

100 GENERAL PROVISIONS

The State of Ohio Specifications shall be amended to add:

All references to the Director, the Director of Transportation, the Assistant Directors of Transportation, the Deputy Director of the Division of Construction, the Deputy Director of the Division of Operations, the Deputy Director of the Division of Planning and Design, the Deputy Director of the Division of Rail Transportation Development, the Deputy Director of the Division of Urban Mass Transportation, the Deputy Director of the Division of Water Transportation, the Engineer of Bridges, the Engineer of Construction, the Engineer of Maintenance, the Engineer of Tests, or the Chief of the Bureau of Aviation, shall be considered to read the City Manager, as defined in Section 101.073.

All references to the State, the State of Ohio, the Department, the Department of Transportation, or the Transportation Department shall be considered to read the City, as defined in Section 101.072.

All references to Sections of the Ohio Revised Code (ORC) or Director's Journal Entry shall be omitted, and in lieu thereof the applicable Sections of the Cincinnati Municipal Code shall prevail, except as noted herein.

SECTION 101 - DEFINITIONS AND TERMS

- 101.01 Abbreviations**
- 101.072 City**
- 101.073 City Manager**
- 101.074 City of Cincinnati Department of Purchasing**
- 101.075 C.W.W. Distribution Storage Yards**
- 101.076 Cincinnati Fire Department**
- 101.077 C.W.W. Inspector**
- 101.078 C.W.W. Plans**
- 101.079 C.W.W. Standard Drawings**
- 101.081 C.W.W. Director**
- 101.18 Engineer**

- 101.25 Laboratory**
- 101.31 Project**

101.36 Right of Way

101.37 Road

101.411 Rules and Regulations of the C.W.W.

101.48 Street

101.481 Standard Drawings

101.01 Abbreviations. Add: C.W.W. Cincinnati Water Works.

101.072 City. The City of Cincinnati, acting through the City Manager or the designated representative of the City Manager or independent board or commission and the head of the department or division under whose direction the work is being performed.

101.073 City Manager. The City Manager of the City of Cincinnati acting in the official capacity on behalf of the City of Cincinnati, or a duly authorized agent.

101.074 City of Cincinnati of Purchasing Department. The Purchasing Agent for the City. Standard specifications available at One Centennial Plaza, 705 Central Avenue, Suite 200 or as listed in the bid document.

101.075 C.W.W. Distribution Storage Yards. C.W.W. material storage facilities at 3845 Eastern Avenue and 4747 Spring Grove Avenue, Cincinnati, Ohio.

101.076 Cincinnati Fire Department. Fire hydrant storage yard at 3001 Spring Grove Avenue.

101.077 C.W.W. Inspector. The Cincinnati Water Works Inspector acting in behalf of the Director of the Water Works.

101.078 C.W.W. Plans. Plans, profiles, cross-sections, working drawings, detail drawings, and tabulated laying schedules approved by the C.W.W., which show the locations, character, dimensions, and details concerning the construction of water mains, appurtenances, and associated work.

101.079 C.W.W. Standard Drawings. The City of Cincinnati, Department of the Water Works Engineering Division Standard Drawings available from the Director of Water Works Engineering Records Section, 4747 Spring Grove Avenue.

101.081 C.W.W. Director. The Director of Water Works acting in the official capacity as the duly authorized agent of the City Manager.

101.17 Emergency. Any situation or condition that constitutes, in the opinion of the City, such a threat to people or property that warrants action by the City without notice to the Contractor. Written declaration of emergency shall be provided to the Contractor after the fact and within one week of the Contractor's request.

101.18 Engineer. The City Engineer of the City of Cincinnati or the Director of the City Department or division head for which work is being done or the project engineer assigned to administer the contract or their duly authorized representative.

101.25 Laboratory. A reputable testing laboratory delegated by or acceptable to the City Manager for rendering testing and inspection services on a contract where these Specifications govern.

101.31 Project. The specific section of the work together with all appurtenances and construction to be performed thereon under the contract.

101.32 Public Works Inspector. Individual assigned by the Engineer to administer the contract or permit with authority to reject nonconforming work and to suspend the contractor's operations due to unsafe operations by the contractor.

101.36 Right of Way. A general term denoting land, property, or interest therein, acquired for or devoted to a street. City owned or dedicated property for passage of the public.

101.37 Road. Delete.

101.411 Rules and Regulations of the C.W.W. "Cincinnati Water Works Laws, Ordinances, Rules and Regulations" available from the Superintendent of the Commercial Division, 4747 Spring Grove Avenue.

101.412 Rules and Regulations of the City Stormwater Management Utility. "Cincinnati Stormwater Laws, Ordinances, Rules and Regulations" available from the City Stormwater Engineer, One Centennial Plaza, 705 Central Avenue, Suite 400.

101.48 Street. Street shall mean Street as defined in Section 721-1-51 of the City of Cincinnati Municipal Code.

101.481 Standard Drawings. The City of Cincinnati, Department of Public Works, Engineering Division; the City of Cincinnati, Metropolitan Sewer District; the City of Cincinnati, Department of Public Works, Division of Traffic Engineering, Cincinnati Water Works, and the City of Cincinnati, Metropolitan Sewer District, Division of Stormwater Management may from time to time publish drawings that describe standard requirements, details, and materials that must be incorporated as applicable to the contract or permit.

101.482 Street Restoration Book. Rules & regulations issued by the City Engineer that regulate activities and materials within the street.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.01 Prequalification of Bidders

102.03 Issuance of Proposals

102.05 Examination of Plans, Specifications, Special Provisions, and Site of Work

102.06 Preparation of Proposal

- 102.08 **Proposal Guaranty**
- 102.10 **Withdrawal of Proposals**
- 102.11 **Combination or Conditional Proposals**
- 102.13 **Disqualification of Bidders**

102.01 **Prequalification of Bidders.** Delete.

102.03 **Issuance of Proposals.** Delete.

102.05 Examination of Plans, Specifications, Special Provisions, and Site of Work. The Bidder is expected to examine carefully the site of the proposed work, the proposal, plans, specifications supplemental specifications, special provisions, general conditions, addenda and contract forms, before submitting a proposal. The submission of a bid shall be considered evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, supplemental specifications, special provisions, general conditions, addenda and contract.

Subject to public safety and convenience, prospective Bidders will be permitted to explore the site of the work by borings or test pits, permits for which will be issued by the Engineer. Explorations shall be at the sole risk and expense of the Bidder, and under conditions of maintaining and restoring safety.

Where the plans indicate that test borings have been made, samples and logs of these test borings which the City has caused to be made for its own information by the Laboratory are available to the view of any prospective Bidder provided the Bidder signs an explicit waiver of liability on the part of the City, should any discrepancies later appear between the samples or logs and the actual materials that are encountered. The City does not guarantee the accuracy of any information or samples which it may have obtained from soil borings or test pits, nor does it make any representation of soil or foundation conditions or materials, nor does it represent that drawings may not be modified to meet changes in soil conditions encountered as the work progresses. The Contractor must inspect the site of the proposed work, and must assume all risk as to the nature and behavior of the material which may be encountered in excavation, whether apparent on the surface or disclosed only in the course of the work.

102.06 Preparation of Proposal. The first paragraph shall be changed as follows: The Bidder shall submit the Bid upon the forms contained in the "Bid Document". The Bidder shall specify the amount of labor and materials, in figures, in the columns provided for the purpose, for each unit of each pay item for which a quantity is given and shall also show the sum of labor and materials costs, in figures, in the column provided for that purpose. the Bidder shall list the unofficial total of the bid on the line provided at the end of the proposal items for this purpose.

102.08 Proposal Guaranty. No proposal will be considered unless accompanied by a bid surety or certified check drawn on a solvent bank in an amount not less than ten percent of the Bidder's Proposal. In no event shall the amount of the Proposal Guaranty be less than \$500.00. Computer documents generated or facsimiles may satisfy this requirement provided that substantive protection as specified herein is provided by the bidder.

102.10 Withdrawal of Proposals. A Bidder may withdraw or modify the Contractor's Proposal, provided the request in writing is in the hands of the City Purchasing Agent by the time limit set for receiving Proposals. Such communications shall be marked so as to indicate their nature and will be read aloud at the bid reading before any of the Proposals are opened. When the Proposal affected by such a communication is opened, it will be returned to the Bidder or modified in accordance with the communication.

