculated dimensions will govern over scaled dimensions, plan notes will govern over specifications, supplemental specifications will govern over specifications; proposals and special provisions will govern over both specifications and plans.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. 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 plans and specifications.

105.05 Cooperation by Contractor. The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, inspectors and other Contractors in every way possible. The Contractor shall attend progress meetings when requested by the Engineer.

The Contractor shall have on the project at all times a competent superintendent, acting as an authorized agent, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or an authorized representative. 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.

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 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 to the City.

The Contractor agrees to confine the work under this contract to the strict dimensions of easements, rights-of-way, or other work area authorized in writing by the City. Any failure of the Contractor, or the Contractor's agents, servants and employees to restrict the work in the defined area shall be the sole liability and responsibility of the Contractor who further agrees to save the City harmless from any activity of the Contractor's agents, servants, employees and subcontractors where such activity concerning work under this contract extends beyond the defined work area. The Contractor also agrees that where operations extend outside prescribed work areas, the City has the absolute right to suspend the work unless written evidence indicates permission from the property owner.

If the Contractor disperses any or all of its equipment to an area outside the work limits of the project, for any reason whatsoever, the re-mobilization of the equipment back to the work area shall be at the Contractor's expense. If the Contractor has been granted permission by the Director to remove said equipment from the work area, then, at the discretion of the Director, consideration may be given as to the amount of the City's participation, if any.

105.06 Work Hours. The Contractor and any and all subcontractors agree that all work on this Contract shall be performed only during the period from 1/2 hour before sunrise and 1/2 hour after sunset as sunrise and sunset are determined by the U.S. National Weather Service.

105.07 Night Work, Work on Sunday and National Holidays. No work will be permitted at night, on Sunday and/or National Holidays as listed in Section 101.35. Authorization to work at night, on Sunday and/or National Holidays shall only be upon written permissions of the Director or as detailed in the Contract Documents.

Requests to work at night, on Sunday and/or National Holidays must be made in writing 3 working days prior to the night, Sunday and/or Holiday work.

The Contractor is advised, however, that if permission is granted by the Director, all work at night, on Sunday and/or National Holidays must be in accordance with the City's Noise Ordinance unless such requirements have been waived by action of City Council.

Failure of the Contractor to comply or failure of the Contractor to control any and all of its subcontractors for work under the contract to comply with the above provisions shall be cause to make all such work performed subject to removal and replacement at no additional expense to the City.

105.08 Cooperation with Utilities. During the course of plan preparation for an improvement, the City shall notify all utility companies, all pipe line 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 limits of construction made as soon as possible so as not to interfere with the progress of the work. During the course of construction, the Contractor shall be solely responsible to notify any utility or other service when such service is encountered as provided hereinafter.

The Contractor shall be solely and completely responsible for all above ground utilities, structures, and appurtenances, in regard to protection or replacement of same. The Contractor shall also be solely responsible for below ground utilities, structures, and appurtenances that may be accurately located by removing manhole covers, valve box covers, and other access point coverings, with reasonable effort using hand tools for such removal. Cost of protecting and/or replacing the utilities, structures, and appurtenances

covered by this paragraph shall be borne solely by the Contractor and included in the various bid items in the Contract.

Existing surface or overhead structures or utility lines are not necessarily shown on the drawings 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 this Contract.

Existing subsurface structures or utility lines including sewer service connections but excluding all other service connections, which may be encountered during the construction of the work embraced under this Contract or are located in such close proximity to the work under this Contract as to require special precautions or methods for their protection, such as sewers, drains, sewage force mains, water mains, gas mains, telephone and electric conduits, private wells, private wastewater disposal systems, *and private stormwater conveyance systems* together with appurtenances, are shown in plan on the drawings, insofar as there is public record of their existence. The sizes, locations and depths shown are only approximately correct and the Contractor shall make such investigations or explorations as may be necessary to verify the accuracy of the information given. Furthermore, it is recognized that the exact locations of water mains are unknown, hence the Contractor shall, if so ordered, uncover and locate these mains ahead of the excavation for the work required by these specifications.

