

**ITEM 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

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**107.01 Laws to be Observed.** The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, codes and regulations and all orders and decrees of authorities having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with all such laws, ordinances, codes, regulations, orders, and decrees; and shall protect and defend, indemnify and hold harmless the City as provided in 107.24 relating to violation of any such law, ordinance, code, regulation, order, or decree, whether by the Contractor or its employees or agents, or the Contractor's subcontractors or suppliers.

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

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

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

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

**A. Licensed Water Contractor Requirement.** It shall be unlawful for any person to perform any work on City of Columbus water line systems without first securing license to engage in such work, as indicated in Columbus City Code Section 1103.06. This work includes any attachments, additions, alterations, or rehabilitation of any city service pipe or appurtenances (including water service lines and taps). This requirement may be met by utilization of a subcontractor who holds a City of Columbus Water Contractor License or a Combined Water/Sewer Contractor License to perform this work. Utilization of a subcontractor must meet the licensing requirements of City of Columbus Building Code, in particular Section 4114.119 and 4114.529.

**B. Licensed Sewer Tapper Requirement.** It shall be unlawful for any person to engage in the business of sewer tapping and sewer building, or to open or tap any sewer in any street, alley or any public or private place or rehabilitation of any sewer or appurtenances (including manholes, inlets, and service laterals) in the City of Columbus without first securing license to engage in such business, as indicated in Columbus City Code Section 1131.01. Utilization of subcontractor must meet the licensing requirements of City of Columbus Building Code, in particular Section 4114.119 and 4114.529.

**107.03 Patented Devices, Materials and Processes.** If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, suitable legal agreement(s) with the patentee or owner shall be provided for such use. The Contractor shall defend, indemnify and hold harmless the City, as well as any affected third party or political subdivision, as provided in 107.24 relating to any infringement by reason of the use of any such patented design, device, material or process or any trademark or copyright.

The Contractor must obtain the approval of the City to substitute a patented material or process specified in the Contract Documents.

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

**107.04 Restoration of Surfaces Opened by Permit.** The right to construct or reconstruct any utility service in the roadway, street, or right of way or to grant permits

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for same, at any time, is hereby expressly reserved by the Director, or the owner of said roadway, street or right of way.

Any individual, firm, or corporation wishing to make an opening in the street must secure a permit. The Contractor shall allow parties bearing such permits, and only those parties, to make openings in the roadway.

When ordered by the Engineer, the Contractor shall make in an acceptable manner all necessary repairs due to such openings and such necessary work will be paid for as provided in the Specifications, and the repair work shall conform to the Contract Documents.

**107.05 Federal-Aid Provisions.** When the United States Government pays for all or any portion of the Project's cost, the federal laws and the rules and regulations made pursuant to such laws must be observed and the Work is subject to the inspection of the appropriate Federal agency.

Such inspections shall not make the Federal Government a party to this Contract and such inspections will in no way interfere with the rights of the Contractor or the City under the Contract.

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

**107.07 Public Convenience and Safety.** The Contractor shall, at all times, so conduct the Work as to assure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the street and the protection of persons and property shall be provided for by the Contractor as specified under 104.04.

The Contractor shall provide and maintain safeguards, safety devices and protective equipment and take any other needed actions as may be necessary to protect the public and property in connection with the work. Do not close streets unless specifically allowed by the Contract.

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

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

**107.09 Maintenance of Traffic.** All work shall be performed in accordance with Item 614, Maintaining Traffic.

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

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

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

**107.10 Use of Explosives.** When and if it is necessary for the prosecution of the Work to resort to blasting with explosives, the Contractor shall use the highest degree of care and adequate protective measures so as not to endanger life, completed portions of the Work, and all other property, both public and private. Before conducting any blasting operations, the Contractor shall furnish the Engineer, in writing, a schedule of intended blasting operations and it shall give the Engineer prior written notification of any changes in such schedule.

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

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

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

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

**107.11 Protection and Restoration of Property.** The Contractor is responsible for the preservation of all property impacted by the Contractor's operations.

The Contractor is responsible for all damage or injury to property, during the prosecution of the Work, resulting from any act, omission, neglect, defective work or materials, or misconduct in the manner or method of executing the Work. The Contractor shall remain responsible for all damage and injury to property until the Project is accepted under 109.11. The Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any damage or injury to property. If the Contractor causes any direct or indirect damage or injury to public or private property by any act, omission, neglect, or misconduct in the execution or the non-execution of the Work, then it must restore, at its own expense, the property to a condition similar or equal to that existing before the damage or injury.