102.11 Combination or Conditional Proposals. No combination bid considered except as set forth in bid document.

102.13 Disqualification of Bidders. Delete.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.01 Consideration of Proposals

103.02 Award of Contract

103.05 Requirement of Contract Bond (Performance Surety)

103.06 Execution of Contract

103.08 Local Headquarters

103.01 Consideration of Proposals. Delete this section of the State specification and substitute: After the Proposals have been opened and read, the separate prices bid for labor and material will be checked against the total price bid for each item. If any error exists, the total combined unit price will be used, except in cases where the Bidder's intent is plainly indicated to be otherwise. However, the City reserves the right to reject any bid in which, in its opinion, the Bidder's intent is uncertain. After the unit prices have been checked, extensions will be made and totals will be computed and compared.

The right is reserved to reject any or all Proposals, to waive technicalities or to advertise for new Proposals, if in the judgment of the City Manager or independent Boards or Commissions the best interests of the City will be promoted thereby.

103.02 Award of Contract. Delete this section of the State specification and substitute: The award of the Contract, if it be awarded, will be made to the lowest or best Bidder whose Proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the Bidder to whom it is proposed to award the Contract.

The City Manager reserves the right to require the Bidder to present satisfactory evidence that the Bidder has been regularly engaged, as either principal or superintendent, in the business of construction work similar to that proposed herein. Also, to require the Bidder to present satisfactory evidence that the Bidder is fully prepared with the necessary capital, material, machinery and equipment to conduct the work to be contracted for to the satisfaction of the City, and to begin promptly when so ordered. Failure to have performed satisfactorily any Contract awarded to the Bidder shall be sufficient reason for rejection of the Proposal.

103.05 Requirement of Contract Bond (Performance Surety). Delete this section of the State specification and substitute: The successful Bidder must within ten days after receiving notice of the award and before entering into Contract, furnish a Contract Bond in the full amount of his Proposal, which bond shall cover the entire Contract including the guarantee period required under 109.11. A Contract Bond shall be executed on the form contained in the Contract. Agents of bonding companies shall furnish evidence of their power of attorney, bearing the seal of the company authorizing them to execute the particular type of bond to be furnished.

If, at any time after the approval of the Contract Bond and the execution of the Contract, the City shall deem the surety or sureties upon the bond to be unsatisfactory, or if, for any reason the bond shall cease to be adequate security for the City, the Contractor shall within five days after notice from the City to do so, furnish a new or additional bond which shall be adequate and satisfactory to the City.

No further payment under the Contract will be made to the Contractor unless and until such new or additional bond is furnished and approved. The cost of such bonds shall be paid for at the contract bid price under Item 103.05 "Contract Bond" of the proposal.

The City will determine the sufficiency of all sureties.

103.06 Execution of Contract. Delete this section of the State specification and substitute: The Contract shall be signed by the successful Bidder and returned, together with the Contract Bond and other required Contract Documents, within ten days after the Bidder has received notice that the Contract has been awarded. No proposal shall be considered binding upon the City of Cincinnati until the execution of the Contract.

CORPORATION: - If a corporation, the contract must be signed with full name of the corporation, followed by the signature of the President, Vice-President, or persons authorized to bind it in the matter. Should other than the President or Vice-President sign the contract, authorization to bind the company must be evidenced by attaching a certified copy of the extracts of the minutes of this corporation.

PARTNERSHIP: - If a partnership, the full name of all the partners composing the same must be given and the contract signed by one or more of the partners in the following manner.

"John Jones and James Smith, d.b.a.
Jones-Smith Company, by John Jones, a partner."

SOLE OWNERSHIP: - If sole ownership, contract should be signed in the following manner:

"John Jones, Sole Owner."

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been tendered or delivered, or both, to the Contractor or the Contractor's duly authorized agent or representative.

103.08 - Local Headquarters. Upon commencement of the Work the Contractor must establish and maintain a local area headquarters where the Contractor can be readily reached by local telephone service and by United States Postal Service.

SECTION 104 - SCOPE OF WORK

- 104.02 Alteration of Plans or Character of Work**
- 104.03 Extra Work**
- 104.04 Maintenance of Traffic**
- 104.05 Rights in and Use of Materials Found on the Work**
- 104.06 Final Cleaning Up**

104.02 Alteration of Plans or Character of Work. Add the following paragraphs:

(a) 4. No adjustment will be granted for rock within two meters (6 ft) of the surface before excavation.

5. In ascertaining whether subsurface conditions are unusual, the City shall infer that the contractor has observed the local geology with the level of expertise described in the second paragraph of 108.05.

Inspectors shall have no authority to permit any deviation from the plans or specifications except on the written order of the City.

104.04 Maintenance of Traffic. The following sentence shall be added to the first paragraph of this section:

Access to abutting properties for deliveries, service and emergency vehicles shall be maintained at all times. Unless there is a bid item in the contract, no payment will be made for Maintenance of Traffic.

104.05 Rights in and Use of Materials Found on the Work. Add the following:

The City reserves all old manhole and inlet castings, guardrail, water service pipe and metal culvert pipe which are not to be continued in use. Castings and culvert pipes are to be removed by the Contractor without damage as excavation progresses and **delivered to a City facility** directed by the Engineer. Unless the Special Provisions so indicate, the City reserves all old macadam stone, curbs, crosswalks, flagging, gutters, granite block and paving bricks not required in the work. In general, such material shall be excavated, segregated, and hauled by the Contractor to a place designated by the City.

Old materials not reserved by the City and not to be used in the work will become the property of and must be disposed of by the Contractor. Excepted from the foregoing are excavated or other materials recovered from private rights of way, which materials unless otherwise required shall remain the property of the owner of the right of way. Any item of historical or archeological interest shall be protected and reserved.

104.06 Final Cleaning Up. Add the following:

As soon as portions of the work are ready for use, they shall be thoroughly cleaned by the Contractor, of all dirt and rubbish, and cleared of all materials, forms, falsework, temporary structures and equipment. The Contractor shall also

clean out all sewers, drains, inlets, manholes and other underground lines and structures built by the Contractor or affected by the Contractor's work.

SECTION 105 - CONTROL OF WORK

105.011 Notice

105.02 Plans and Working Drawings

105.04 Coordination of Plans, Specifications and Special Provisions

105.06 Cooperation with Utilities

105.08 Construction Stakes, Lines and Grade

105.11 Inspection of Work

105.16 Acceptance

105.151 Borrow and Waste Areas

105.17 Claims for Adjustments and Disputes

105.012 Notice. Where, in any of the Contract documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given: to the City, when written notice shall be delivered to the City Manager or Director **and to the Engineer**, as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the work or by mailing such written notice in the United States mails addressed to the Contractor at the place stated in the Contractor's Proposal as the address of the Contractor's permanent place of business; as to the Surety on the Contract bond, when a written notice is placed in the United States mails addressed to the Surety at the home office of such Surety or to its agent or agents who executed such performance bond in behalf of such Surety.

105.02 Plans and Working Drawings. Delete the last sentence of the first paragraph and add: The contractor shall keep one complete set of plans and specifications at the site while working, designated 'Project Record.' Such set shall include all corrections, addenda, changes, revisions, notices and any other modifications. The Project Record shall be submitted to the City after completion and before final payment. All things exposed during construction, including utility locations, shall be noted in the Project Record. The Project Record shall include all working drawings used during construction and any other catalog cuts or instructions needed.

The City will provide five sets of plans and specifications to the contractor at no cost. Any additional sets needed will be provided at the contractor's expense.

Delete the last six (6) paragraphs of 105.02 and see 106.10.

105.04 Coordination of Plans, Specifications and Special Provisions. Delete the last sentence of the first paragraph and add the following sentence:

105.04 Coordination of Plans, Specifications and Special Provisions. Delete the last sentence of the first paragraph and add the following sentence:

In case of discrepancy, specific will govern over general; for example calculated dimensions generally govern over scaled dimensions; plans will generally govern over specifications; proposals and special provisions will generally govern over both specifications and plans.

Add to the end of the second 2nd paragraph, "The Engineer may issue Construction Notices for minor variations and interpretations without change in cost or time. Failure to file a written claim within 7 days to any Construction Notice shall waive any such claim."

105.06 Cooperation with Utilities. Add the following: It is understood and agreed that the Contractor has considered in the bid all of the 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 the said utility appurtenances or the operation of moving them.

The Contractor shall, when conditions warrant, protect all utility lines from damage that may be caused by the Contractor's work as directed by the Engineer.