In accordance with Section 153.64 of the ORC, at least 2 working days prior to commencing construction operations, the Contractor shall notify the Engineer, the registered utility protection service and the owners of each underground and overhead utility facility not members of the registered utility protection service.

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 which are to be relocated or adjusted are to be moved by the owners at their expense, except as otherwise provided for in the special provisions or as noted on the plans.

Water mains, services and appurtenances owned and/or maintained by the Division of Water, Department of Public Utilities, City of Columbus, Ohio shall be adjusted as indicated on the drawings or as specified at the Contractor's cost and expense in a manner approved by the Division of Water, and no separate payment will be made unless a separate item is included in the Contract therefore.

In the event that the work requires a shut-off of water or any other 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 48 hours prior to such shut-off unless otherwise directed by the Engineer.

All shut-offs and turn-ons will be made under the direction and supervision of Division of Water personnel or personnel of any other 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.

The cost for this work shall be included in the price bid for the various items in the Contract and no additional payment will be made.

It is understood and agreed that the Contractor has considered in the contract bid all permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from said utility appurtenances or the operation of moving them, except that in those cases where, after written notification from the Contractor, the Director determines that the character of the work to be performed or the cost thereof or the time provided therefore has been materially changed by such delays without the fault or negligence of the Contractor, an equitable adjustment shall be made.

If, through no fault of the Contractor, the progress of contract work is delayed for an unreasonable length of time from that proposed in the progress schedule of Section 108.03, because of 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 contract work progress.

It is the complete responsibility of the Contractor to determine the exact location of each, every and all substructures and utility lines of public utility facilities including but not limited to water, sewer, traffic, and electricity pipes or conduits shown on the plans including services lines not shown whether or not located on private property, public property, public or private right of ways, or public or private easements and of all surface or overhead structures, including but not limited to utility lines, telephone or electrical poles, growing things such as trees, sidewalks and driveways.

Any damage done directly or indirectly to the above mentioned items as a result of the progress of the work done under this contract, whether done by the Contractor or its agents, servants or employees, or by the Contractors' subcontractor(s), whether such damage results from negligence or otherwise and whether the damage is to private or public property or real or personal property shall be and hereby agrees that it is the Contractor's sole responsibility to pay the entire cost thereof. The Contractor further agrees to save the City harmless from any expense incurred thereby as stated in this section.

Failure of the Contractor to pay the entire cost as stated above within 30 days or in the event litigation arises as a result of damage as aforesaid shall give the Director the unqualified right to deduct and withhold the entire amount of damages from the cost of

this Contract and City might sustain in the opinion of the Director from said damages until said damages are liquidated and the City is kept whole from any such expense.

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 30 days, any excess amount over the liquidated amount of damages paid by the City or judgments and costs of litigation the said 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.

105.09 Cooperation Between Contractors. The City reserves the right at any time to contract for and perform other or additional work on or near the work covered by the Contract.

When separate contracts are awarded within the 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.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its Contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by it because of 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.

105.10 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 2 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 price stipulated for doing the work called for in the Contract.

All construction staking, including privately funded projects shall be performed under the supervision of a registered Professional Engineer or Land Surveyor. All field notes, cut sheets, etc., shall be submitted to the City upon request.

When the proposal contains a lump sum for Item 623 Construction Layout Stakes, the City will locate and reference the centerline of the project outside the construction limits and establish bench marks, and the Contractor shall furnish and place construction layout stakes for the project, all in accordance with the provisions of Item 623.

105.11 Photographs and Videos. From time to time during the progress of the work, photographs or videos of the work may be taken by the Engineer, inspectors or other duly authorized City personnel or agents, at no expense to the Contractor. The Contractor shall, however, 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 of Columbus, Ohio. 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.

105.12 Authority and Duties of Project Engineer. The Project Engineer has immediate charge of the engineering details of each construction project and is responsible to insure that the Contractor satisfactorily administers and completes the project. The Project Engineer has the authority to reject defective material and to suspend any work that is being improperly performed.

The Project Engineer will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of the Contract, for failure to carry out orders; for such periods as may be deemed necessary due to unsuitable weather. The suspension of the work for the above reasons does not relieve the Contractor of responsibility according to Section 107.14.