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If mailboxes, road, or street name signs and supports interfere with the Work, then remove and erect them in a temporary location during construction in a manner satisfactory to and as directed by the Engineer. After completion of the Work and before final acceptance of the Project, erect the mailboxes, road, or street name signs and supports in their permanent locations according to the plans unless otherwise directed by the Engineer. Consider the cost of this Work as incidental to the affected items.

Cooperate with the Engineer in protecting and preserving monuments, cornerstones and boundary survey markers that are affected by the Work as required by ORC 5519.05.

When specified in the plans, the Contractor will construct the Monument Assemblies with the iron pin and Reference Monuments with the iron pin and cap. Right-of-Way Monuments are property boundary monuments set to comply with Ohio Administrative Code Section 4733.37, "Minimum Standards for Boundary Surveys in the State of Ohio" and ORC 5519.05 and are recited in the Right-of-Way deeds to convey the property or easement rights. If shown in the Right-of-Way plans, Right-of-Way monuments will be set after acquisition and prior to construction activities by the City. These monuments normally delineate the boundary secured for the highway construction. There are situations where temporary Right-of-Way easements are purchased to construct the work and it is expected that the permanent Right-of-Way monuments within the temporary easements may get destroyed to perform the work. Any permanent Right-of-Way Monuments or property monuments on or outside the Right-of-Way limits and not enclosed within a temporary easement for the project will be the Contractor's responsibility to protect. Upon completion of the final grading replace any Right-of-Way Monuments destroyed during or by construction activities. A quantity for replacement of Right-of-Way Monuments expected to be destroyed that are within a temporary easement will be paid under Item 604. When specified in the plans, the Contractor will construct the Monument Assemblies and Reference Monuments with the iron pin and cap. Right-of-Way Monuments, Monument Assemblies and Reference Monuments are to be set under the direct supervision of a Registered Surveyor.

Do not begin grading or resurfacing operations until the Contractor has referenced and verified the position of all known monuments, cornerstones, and boundary survey markers in the area to be improved, relative to the survey information provided to the Contractor by the City. Make a reasonable search effort using common iron pin locating devices to locate monuments, cornerstones, and boundary survey markers at normal probable locations (i.e., offsets at occupation lines) if no monuments are shown on the Plans. If monuments, cornerstones, and boundary survey markers are unexpectedly encountered, then protect, reference, and preserve them in the same manner. Referencing, as indicated above, shall mean locating their positions relative to a project control network, traverse line or centerline using standard acceptable surveying measurements and techniques suitable to meet the requirements of OAC Section 4733-37-04, Measurement Specifications. The locating method, field data recording procedures and equipment to be used will be reviewed and approved by the Engineer prior to performing the work.

Provide the Engineer with a report indicating the monuments, cornerstones, and boundary survey markers located. List project coordinates and/or station and offset

relative to the plan centerline and a description of the monuments, cornerstones, and boundary survey markers found, including size, material, condition, any cap stamping or markings and noting any differences from the plan locations of any of the monuments. The Engineer shall compare the Contractor's preconstruction monument report with the plans and any preconstruction checks provided by the City.

If monuments, cornerstones, and boundary survey markers of the Public Land Survey System control corners are encountered in the performance of the Work, and adjustable monument assemblies are not listed in the Proposal, then the City will furnish them and supervise their precise location and installation in conformity with ORC 5519.05. Furnish all labor, equipment, and materials required to perform such installations. The City will pay for any labor, equipment, or materials furnished during the installation according to 109.05. Perform relocation Work under the supervision of a registered surveyor.

The Engineer will deduct from the estimates the cost incurred by the City for repair, re-determination of location, and replacement of any monuments, cornerstones, or boundary survey markers within the highway that were damaged, destroyed, or made inaccessible during the progress of the Work by the Contractor or its employees, subcontractors, or their agents, in violation of these provisions.

Do not create staging areas, store materials and equipment, or borrow or waste materials in areas labeled as an environmental resources areas in the Contract Documents. All properties to be utilized by the Contractor outside the project Right-of-Way must be cleared for all environmental resource impacts prior to the beginning of work. Environmental resources include but may not be limited to:

1. Cultural Resources
  - a. Buildings, structures, objects, and sites eligible for or listed on the National Register of Historic Places
  - b. Historic or prehistoric human remains, cemeteries, and/or burial sites (pursuant with ORC 2909.05 and 2927.11)
2. Ecological Resources
  - a. Wetlands
  - b. Streams
  - c. Wooded areas with trees to be removed in excess of 8 inches diameter at breast height
3. Public Lands
  - a. Lands meeting the criteria of 49 U.S.C. 303, 23 CFR 771.135: 4(f).
  - b. Lands meeting the criteria of 16 U.S.C. 4601-4, 36 CFR59.1: 6(f).
4. FEMA Mapped 100 year Floodplains
5. Hazardous Waste Areas

All areas proposed to be utilized by the Contractor outside the Construction Limits shall be reviewed by the City and/or environmental contractor(s) that are prequalified by

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the City for each environmental resource. Have the consultant(s) certify that the proposed site to be utilized for the Contractor will not impact:

Cultural Resources

Ecological Resources

Public Lands

FEMA Mapped 100 year Floodplains

Hazardous Waste Areas

Provide all documentation and the consultant certification to the Engineer.