105.07 Cooperation Between Contractors. Add the following:

If the bid documents call for assignment of subcontractors, the contractor shall execute pertinent agreements needed to consummate assignments.

105.08 Construction Stakes, Lines and Grade. The Engineer will set all line, grade, slope and location stakes necessary for the proper prosecution of the work. The Contractor shall notify the Engineer at least 24 hours before the Contractor will need stakes and spray paint for construction purposes, and shall furnish at the Contractor's own expense all stakes, spray paint and labor necessary for their placement, except slope stakes. However, the Contractor shall provide and set guard stakes for all slope stakes. The Contractor shall be held responsible for the preservation of all monuments, witnesses, stakes, paint marks and other construction control, and if any of the stakes have been carelessly or needlessly destroyed or disturbed by the Contractor, the cost of replacing them shall be charged against the Contractor and deducted from his final estimate.

The work shall be constructed in strict accordance with the Engineer's stakes and paint marks, and the Contractor will be charged with full responsibility for conformity and agreement of the work with the stakes and paint marks as originally set by the Engineer

105.11 Inspection of Work. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer or the Engineer's 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.

If the engineer requests it, the Contractor, at anytime 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

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 any railroad corporation is to pay a portion of the cost of the work covered by this Contract, other than by regular assessment, 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 any railroad corporation a party to this contract, and shall in no way interfere with the rights of either party hereunder.

The Contractor shall notify the Engineer at least 24 hours in advance of operations requiring plant or field inspection. The City will pay the cost of all inspection and testing unless specifically stated otherwise.

At the discretion of the Engineer, the City will charge the Contractor with contract administration costs and other direct costs when it incurs additional expense for such because of:

1. Reinspection due to rejection,
2. Use of inspected materials on other than City work.
3. When inspection or construction surveying is requested and cannot be performed.
4. Destruction of construction surveying monuments, witnesses, stakes or other control.
5. Emergency work by City forces with timely documentation.
6. For any other cause over which the City has no control.
7. Suspension of work for safety reasons.

These charges for unnecessary inspection or reinspection costs, due to causes within the Contractor's control, will be deducted from amounts due the Contractor at the completion of the work.

Where work involves facilities of others, the owner of the facility shall be notified by the contractor and be provided the opportunity to inspect the work. The contractor may be required to compensate the facility owner; such costs will be reimbursed by the City.

105.15 Failure to Maintain Roadway. Add the following: In addition, if the conditions constitute a hazard to the public, the City may, without notice to the contractor, take measures it deems appropriate to mitigate the hazard and charge the contractor all associated costs. The contractor may not claim for damage to the work in these circumstances.

105.16 Acceptance. Acceptance shall be as provided in 109.08.

105.151 Borrow and Waste Areas. The Contractor shall be required to provide written notice to the Engineer of all off-site material disposal areas. The notice shall be provided sufficiently in advance of hauling so as to permit adequate time for the City to review the proposed site for compliance with appropriate practice and regulations. The Contractor shall be responsible to obtain the property owner's written permission and any needed permits before dumping and written

105.151 Borrow and Waste Areas. The Contractor shall be required to provide written notice to the Engineer of all off-site material disposal areas. The notice shall be provided sufficiently in advance of hauling so as to permit adequate time for the City to review the proposed site for compliance with appropriate practice and regulations. The Contractor shall be responsible to obtain the property owner's written permission and any needed permits before dumping and written certification at completion; copies of these shall be provided to the Engineer in a timely fashion. Any material deposited off site without notice to the Engineer may be ordered removed and properly disposed of with no additional compensation to the Contractor. All costs, including dump fees, off-site grading and compacting, characterization costs and restoration shall be borne by the Contractor and included in the various items of work.

Unless otherwise provided in the Contract, costs for analysis and disposal of any contaminated materials encountered during the work shall be borne by the City. The Contractor shall be obligated to fully cooperate with the City if such material is encountered.

105.17 Claims for Adjustments and Disputes.

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten days of commencement of the dispute be presented by the Contractor to the City for decision. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten days of its commencement, the claim will be considered only for a period commencing ten days prior to the receipt by the City of notice thereof.

The Contractor shall submit in detail the claim and the proof thereof. Each decision by the City will be in writing and will be delivered to the Contractor.

If the Contractor does not agree with any decision of the City, the Contractor shall in no case allow the disputes to delay the work but shall notify the City promptly that the Contractor is proceeding with the work under protest and the Contractor may then except the matter in question from the final release.

SECTION 106 - CONTROL OF MATERIAL

106.03 Samples, Tests, Cited Specifications

106.09 City-Furnished Material

106.10 Submittals

106.03 Samples, Tests, Cited Specifications. The first paragraph shall be changed as follows:

All materials must conform to requirements of the work. The Contractor has the obligation to demonstrate material conformance to the requirements of the work.

All materials are subject to sampling, inspection and testing. The Engineer may require the Contractor to submit Certification of Material Compliance for any material before incorporation in the work. Such certification shall include, at a minimum, the following:

1. Project Name
2. Material Description and Quantity
3. Material Supplier Including Address, Phone Number and Contact
4. Intended Use of the Material
5. Location and Date of Material Production
6. Applicable Standards, Tests, and Results Thereof
7. Statements Declaring that the Material Conforms to the Requirements

If requested by the Engineer, the Contractor shall provide, at no expense to the City, copies of any applicable standards or testing protocols. Such standards may include: City, ODOT, AASHTO, ASTM, EPA, AWWA, etc.

The Contractor shall provide and deliver, at no expense to the City, any samples needed for testing. The examples may be included in the work if suitable and applicable.

106.09 City-Furnished Material. The Contractor shall furnish all materials required to complete the work except as otherwise provided.

Material furnished by the City will be made available to the Contractor for pick up by the Contractor at a City facility or some other place within the metropolitan area.

The cost of handling, hauling and placing all materials after they are received, unless otherwise specified, by the Contractor shall be considered as included in the contract price for the item in connection with which they are used.

The Contractor will be held responsible for all materials received by the Contractor and deductions will be made for any monies due the contractor to make good any shortages and deficiencies, from any cause whatsoever, and for any damage which may occur after materials are received, and for any demurrage charges.

Water Works material furnished by the C.W.W. and hauled by the Contractor from C.W.W. Distribution Storage Yards or designated sites, will be compensated for under Item 1102 "Hauling Water Works Material."

106.10 Submittals. When required by the contract or requested by the Engineer, the Contractor shall furnish six (6) copies, **plus what the Contractor wants returned**, of documents, samples, catalog cuts, or specifications for review by the City. The Contractor shall allow four (4) weeks for initial processing and two (2) weeks for reprocessing if required.

The Contractor will provide each drawing or article submitted with a permanent label or stamp indicating the Contractor's review and providing space for the City's action markings.

Actions to be taken by the City shall be as follows:

1. Reviewed, No Resubmittal Required.
2. Reviewed, Exceptions Noted, No Resubmittal Required.

Actions to be taken by the City shall be as follows:

1. Reviewed, No Resubmittal Required.
2. Reviewed, Exceptions Noted, No Resubmittal Required.
3. Reviewed, Exceptions Noted, Resubmittal Required.
4. Reviewed, Nonconforming, Resubmittal Required.

Review by the City does not constitute a warranty that such items are suitable for the service intended but constitutes an evaluation into compliance with contract requirements. The Contractor remains responsible for all items, plans, schematics, and their suitability in the planned work. Deviations from the contract requirements not explicitly identified on the submittal as such and specifically acknowledged by the reviewer are not authorized.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws to be Observed

107.02 Permits, Licenses and Taxes

107.04 Restoration of Surfaces Opened by Permit

107.041 Restoration of Surfaces Opened for Water Main Work

107.07 Public Convenience and Safety

107.08 Site Safety Plan

107.11 Use of Explosives

107.13 Property Damage Procedure

107.14 Responsibility for Damage Claims, and Liability Insurance

107.15 Opening Sections of Completed Work to Public Use

107.21 Notification to Affected Parties

107.01 Laws to be Observed. Add the following sentence to the first paragraph:

The Contractor is required to be in conformance with all OSHA regulations.

107.02 Permits, Licenses and Taxes. The following sentences shall be added to this section:

If the Contractor desires to use water from fire hydrants during construction, the Contractor shall obtain a permit for the use of the hydrant from the Water Works Department, 4747 Spring Grove Avenue. These permits must be shown to the Engineer before hydrants are used. The Contractor must pay the Water Works for the water so used, before the Contractor's final payment is released.