In the event the Project Engineer orders the work suspended for unsafe conditions, whether they be unsafe to workers or the public, or unsuitable weather, use of defective material not in conformity with the specifications or because work is being improperly performed, the expense, whether direct or indirect for such suspension shall be borne solely by the Contractor.

105.13 Authority and Duties of the Inspector. Inspectors employed by the City are authorized to inspect all work and materials furnished. Such inspection 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 reject materials which do not meet specification requirements or suspend the portion of the work involved until any question at issue can be referred to and decided by the Engineer. The Inspector is not authorized to issue instructions contrary to the plans and specifications, or to act for the Contractor.

105.14 Inspection of Work. All materials and each part or detail of the work shall be subject to inspection by the Project Engineer. The Project Engineer, inspector or duly authorized City agent 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.

If the Project Engineer requests it, the Contractor, at any time before acceptance of the work, 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 specifications. 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, will be at the Contractor's expense.

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 material shall not in any way prevent later rejection when such defects be discovered, or obligate the City to final acceptance.

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 in no sense make any unit of government or political subdivision or railroad or any corporation a part to this contract, and shall in no way interfere with the rights of either party hereunder.

105.15 Removal of Unacceptable and Unauthorized Work. All work which does not conform to the requirements of the Contract 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 final acceptance of the work, shall be removed immediately and replaced in an acceptable manner.

No work shall be done without lines and grades having been given by the City. Work done contrary to the instructions of the Project Engineer, work done beyond the lines shown on the plans, or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will 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 on the part of the Contractor to comply with any order of the Project Engineer under the provisions of this section, the Project Engineer will 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.

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

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction will 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 Project 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. The Contractor shall be responsible for all damage done by its or subcontractor's equipment.

105.17 Maintenance During Construction. The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway, conduits or structures are kept in satisfactory condition at all times.

In the case of a Contract for the placing of a paving course upon a roadway subgrade previously constructed, the Contractor shall maintain the previous paving course or subgrade during all construction operations.

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 shall be considered a cause sufficient for stopping the construction work until such restoration shall be made and no extension of contract completion time will be granted.

If the contract does not contain an Item 616, 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.

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

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 will not be paid an additional amount for such work.

105.18 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 Section 105.17, the Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may immediately proceed to maintain the project and the entire cost of this maintenance will be deducted from monies due or to become due the Contractor on this contract.

105.19 Borrow and Waste Areas. The terms borrow area and waste area as used in these specifications refer to locations outside the right-of-way from which natural materials are removed for use in the work or upon which materials from the work are to be deposited as waste.

Before any borrow or waste disposal operations are to begun, the Contractor shall submit its plan for operation, control of drainage water, cleanup, shaping, and restoration of the disturbed areas and obtain the Project Engineer's written approval. The plan of operations shall include the saving of topsoil, and proposed measures to keep sediment and other contaminants from entering streams, lakes, and reservoirs by the use of methods such as diversion channels, dikes, sediment traps, and vegetation covers, etc. 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.

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 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.

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.

105.20 Use of Fire Hydrants. The Contractor shall make the proper arrangements with the Division of Fire and the Division of Water for the use of fire hydrants when used for work performed under this Contract.

Before the final estimate is paid, the Contractor shall submit a letter from the Division of Water to the *Transportation* Division or the Administrator of the Division

under which the project is being performed stating that the Contractor and all subcontractors have returned the Siamese Valve to the Division of Water and paid all costs arising from the use of the fire hydrants.

105.21 Claims for Adjustment and Disputes. If, in any case, the Contractor deems that additional compensation is due for work or material not clearly covered in the Contract or not ordered by the Director as extra work, as defined herein, the Contractor shall notify the Engineer in writing of its intention to make claim for such additional compensation before beginning the work on which the claim is based. If such notification is not given, and the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost of aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Director, is found to be just, it will be paid as extra work as provided herein for force account work and be incorporated into an appropriate contract modification. Nothing in this subsection shall be construed as establishing any claim contrary to the terms of Section 104.02.

105.22 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, *Transportation* Division.