

CITY OF AUBURN STANDARD SPECIFICATIONS
GENERAL CONDITIONS

SECTION 7
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

7.01 PUBLIC CONVENIENCE AND SAFETY

No road shall be closed by the Contractor to the public except by written permission of the Engineer, and except while so closed, the Contractor shall maintain traffic over, through, and around the Work included in this Contract, with the maximum practical convenience, for the full twenty-four (24) hours of each day of the Contract, whether or not Work has ceased temporarily. The Contractor shall notify the Engineer at the earliest possible date after the Contract has been executed, and in any case, before the starting of any construction that might in any way inconvenience or endanger public, so that the necessary arrangement may be determined.

The convenience of the public and of residents along the road shall be provided for in a reasonable, adequate, and satisfactory manner. Where existing roads are not available for use as detours, unless otherwise provided in the Special Conditions, all traffic shall be permitted to pass through the Work. The Contractor shall provide and maintain at his own expense and in a manner approved and deemed practicable by the Engineer such temporary roads as may be necessary to provide convenient access to driveways, houses, buildings, or other property abutting the Work, as well as temporary approaches to and crossing of intersecting roads.

The Contractor shall arrange his work so that no undue and prolonged blocking of business establishments will occur.

Materials and equipment stored on the roads shall be so placed to insure minimum danger and obstruction to the traveling public. The work shall be so conducted to minimize obstruction to the traveling public.

In order that all unnecessary delay and danger to the traveling public may be avoided, the Contractor, if necessary, shall provide and station competent skilled flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the Work. The City of Auburn reserves the right to stop work if substandard flagging and/or traffic control exists at the work site.

Fire hydrants shall be accessible at all times to the Fire Department. If a hydrant is taken out of service, notification must be given to the Project Manager or Inspector, the AWWB, and the AFD at least 24 hours before the anticipated outage. The hydrant must be properly marked with an 'Out of Service' tag. No materials or other obstruction shall be placed closer to a fire hydrant than permitted by ordinances, rules or regulations or within five (5) feet of a fire hydrant, in the absence of such ordinances, rules or regulations. The Contractor shall give the Fire Department at least forty-eight (48) hours written notice before it becomes necessary to obstruct a cross street.

7.02 CROSSING RAILROADS

No work of any character shall be commenced on the railroad right-of-way until the railroad company has been duly notified by the Contractor of the date he proposes to begin work and until an authorized representative of the railroad company is present, unless the railroad company waives such requirements.

7.03 BARRICADES, DANGER, WARNING AND DETOUR SIGNS

Conforming to the *U.S. Department of Transportation Federal Highway Administration Manual On Uniform Traffic Control Devices*, current edition, the Contractor shall at all times, and at his own expense, take all necessary precautions for the safety of the public and the protection of the Work. This includes, but is not limited to, the provision, use, and maintenance of suitable and sufficient warning signs, reflectors, drums, cones, barricades, flagmen, and other warning and channelization devices warranted by the *U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices*, current edition.

7.04 PRESERVATION AND RESTORATION OF PROPERTY, TREES, MONUMENTS, ET CETERA

The Contractor shall not enter upon private property for any purpose without first obtaining permission from the owners and the lessees. The Contractor shall be responsible for the preservation of all public and private property, monuments, signs, utilities, etc., along and adjacent to the project; shall use every precaution necessary to prevent damage to pipes, conduits and other underground structures; and shall protect carefully from disturbance or damage all land monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The Contractor must obtain all necessary information regarding existing utilities, and shall give notice in writing to the owners or the proper authorities in charge of streets, utilities, and all other property that may be affected by the Contractor's operation, at least forty-eight (48) hours before his operations will affect such property. The Contractor shall not hinder or interfere with any person in the protection of such property or with the operation of utilities at any time.

The Contractor shall not remove, injure, cut or destroy trees, shrubs, or plants that are to remain on the streets or those, which are privately owned without proper authority.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or otherwise of the Contractor, he shall make good such damage or injury in an acceptable manner.

The Contractor shall examine all bridges and culverts on or near the Work over which he will move his materials, implements or equipment and shall take such precautions as are necessary to properly strengthen such structures to prevent damage before he uses them. The Contractor shall be responsible for any and all damages caused by his operations to such bridges and culverts.

7.05 ACCIDENT REPORTING

The Contractor shall report all accidents occurring on the Work within forty-eight (48) hours after their occurrence. The report shall contain complete information on the accident including names, addresses of persons involved and names and addresses of witnesses.

7.06 RIGHT-OF-WAY

All rights-of-way and easements for the Work will be provided without cost to the Contractor unless otherwise specified. If the Contractor believes that any delay in City's furnishing these lands or easements entitles him to an extension of the Contract Time, this claim should be made promptly in writing to the Engineer. The Engineer will review the validity of the claim with his decision being final.

7.07 INTERFERENCE OF CONTRACTORS

The right is reserved by the City to award any work not included in the Contract to another contractor for performance during the progress of this Contract, or to perform such work by City forces, and the Contractor shall so cooperate and conduct his operations as to minimize interference therewith as directed by the Engineer.

Where other contractors are employed on related or adjacent work, Contractor shall conduct his operations in such manner as not to cause any unnecessary delay or hindrance to the other contractor(s). Each contractor on adjacent or related City projects shall be responsible to the other City Contractors for any damage, injury, loss, or expense which may be suffered on account of interference of operations, neglect or failure to finish the work at the specified time, or for any other cause, and a direct cause of action between and among City Contractors is established by virtue of inclusion of this clause in all applicable City contracts.

7.08 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the Engineer as evidenced in writing, the Work shall be in the custody and under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to any part thereof by natural elements or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good at his own expense all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expenses thereof.

7.09 PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any of the provisions of the Contracts or in exercising any power or authority granted thereby, there shall be no liability upon the Engineer or his authorized representatives, either personally or as officials of the City, it being understood that in such matters they act as agents and representatives of the City.

7.10 NO WAIVER OF LEGAL RIGHTS:

The City or the Engineer shall not be precluded or stopped by any measurement, estimate, or certificate made or given by either of them before or after the completion and acceptance of the Work and payment therefore, pursuant to any measurement, estimate, or certificate, from showing the true and correct amount and character of the Work performed and materials furnished by the Contractor; or from showing, at any time, that any such measurement, estimate, or certificate is untrue or incorrectly made in any particular; or from showing at any time that the Work or materials, or any part thereof, do not conform in fact to Specifications or Contract. The Engineer shall have the right to reject the whole or any part of the aforementioned Work or materials should the said measurements, estimate or payment be found or be known to be inconsistent with the terms of the Contract, or otherwise improperly given; and the City shall not be precluded from demanding and recovering from the Contractor. Neither the acceptance by the Engineer or any representative or employee; nor any certificate by the Engineer for payment of money; nor any payment for nor acceptance of the whole or any part of the Work by the City or Engineer; nor any extension of time; nor any possession taken by the City or its employees, shall operate as a waiver of any portion of the Contract or of any power herein reserved by the City or of any right to damages herein provided, nor shall any breach of the Contract be held to be a waiver of any other subsequent breach.