107.04 Restoration of Surfaces Opened by Permit. Delete this section and substitute: The right to construct or reconstruct any utility facility in the highway or street or to grant permits for same, at any time, is hereby expressly reserved by the City Engineer, 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 street. 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.

The City may require all new subdivision developers to have all utility connections made to all lots before pavement is placed.

Where it is necessary for the Contractor to open streets which are not to be paved under the contract, the Contractor shall first obtain the necessary permits from the Engineering Division, Room 410, City Hall. The Contractor shall exhibit these permits to the Engineer before he begins excavation. On such streets, openings shall be made and the pavement restored in strict accordance with the "Street Restoration Book" adopted by the City Manager, and subsequent Amendments thereto.

All costs and charges for the restoration of street paving, sidewalks, or other areas opened under permit or other incidental restoration due to the Contractor's operations in constructing the work in accordance with the plans, have been included in the unit prices bid on the various items in the Proposal.

As soon as openings have been backfilled, the Contractor will be required to temporarily restore the surface so that the street will be safe for travel. Permanent restoration of the pavement will be made in accordance with one of the two following methods.

1. Where the Contractor has been given specific permission by the Director of Public Works to make such restoration:

The restoration shall be performed in accordance with the contract provisions and the "Street Restoration Book," however, before any restoration is started the Engineer, the qualified representative of the Department of Public Works and the Contractor shall meet on the site and determine the limits and method of restoration. The supervision and inspection of the work shall be by the Engineer.

There may be included in the proposal items for Sidewalk, Sod, or other types of restoration. These items are intended to cover situations arising during construction, which are outside of the obligation of the Contractor and which are also beyond the scope of the plans or Proposal. Payment for these items will be at prices bid, but only when such items are performed by order of the Engineer.

2. Where the restoration is to be made by the Division of Highway Maintenance:

The Engineer, the representative of the Department of Public Works and the Contractor shall meet on the site and determine the limits of the restoration. The Engineering Division shall then submit to the Engineer and the Contractor, an estimate of the restoration cost, based on the current unit prices as established by the "Street Restoration Book."

2. Where the restoration is to be made by the Division of Highway Maintenance:

The Engineer, the representative of the Department of Public Works and the Contractor shall meet on the site and determine the limits of the restoration. The Engineering Division shall then submit to the Engineer and the Contractor, an estimate of the restoration cost, based on the current unit prices as established by the "Street Restoration Book."

Before final payment for the work is made, a written release stating that all restoration charges have been paid must be obtained from the Engineering Division, Accounts and Records Section.

If an opening is made in new pavement subsequent to the completion of the improvement under permit issued by the city, the City will be responsible for the restoration of the pavement and the contractor will be relieved of his guarantee on the portion of the pavement so disturbed.

107.041 Restoration of Surfaces Opened for Water Main Work. It is expressly understood and agreed that all costs and charges for the restoration of street-paving, sidewalks, or other areas opened or disturbed in the pursuances of water main work in accordance with the Plans, have been included in the unit prices bid on the various items in the Proposal.

All restoration shall be done in a neat and professional manner. The final restored surfaces must be acceptable to the representative of the political subdivision having jurisdiction before final payment will be made under this Contract.

All restoration shall conform to the follow:

1. **Within Corporate Limits of Cincinnati.** Restoration in the streets and highways of the City of Cincinnati shall conform to all of the rules and specifications as described in City Supplement **107.04**.
2. **Outside the corporate Limits of the City of Cincinnati but within Hamilton County.** All restoration within this area shall conform to the State of Ohio, Department of Transportation, "Construction and Material Specifications" and C.W.W. Standard Drawings pertaining to street restoration.
3. **Special Restoration.** In those cases where restoration shall differ from the above stated specifications, the required restoration will be detailed on the Plans and will be so noted on the Special Provisions.

107.07 Public Convenience and Safety. The following paragraphs shall be added to this section:

The Contractor shall at all times conduct the work safely and assure a safe work site. The Contractor shall be responsible for the safety of the Contractor's employees, agents and subcontractors, City personnel and all other personnel or persons at the work site. The Contractor shall be responsible for the adequacy and safety of all construction methods or procedures and the safe prosecution of the work.

The Contractor shall be responsible at all times to conduct the work and keep the work site in compliance with federal, state and local safety laws and regulations, including but not limited to Occupational Safety and Health Administration (OSHA) requirements.

The Contractor shall, prior to actual construction, submit the name or names of an authorized person who is a competent person as defined by OSHA, (CFR, Title 29 - Labor, Part 1926 - OSHA) responsible for site safety activities. A resume of the qualifications of the competent person must be submitted to the City. This resume shall include such items as:

The Contractor shall be responsible to suspend work whenever a work method or procedure or a condition at a work site is unsafe.

The Contractor shall immediately notify the Engineer of any accident or injury.

The Contractor shall submit a written notification to the City of any accident or injury. (A copy of the notification shall be sent to Risk Management by the Contractor.) Such notification shall include the Contractor's investigation and what measures are appropriate to avoid such accidents. No payment applications will be authorized until such notice is provided.

Failure of the Contractor to comply with any provision of this Section 107.07 or Section 107.08, or any federal, state or local safety laws and regulations constitutes just cause for the City to order suspension of work.

None of the provisions of this section are intended to nor shall be construed to create any duty or responsibility on the City to provide or enforce safety requirements for the Contractor. The duty, responsibility and liability for safety shall remain with the Contractor. Any failure of the City to suspend work or detect violation of any local, state or federal safety standard or regulation shall in no case relieve the Contractor of the Contractor's safety responsibilities.

The City may conduct Job Site Safety Audits. The Contractor is required to provide a competent person to accompany the City's representative during the Audit. The Contractor shall either immediately comply with identified deficiencies, submit a satisfactory compliance plan or suspend operation until compliance. An example Audit checklist is incorporated into this Supplement; it may be used or modified at the City's discretion.

The Contractor shall allow the City to perform Jobsite Safety Audits. The items on the checklist is as follows:

JOBSITE SAFETY CHECKLIST

- A - Adequate at time of audit
- B - Needs immediate attention
- C - Does not apply

A B C	CONDITIONS	COMMENTS/CORRECTIVE ACTION	INIT	DATE
A. RECORDS AND ADMINISTRATION				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.	Accident reporting procedure being used? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.	Active Safety Committee? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.	Emergency numbers known?, posted? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.	"Safety/Tool Box Talks" subjects available? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.	Copy of safety policy manual distributed? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.	Job site safety discussed and understood? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7.	Safety Review Boards used? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.	Safety enforced on site? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9.	Exit signs over doors in office and buildings? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10.	Call before you dig processed? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11.	Maintenance work permit required? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12.	MSD's available? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13.	Emergency Action Plan in place? _____
B. HOUSEKEEPING & SANITATION				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14.	Job trailer properly set up? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15.	General housekeeping of jobsite? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.	Passageways and walkways clear? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.	Nails removed from lumber? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18.	Materials of all types properly stockpiled? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19.	Is an area provided for waste and trash and is it removed regularly? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20.	Adequate lighting in passageways, stairways and work areas? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21.	Toilet facilities adequate and clean? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22.	Sanitary supply of drinking water? _____
				Containers cleaned with baking soda? _____
C. FIRE PROTECTION				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23.	Are "No Smoking" or "Flammable" signs posted at all storage and fueling locations? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24.	Clear access provided to all fire fighting equipment/are inspections recorded? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25.	Location of a fire fighting equipment prominently marked? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26.	Are flammable liquids stored in approved containers with flash arrestors? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27.	Fire extinguishers adequate size? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28.	Large fuel tanks properly diked and separated? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29.	Fuel tanks protected from damage? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30.	Static electric bonding provided from fuel tank? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31.	Tanks properly labeled for contents and Haz. Com. data? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	32.	Vehicles carrying flammables properly marked? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	33.	Charged fire extinguishers in all vehicles? _____

A	B	C	CONDITIONS	COMMENTS/CORRECTIVE ACTION	INIT	DATE
D. FIRST AID						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	34. First aid kits well stocked?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	35. Trained first-aides on jobsite?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36. Injured employees referred to EHS?	_____		
E. ELECTRICAL						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	37. Distribution boxes covered and marked?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	38. GFCIs in use?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	39. Temporary lighting protected?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	40. Generators insulated from the ground? (placed on dry boards)	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	41. Electric cords-heavy duty type?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42. Circuits properly identified?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43. All extension cords equipped with ground pin?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44. Electric cords inspected for broken insulation and damaged plugs?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	45. "Powers-Off" requirements for electrical work followed?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	46. Awareness of electrical hazards?	_____		
F. TOOLS						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	47. Damaged or broken tools tagged out of service and repaired?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	48. Proper storage space provided?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	49. Operative guards on all power tools?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	50. Persons using powder actuated tools certified?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	51. Are guards provided on grinders?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52. Air hose couplers secured with tie wire?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	53. Tools being properly used?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54. Correct personal protective equipment being worn?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55. Guards in place and used on wood working machines?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56. Belts, pulley shafts, gears and chains guarded on all machinery and equipment?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57. Concrete saws guarded and personal protective equipment being used?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	58. Laser warning signs in place?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	59. Safety switches in working order on all trowel machines?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	60. Safety straps on boom pump hose connections over workers heads?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	61. Chain saws sharpened and maintenance?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	62. Help available within hailing distance?	_____		
G. STRUCTURES						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	63. Floor openings covered and secured or guardrailed?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	64. Standard guardrailling on scaffolds including end, bridge decks, floors of buildings, work platforms and walkways.	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65. Work areas, walkways and steps clear of debris, snow, ice, and grease?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66. Adequate fire protection?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67. Stairways provided with handrails?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68. Hollow pan-treads filled with solid material?	_____		

A	B	C	CONDITIONS	COMMENTS/CORRECTIVE ACTION	INIT	DATE
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68. Hollow pan-treads filled with solid material? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69. Ladders properly constructed? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70. Slide rails of ladders extend 36" above landing and secured? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71. Scaffolds properly anchored, braced and plumb? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72. Protection provided over vertical and horizontal rebars in working area? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73. Safety belts in use when guardrails are absent? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74. Safety lines in use on suspended scaffolds. _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75. Heating devices properly ventilated? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76. Gates functioning on all levels when material or personnel hoists used? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77. Ventilation system effective? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78. Handicapped accessible? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	79. Safe procedures being used to wreck forms? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80. Scaffold grade lumber only used for scaffolds? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81. Scaffold installation supervised by trained personnel? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82. Forming and shoring erected according to plan, then inspected by competent person? _____			

H. TRAFFIC CONTROL AND WORK ZONE

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	83. Advance signing at approach to work areas? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84. Correct message on signs? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	85. Traffic control set-up on highways meet ODOT regulations? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86. Flag persons properly dressed and equipped? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	87. Flag persons performing properly? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	88. Is work zone designed properly? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	89. Are employees working within zone? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	90. Does pattern properly direct traffic? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91. Using right type of personal protective equipment including eye protection & respirators? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92. Gauges, valves torches and lines in good condition and free of oil and grease? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	93. Cylinders not in use capped? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	94. Cylinders in use or storage secured upright? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	95. Stored oxygen separated from acetylene by 20 feet(6m)? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	96. Fire extinguisher near welding or cutting operations? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	97. Adequate ventilation provided? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	98. Grounding for are welding machine? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99. All parts of are welding outfits properly insulated? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	100. Torch sets stored only in ventilated boxes? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	101. Are exposures to fumes being managed? _____			

J. HEAVY EQUIPMENT

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102. Respiratory protection required? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	103. Operators wearing hard hats? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	104. Hearing protection being used? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	105. Dust control? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	106. Haul road adequate and maintained? _____			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	107. Equipment speeds excessive for safety? _____			

A	B	C	CONDITIONS	COMMENTS/CORRECTIVE ACTION	INIT	DATE
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	109. Engines shut-down when refueling or lubricating?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	110. Seat belts used on machines and vehicles?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	111. Steps and hand holds adequate and in safe condition?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112. Adequate lighting of haul roads at night?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	113. Parked or unattended equipment have blade, forks, or bucket lowered to the ground?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	114. No hitchhikers riding on equipment?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	115. Full fire extinguisher near refueling tank?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	116. Overhead guard on fork lift truck?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	117. Back-up assistance provided, walk around inspection?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	118. Vehicle windshields clear?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	119. Arrow boards and directional devices installed?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	120. Wheels chocked on parked vehicles?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	121. Pindle hooks and hitches checked before training?	_____		

K. CRANES

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122. Electric power line distance from machines minimum of ten feet?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123. Annual inspection?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124. Wire rope in safe condition?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125. Rear swing protection and pinch point guarding?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126. Exposed gears, shafts, and belts guarded?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127. Fire extinguisher, boom angle indicator, load capacity chart and hand signal poster in crane?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128. Signs and/or flags on cranes in transit?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129. Operator making daily inspections and test?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130. Employees clear of swinging crane loads?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	131. Tag lines used on suspended crane loads?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132. Suspended loads held no longer than necessary?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133. Hooks and safety catches checked?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	134. Components labeled with correct capacity?	_____		

L. TRENCHING & EXCAVATIONS

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	135. Trench sides shored, laid back or benched?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	136. Utilities contacted and located before digging?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	137. Ladder in the trench at intervals of 50 feet (15.2m)?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	138. Stop logs placed where necessary along top of the trench?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	139. Excavated materials stockpiled at least 2 feet (.6m) from the edge of the trench?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	140. Traffic control adequate?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	141. Slides of excavation for building shored or protected?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142. Oxygen and flammable gas level tested in tunnel, shafts or confined space?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143. Public protected from exposure to open excavation?	_____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144. Daily inspection by competent person?	_____		

M. PERSONAL PROTECTIVE EQUIPMENT

A B C	CONDITIONS	COMMENTS/CORRECTIVE ACTION	INIT	DATE
M. PERSONAL PROTECTIVE EQUIPMENT				
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	145.	Means provided for sanitizing personal protective equipment? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	146.	Sufficient quantities of approved personal protective equipment? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	147.	Everyone wearing hard hat? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	148.	Everyone wearing safety glasses all the time? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	149.	Operators wearing ear protection? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	150.	Jack hammer operator wearing ear and foot protection? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	151.	Is respiratory protection required and worn? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	152.	Are protective face screens worn when needed? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	153.	Chain saw operators wearing chaps? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	154.	Is employee chemical protection in place? _____		
N. MISCELLANEOUS				
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	155.	Procedures established to handle toxic and carcinogenic materials? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	156.	Sewers, vaults, tanks and bins tested for adequate oxygen and flammable gases levels before employees are permitted to enter? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	157.	Fall protection being used where required (especially steel erection)? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	158.	Walls properly braced (formwork)? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	159.	If toxic fumes, vapors and dusts are present, is ventilation adequate? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	160.	Are confined space procedures in place? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	161.	Is No Smoking maintained? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	162.	Are lock-out, tag-out procedures followed? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	163.	Do employees know how to lift? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	164.	Are lunches eaten in non-hazardous areas? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	165.	Is safety training provided? _____		
O. HAZARD COMMUNICATION				
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	166.	MSD sheets on hand and recorded? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	167.	Containers properly labeled? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	168.	Employee properly trained and recorded? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	169.	Hazardous Communications Signs in place? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	170.	Empty containers properly disposed of? _____		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	171.	Site Safety Plan on site? _____		

107.08 Site Safety Plan. Contractor shall file with the Engineer prior to the Pre-Construction meeting a Site Safety Plan, which at a minimum shall:

Name key personnel and alternates responsible for site safety along with means of contacting these personnel at all times.

Describe the risks associated with each operation conducted.

Confirm that personnel are adequately trained to perform their job responsibilities and to handle the specified hazardous situations they may encounter.

Describe the protective clothing and equipment to be worn by personnel during various site operations.

Describe any site-specific medical surveillance requirements (hazardous waste or material sites only).

Describe the program for periodic air monitoring, personnel monitoring, and environmental sampling, if needed (hazardous waste or material sites only).

Describe the actions to be taken to mitigate existing hazards (e.g., containment of contaminated materials) to render the work environment less hazardous.

Define site control measures and include a site map.

Establish decontamination procedures for personnel and equipment (hazardous waste or material sites only).

Set forth the site's Standard Operating Procedures (SOPs). SOPs are those activities that can be standardized and where a checklist can be used. The procedures should be:

Prepared in advance.

Based on the best available information, operational principles, and technical guidance.

Field-tested by qualified health and safety professionals and revised as appropriate.

Appropriate to the types of risk at that site.

Formulated to be easy to understand and practice.

Provided in writing to all site personnel who should be briefed on their use.

Included in training programs for site personnel.

Set forth a Contingency Plan for safe and effective response to emergencies.

In addition, any safety information or documentation, which is required under law to be filed with any state or federal agency, shall also be supplied to the engineer. A copy of the Site Safety Plan shall at all times be present at the work site.

107.11 Use of Explosives. Blasting or the use of explosives will not be permitted on the work without written permission from the City Manager and authorized by the Director of Public Works. The Contractor shall fill out an "Application for Blasting Permit" made available in the Office of the City Engineer, Room 440, City Hall. The City Engineer will review and make recommendations to the Director. This application shall be made well in advance of proposed blasting operations (at least 48 hours) to allow ample time for the necessary investigation. If permission for

proposed blasting operations (at least 48 hours) to allow ample time for the necessary investigation. If permission for blasting is granted, the Contractor shall conduct the operations in strict accordance with the regulations attached to the "Application for Blasting Permit" and additional regulations specified herein.

The use, handling, storage and transportation of explosives shall conform and be in accordance with the applicable requirements and/or provisions: (a) of the latest revision of "Bulletin No. IC 3, Specific Safety Requirements Relating to Construction", issued by the Industrial Commission of the State of Ohio; (b) of the Ohio Explosive Laws, Section 3743.01 - 3743.26 of the Ohio Revised Code and amendments thereto; (c) of local regulations, and (d) as specified herein.

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.

Explosives shall not be stored on the job overnight, unless a watchguard is present, and then they shall be kept a safe distance from the nearest building. In winter all explosives shall be protected from freezing; the thawing of frozen explosives with artificial heat is prohibited.

All blasting operations shall be covered by public liability and property damage insurance as elsewhere specified herein. 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 firing shall be done by electrical means only. The Contractor shall make suitable provisions to prevent the scattering of broken rock, earth, stones or other material during blasting operations. All blasts shall be well covered with heavy matting, and other necessary provisions shall be made to protect all pipes, structures, persons and property from injury or damage.

107.13 Property Damage Procedure. The Contractor is responsible for damage caused by all operations under the contract. The Contractor shall promptly notify the Engineer of all claims of damage. The Contractor shall investigate the claim and within two weeks of the initial notice of damage provide written Notice of Disposition to the City, the Claimant, and if denial of payment, to the Contractor's Insurance Company. The Notice of Disposition shall include a statement of the facts of the claim and the Contractor's conclusion. If the Engineer directs, the Contractor may be required to correct any factual errors and resubmit the Notice of Disposition.

107.14 Responsibility for Damage Claims, and Liability Insurance. Add the following paragraphs to this section:

The Contractor shall furnish two unaltered copies of the official certificate of the Industrial Commission of Ohio indicating that the Contractor has paid the premiums required under the Ohio Workers Compensation Act. Self-insurers shall furnish Ohio Industrial Commission approval as such.

Before any work embodied in the Contract will be permitted to be performed, the contractor shall furnish two copies of a certificate of insurance, naming the City of Cincinnati as an additional insured, as evidence that the Contractor has procured comprehensive general liability insurance. Such policy shall include the following types of insurance: Comprehensive form; premises - operations; products completed operations; contractual; broad form property damage; independent contractors; and personal injury. The standard general liability coverage for damages due to explosion, collapse, and underground property damage shall not be deleted by exclusion endorsements. The Contractor shall maintain such insurance coverage in not less than the following amounts: Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence/\$2,000,000 aggregate. The required coverage may be obtained through

primary insurance or any combination of primary and umbrella insurance. In addition, the general aggregate limit shall be required on a per project basis.

Insurance coverage for Subcontractors may be provided by the Contractor furnishing riders to the Contractor's own general liability policy, or by the Subcontractor procuring the Subcontractor's own insurance.

When the work involves the operation of trucks and/or automobiles, comprehensive automobile liability insurance must be provided with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per occurrence.

The insurance required of the Contractor shall include an "All Risk" Builder's Risk policy which shall provide Fire and Extended Coverage, Vandalism and Malicious Mischief coverage for an amount equal to one hundred percent (100%) of the completed value of the entire project and shall be written in the Owner's and Contractor's name. Such insurance shall be kept in full force and effect until all work is fully completed and accepted by the City of Cincinnati.

The Contractor, in addition to the above insurance requirements, shall furnish, when applicable, Railroad Protective Liability and property damage liability insurance in the amount required by the affected Railroad and in accordance with the Railroad Liability Form prescribed by the Federal Highway Administration in Policy and Procedure Memorandum 20-12 as amended. In addition to the above insurance requirements, the Contractor shall provide insurance of the type and in the amounts stated above, covering the Contractor's liability under 107.14, with the City of Cincinnati as the named insured.

All insurance policies, to be acceptable, must be underwritten by a company authorized to do business in the State of Ohio and shall have a Best's Financial Rating of Class IX or better and a Policy Holders Rating of "A" or better.

All proof of insurance submitted to the City shall clearly set forth all exclusions and deductible clauses. The Contractor shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks the Contractor assumes under this Contract and as imposed by law.

In the event that the Contractor's insurance coverage is valid for a period of time less than the period of the Contract, the Contractor shall be obligated to renew the Contractor's insurance policies as necessary and to provide new certificates of insurance to the City.

All of the insurance referred to above shall be subject to the approval of the City and shall be kept in full force and effect until all work is fully completed and accepted by the City of Cincinnati.

107.15 Opening Sections of Completed Work to Public Use. Where a portion of roadway covered by the Contract is completed, the City reserves the right to open the same to traffic, and the Contractor will be required to lay walks and sod and to do any other work necessary to complete the project under traffic without extra compensation. Like-wise, the City reserves the right to take over and utilize the whole or part of any sewer drain or appurtenance thereof which has been completed, giving permits to tap and connect house drains thereto.

The Contractor will not be held responsible for maintenance of, nor damages to drains, structures or portions of roadway that have been opened to traffic prior to final approval and acceptance, provided such damages are due to extraordinary actions of the elements of traffic. However, the Contractor will be held responsible for damages resulting from the Contractor's own fault or neglect or because of the Contractor's non-compliance with the Plans, Specifications, Special Provisions and Contract.

Contractor's own fault or neglect or because of the Contractor's non-compliance with the Plans, Specifications, Special Provisions and Contract.

107.21 Notification to Affected Parties. When requested by the Engineer, the Contractor shall notify adjacent, abutting, nearby and affected persons, businesses and individuals of upcoming construction activities. Such notice shall be appropriate to the work anticipated and depending on the circumstances may include attendance at neighborhood or community meetings, preparation, reproduction and distribution of flyers, explanations to passersby and other such efforts as appropriate for the location, dislocation, activities or disruption to the public or the individual. Notice shall be provided at least 48 hours before and as far in advance of the anticipated work as possible with due recognition of uncertainties of weather, production and level of disruption. Renotification may be required as conditions warrant.

If any written notice is prepared, a draft copy of the notice shall be given to the Engineer for review. All such written notices shall include a statement describing the work, identifying the disruption, stating the approximate duration and providing information relating that the work is being performed under a City contract and to what City office the citizen may address concerns. The Contractor may be directed to put this notice on City letterhead. The Contractor is permitted to use the construction company's name and telephone number on the notice.

SECTION 108 - PROSECUTION AND PROGRESS

108.01 Subcontractors

108.02 Assignment

108.03 Prosecution and Progress

108.06 Date for Completion

108.07 Failure to Complete on Time

108.08 Unsatisfactory Progress and Termination of Contract

108.09 Payroll Records

108.01 Subcontractors

The Contractor, as soon as practicable after the award of a Contract, shall complete Subcontractor Approval Form Purch 208 and submit to the City for acceptance for all Subcontractors proposed for any portions of the Work.

The City shall promptly notify the Contractor in writing if the City or the Engineer, after due investigation, has reasonable objection to and does not approve any Subcontractor. The Contractor shall not enter into a Subcontract until after the City has approved the Subcontractors by use of form Purch 208.

The Contractor's request to the City for the approval of any proposed Subcontractor shall be accompanied by a written statement containing such information as the City may require, including but not limited to, experience, ability, responsibility, references, compliance with law, and any other criteria pertinent to the work of the proposed Subcontractor and the scope of the subcontract.

The Contractor shall be fully responsible to the City for the acts and omissions of all Subcontractors, and of persons either directly or indirectly employed by Subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each Subcontractor with the applicable provisions of the Contract.

Nothing contained in the Contract shall create any contractual relations between any Subcontractor and the Engineer or the City.

Rental of equipment either with or without an operator in connection with the performance of the Work under this Contract shall not be considered subcontracting if the Contractor maintains full supervision and control over its operation and the operator's wages.

Whether the contract is sublet or whether hired equipment is engaged under this Contract, it shall be the Contractor's responsibility to fulfill all the terms of the Contract and provide satisfactory evidence that the prevailing wage rates are being paid to all personnel engaged on the site, whether the Contractor's own, those of a Subcontractor, or anyone directly or indirectly employed by either the Contractor or Subcontractor.

Contractor shall provide five (5) days notice to the City of its intent to rent equipment, providing information regarding said equipment and its operators as the City may require.

108.02 Assignment. The Contractor shall not assign the Work or any part thereof, without the previous written consent of the city and will not assign, by power of attorney or otherwise, any of the monies payable under this Contract, unless by and with the consent of the City.

The Contractor further agrees that no right under this Contract, nor to any monies due or to become due hereunder, shall be asserted in any manner against the City or any person or persons acting under it, by reason of any so called assignment of this Contract, or any part thereof, unless such assignment shall have been authorized by written consent of the City.

Assignments shall be executed in triplicate on Form No. 29.

The General Contractor's bid price shall include the cost for all work necessary to complete the contract except that specifically identified as the work of an assigned Subcontractor or some other entity.

108.03 Prosecution and Progress. Add as the first sentence:

If requested by the Engineer, the Contractor's schedule shall be sufficiently detailed to allow Critical Path Analysis of the project. This information shall include all tasks, maximum duration of two weeks, dependencies, constraints, off-site fabrication tasks, submittal tasks and time allocated for weather impact.

108.06 Date for Completion. The first paragraph shall be changed as follows: The Contractor shall begin work as soon as possible after he is notified to do so but not later than two weeks after the date stated in the notice. Said period of two weeks shall constitute part of the Contract time, and shall not be considered as additional to the time stated in the Proposal Form for completion of the work. The Contractor shall plan and prosecute the work in such a manner that it will be completed and ready for final acceptance within the time stated in the Proposal. The Contractor shall post the completion

completed and ready for final acceptance within the time stated in the Proposal. The Contractor shall post the completion date and changes thereto on project signs or signs erected for that purpose. Size and wording of signs shall be subject to the Engineer's direction.

Add the following paragraphs to this section:

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages because of delays in the completion of the work due to any of the following:

- a) Acts of the Federal Government, including controls or restrictions upon the use or obtaining of materials equipment, tools or labor essential to the completion of the work by reasons of war, national defense, or any other national emergency.
- b) Acts of the City, including but not limited to changes in the method of performing the work or the scope of work covered by the contract, upon order of the City.
- c) Causes not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control of and through no fault or negligence of the Contractor. This shall include, but not be restricted to, acts of God or the public enemy; freight embargoes, court actions; acts of another Contractor in the performance of some other contract with the City; and fires, floods, epidemics, quarantine, and strikes.

Provided, however, that the Contractor notifies the City in writing within ten (10) days from the beginning of any such delay and detailing the causes of the delay.

Upon receipt of such notification the City shall ascertain the facts and the cause and extent of the delay. If, in the opinion of the City, the delay is properly excusable based on the facts and the terms of the contract, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

It is further agreed that the forgoing occurrences shall not result in any claim for damages or contract adjustment other than extension of time.

108.07 Failure to Complete on Time. Add the following sentence to this section:

Unless otherwise specified in the contract, time is considered to be of the essence. Liquidated damages accrue from the completion date, as extended, even if no notice is given to the Contractor.

108.08 Unsatisfactory Progress and Termination of Contract. In case the Contractor or any Subcontractor fails to furnish materials or to execute the work in accordance with the Plans and Specifications, or fails to proceed with the construction as stated in Sec. 108.03, or if any City official or employee shall become interested in the Contract or in furnishing supplies or performing work thereunder, or if the provisions of the Contract are otherwise violated, then in any such case, upon ten days written notice to the Contractor and the Contractor's Surety, the City shall have the right to declare the Contractor in default on the Contract. Said notice shall contain the reason for the City's intention to declare the Contractor in default on the Contract, and, unless within ten days after service of said notice the violation shall cease or satisfactory arrangements shall have been made for its correction, the Contractor, upon the expiration of said ten days shall be in default on the Contract and the Contractor's right to proceed under the Contract shall be terminated.

action of the City Manager in the declaration of the default of the Contract shall be final and conclusive, and the Contractor shall not be entitled to claim or receive and damages for not being allowed to continue. After the default of the Contract, the Surety shall have the right to take over and complete the work, provided however, that the Surety shall notify the City in writing of its intent to do so within ten days after notice of the default of the contract. Such completion of the work by the Surety shall be done in strict accordance with all the provisions of the original Contract as stated above, then the City shall cause the work to be completed under a second contract. If the cost of the work done under the second contract exceeds what it would have cost under the original Contract, the increased cost shall be paid from any money due the Contractor under the contract, and if that is not sufficient then the increase cost shall be paid by the Contractor and/or the Contractor's Surety. They shall also pay all cost and expense of relating the work and all damages resulting from non-completion of the work within the Contract time. If, when the work is completed it is found that there is any money due the Contractor, it will be paid to him but no money shall be paid to the Contractor under the Contract after it has been declared in default, until the work has been completed and accepted and all claims and suits resulting there from shall have been settled.

108.09 Payroll Records.

Add the following paragraphs to this section:

Upon request by the City at any time during contract period the Contractor and/or its Subcontractor may be required to submit a Form 104 or Form 104F and Form 66 certifying that wages have been paid in accordance with the Prevailing Rate of Wages provisions set forth in the contract.

Each month during the contract period the Contractor shall submit a form **PURCH 257**, Monthly Employment Utilization Report.

SECTION 109 - ACCEPTANCE, MEASUREMENT AND PAYMENT

- 109.02 Scope of Payment**
- 109.04 Extra and Force Account Work**
- 109.06 Partial Payments**
- 109.07 Payment for Material on Hand**
- 109.071 Acceptance- Traffic Detoured**
- 109.072 Acceptance - Traffic Maintained**
- 109.073 Final Inspection**
- 109.08 Acceptance and Final Payment**
- 109.09 Termination of Contractor's Responsibility**
- 109.10 Termination of City's Liability**

109.09 Termination of Contractor's Responsibility

109.10 Termination of City's Liability

109.11 Guarantee

109.02 Scope of Payment. Add the following paragraphs:

Before commencing the Work, the Contractor shall submit to the Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

The prices stated in the Contract shall include all risks of delay, damage and destruction from all causes whatsoever, all labor, material and transportation, and all other work, equipment, and expenses of whatever nature necessary or incidental to the performance, completion and maintenance of the Work herein specified, in perfect condition during the progress of and until completion and final acceptance.

109.04 Extra and Force Account Work. Add the following:

When requested by the Engineer, the Contractor shall provide supporting information for pricing furnished for proposed changes to the contract amount. Whether for changes in work or claim, the Contractor shall provide all information required to fully verify the prices furnished.

Support may be those cost elements that can be fully verified by documentary evidence, such as paid invoices, signed labor, materials, equipment tickets, and verified quantity sheets. Copies of the documentary evidence shall be furnished with the price proposal.

Estimated pricing are those cost elements which cannot be fully supported with actual cost elements. In this case the Contractor shall explain, in the proposal, how the price was determined, indicating those factors that are based on actual experience. All factors used to determine the pricing shall be shown and explained. The Contractor shall furnish any additional details of any and all factors used when requested by the Engineer.

All pricing information furnished in support of the Contractor's price proposal shall be held by the City as private business information with strictly limited circulation when requested by the Contractor. By entering into this contract, the Contractor agrees to allow the City to audit the Contractor's records, bidding documents and books upon the Engineer's written request. The Contractor is required to cooperate with any such audit; the City will be obligated to conduct any such audit in such a manner to minimize any interference with the Contractor's operations.

109.06 Partial Payments.

The following paragraphs shall be added to this section:

No monthly payment as a rule will be made for an amount less than \$500.00.

Prior to payment of any partial payments to a Contractor the City requires the Contractor to file a partial (progress) payment affidavit. Such affidavits shall be filed with the City's Contract Administering Agency, and available for the Subcontractor's review.

It is the Subcontractor's obligation to collect payments due it from the party with whom it contracted, namely the Contractor.

As the work progresses the City will make monthly partial payments. Payments will be based on agreed Contractor's estimates of Work done, including labor and materials incorporated in the Work since last partial payment, if any.

The City will pay not less than 92 percent of the estimates until 50 percent of the Work is completed, thereafter 100 percent of the estimates submitted by the Contractor and approved by the city will be paid.

At any time estimates may be withheld or reduced if, in the opinion of the city, the Work is not proceeding in accordance with the provisions of the Contract, or pending settlement of liens or claims filed against the contractor.

Form No. 97S Affidavit of General or Mechanical Branch Contractor, must be submitted with every request for partial payment. Supply of forms is available from the Contract Administering agency.

109.07 Payment for Material on Hand. Add the following paragraphs to this section:

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the City payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the City to establish the title to such materials and equipment or otherwise protect the City interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

Payment for stored material shall not exceed the actual cost thereof as documented by the supplier's invoice.

109.071 Acceptance - Traffic Detoured. Delete.

109.072 Acceptance - Traffic Maintained. Delete.

109.073 Final Inspection. When the work has been entirely completed and the final cleaning up has been performed, the Engineer will inspect the improvement. If items remain which must be completed or remedied by the Contractor, the Contractor shall perform the work immediately upon being notified by the Engineer. When such items have been corrected by the Contractor, final inspection will be made. The work must pass final inspection before it will be accepted by the City.

109.08 Acceptance and Final Payment. Upon receipt of written notice that the Work is ready for final inspection and acceptance, that record drawings have been delivered to the Engineer, and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will issue a certification stating that the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's observations and inspections, the Work

109.08 Acceptance and Final Payment. Upon receipt of written notice that the Work is ready for final inspection and acceptance, that record drawings have been delivered to the Engineer, and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will issue a certification stating that the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in such Application for Payment is due and payable.

If any items were erroneously estimated too large in any partial payment estimate, such error shall be corrected in the statement of total cost, and the Contractor shall have no right to any such excess and shall not be entitled to any damage on account of such correction in the statement of total cost.

Before final payment will be released (1) the Contractor shall have furnished evidence satisfactory to the City that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work, and (2) the Contractor shall have executed and delivered in a form satisfactory to the City a General Release running to the favor of the City. Should there prove to be any such claim, obligation or lien after final payment is made, the Contractor shall refund to the City all monies that the City shall pay in satisfying, discharging or defending against such claim, obligation or lien or any action brought or judgement recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

If requested by the City, Affidavit Form 104 or 104F must be supported by a certified copy of the detailed payroll record for the questioned period or periods. If requested by the City Form 66 must be supported by affidavits from all Subcontractors and Suppliers.

The City may withhold payment of an estimate if (1) either of the Affidavits and/or the certified payroll records have not been submitted, or (2) if the Prevailing Rate of Wages have not been met.

The City shall have the right to withhold payment if any of the following occur: (1) evidence of nonpayment for any labor, services, materials, equipment, taxes, fuel, other necessary items, or obligations incurred in connection with the Work (2) any claim or lien filed as a result of nonpayment for any of the aforementioned, (3) any claim or lien for which the City might become liable and which is chargeable to the Contractor, (4) if the Contractor, any Subcontractor or any person under it causes damage to the Work or any other work on the project, or (5) if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of this contract.

The City shall have the right to withhold from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge, and/or defend against any claim, lien, action which may be brought against it, or judgment which may be recovered thereon (2) make good any such nonpayment, damage, failure or default, and (3) compensate the City for an indemnify it against any and all losses, liability, damages, costs, and expenses. This includes legal fees and disbursements which may be sustained or incurred by either the City or the Contractor. The City shall have the right to apply and charge against the Contractor as much of the amount retained as may be required for the foregoing purposes.

If the amount withheld is insufficient therefore, the Contractor shall be liable for the difference and pay the same to the City.

Prior to the date of final payment to the Contractor, all of the Contractor's signs of any kind shall be removed from the premises, and all submittals required by the Contract, including warranties and equipment lists, shall have been submitted.

Upon completion of the work and prior to the payment of the final Application for Payment, the Contractor and its Subcontractors shall execute and submit the following affidavits:

Form 66: Certifying that all payments have been made for all labor, material, equipment, and subcontracts.

Form 104 or Form 104F: Certifying that wages have been paid in accordance with the Prevailing Wages provisions set forth in the contract.

It is agreed that the Contractor shall indemnify and save the City harmless from any claims for labor done, materials furnished under this contract, or any alterations or modifications thereof, and shall furnish the City with satisfactory evidence, when called for, that all persons who have done work or have furnished materials under this contract, for which the City may become liable under any laws of the State of Ohio, have been fully paid or satisfactorily secured; and in case such evidence is not furnished, an amount necessary or sufficient, within the discretion of the said City, to meet the claims of the persons aforesaid, shall be retained, in addition to any other moneys that are to be retained, as is hereinafter specified, from the money due the contractor under the contract, until liabilities aforesaid shall be fully discharged or satisfactorily secured.

109.09 Termination of Contractor's Responsibility. The Contract will be considered complete when the work has been entirely completed, the final inspection, the work accepted by the City and the final estimate paid. The Contractor will then be released from further obligations except as set forth in 109.11.

109.10 Termination of City's Liability. No person, partnership, firm or corporation other than the Contractor shall have any interest in the Contract, and no claim shall be made or held valid, and neither the City nor its agents shall be held liable for, nor shall be held to pay any money except as herein provided. The acceptance by the Contractor of the final payment made as aforesaid shall operate as, and shall constitute, a release to the City and its agents from any claim or liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the City or any person related to or connected with the work.

The Contractor further agrees to relieve and hereby relieves and indemnifies and holds harmless the City from and against any and all liabilities, losses, judgements and claims of every nature and description by or on behalf of any person, firm, corporation, or other entity or governmental authority arising out of the performance of this contract by said contractor, the Contractor's officers, employees or agents.

Contractor shall relieve and hereby relieves and indemnifies and holds harmless the City, its officers, employees, agents and servants from and against any claim or liability arising out of, from or based on the violation of any law, statute, ordinance or regulation by the Contractor, the Contractor's officers, servants, employees, or agents.

The Contractor shall indemnify, protect, defend and save the City harmless from all liabilities, judgements, costs, damages and expenses, which may in any way come against the City by reason of the use of any patented material, machinery, device, equipment or process furnished or used in the performance of the work under the contract, or by reason of the use of a patented design furnished and installed in the work by the Contractor.

The Contractor shall indemnify, protect, defend and save the City harmless from all liabilities, judgements, costs, damages and expenses, which may in any way come against the City by reason of the use of any patented material, machinery, device, equipment or process furnished or used in the performance of the work under the contract, or by reason of the use of a patented design furnished and installed in the work by the Contractor.

In the event any claim, suit, or action at law, or inequity, of any kind whatsoever is made or brought against the City, the City shall have the right to retain from the money due or to become due to the Contractor any amount of money sufficient to protect itself against loss or judgement in the manner and upon the conditions as herein specified.

The Contractor shall pay all damages to real or personal property, or for any injury sustained by any person growing out of any act or deed of the Contractor, or the Contractor's agents and employees, that is in the nature of a legal liability, and the Contractor shall protect and save the City harmless against all suits and actions of every name and description brought against the City for, or on account of, any such injuries sustained by any person or persons caused by the Contractor, the Contractor's agents and employees in the execution of the work, or by or in consequence of any negligence in guarding the same, or by or on account of any omission or act of the Contractor, the Contractor's agents or employees, and so much of the money due the Contractor under and by virtue of the contract, as may be considered necessary by the City, will be retained by the City to protect itself against loss and judgement until such suit or claim for damage shall have been settled, and satisfactory evidence to that effect shall have been furnished to the City.

109.11 Guarantee. The Contractor shall remove, replace and/or repair at the Contractor's own expense and at the convenience of the City any faulty, defective or improper work, materials or equipment discovered within one (1) year from the date of Final Completion or for such longer period as may be provided in the Contract Documents. Any work repaired or replaced under the Guarantee will be guaranteed for the same duration specified and shall commence upon completion and acceptance of the repair or replacement.

The bond securing the Contract shall cover this guarantee period.

The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such correction.

The Contractor shall be responsible for handling replacement and installation of malfunctioning equipment and materials during the entire period that the equipment or material is covered by this guarantee or the manufacturer's guarantee, whichever is longer. This requirement includes delivery and installation of replacement equipment.