Should the areas proposed for use by the Contractor outside the project right of way limits contain environmental resources the Contractor is responsible to the City for all environmental clearances and permits prior to the beginning of Work.

### **107.12 Contractor's Use of the Project Right-of-Way or Other City-Owned Property.**

**A. Disposal of Waste Material and Construction Debris and Excavation of Borrow on the Project Right-of-Way or on Other City-Owned Property.** Dispose of waste material according to 105.16 and dispose of construction debris according to 105.19. In addition to the rights granted in 104.05, the Contractor's use of the Project Right-of-Way or other City-owned property for the disposal of waste material and construction debris and excavation of borrow material is restricted as follows:

1. If the Contract Documents identify locations for the disposal of waste material and construction debris or excavation of borrow material within the Project Right-of-Way or on other City-owned property, then only perform these operations in these designated locations.
2. If the Contract Documents do not identify locations for the disposal of waste material and construction debris or excavation of borrow material within the Project Right-of-Way or on other City-owned property, then do not bid assuming that the City will make such locations available.

If the Contractor's request to use locations within the Project Right-of-Way or on other City-owned property is approved by the Engineer, then the City may allow the Contractor to dispose of waste material and construction debris or excavate borrow material for a fee of \$0.50 per cubic yard.

**B. Equipment Storage and Staging.** The Contractor may use, fee-free, any portion of the Project within the Project Right-of-Way for staging, equipment storage, or an office site with the approval of the Engineer, provided such usages do not interfere with the Work and are not prohibited by the Contract Documents. Do not bid in anticipation of using any properties within the Project Right-of-Way or any City-owned property that is outside the Project Right-of-Way for equipment storage or staging.

**C. Equipment Removal and Site Restoration.** Remove all Contractor equipment and completely restore all utilized sites used as required by 104.07 before Final Acceptance as provided in 109.11.

**107.13 Responsibility for Damage Claims.** The Contractor shall defend, indemnify and hold harmless the City, as well as any participating railroad or railway company, as provided in 107.24 relating to any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the Project or on account of any act or omission, by the Contractor, its agents, its subcontractors, or its suppliers.

**107.14 Motorist Damage Claims.** The resolution of motorist damage claims shall comply with the provisions of Sections 335.01 and 335.012 of City Code.

**107.15 Opening Sections of Project to Traffic.**

**A. When Ordered by the Engineer.** Upon written notice from the Engineer directing that the highway, street, bridge, or culvert, or any part thereof be opened for travel, the Contractor shall put the highway, street, bridge or culvert or such portions thereof as the Engineer may direct in such condition for travel as the Engineer may direct, and shall remove all barriers and obstructions. Acceptance of the Work in whole or in part is not involved in this case, but the Contractor shall be responsible for damage by such traffic to completed or partially completed portions of the Work. Additional costs and time to the Contractor by such action shall be reimbursed in accordance with 104.02.F and 108.06.D, as applicable.

**B. When Progress is Unsatisfactory or Work is Suspended by the Contractor.** When a portion of a roadway or a structure is completed and the progress schedule for the Work has not been met or the Contractor suspends work for over fourteen days during the normal construction season, the Engineer on written notice to the Contractor may order the road or structure to be opened for travel and the Contractor shall place the highway, street, structure, or portions thereof in such condition for travel as the Engineer may order and shall remove all barriers and obstructions at no cost to the City.

**107.16 Contractor's Responsibility for Work.** Until Final Acceptance of the Project by the Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, from vandalism, from vehicular accidents, or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before Final Acceptance and shall bear the expense thereof.

In case of suspension of work by the Contractor, or under the provisions of 105.01.B, the Contractor shall be responsible for the Work and shall take such precautions as may be necessary to prevent damage to the Work, provide for adequate drainage, erect any necessary temporary structures, temporary pavements, signs, or other facilities, and providing required maintenance of traffic and public and private access to property, all at the Contractor's expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seeding, and sodding furnished under the Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**107.17 Contractor's Responsibility for Utility Property and Services.** At points where the Contractor's operations are adjacent to properties of railway, telephone, cable,



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fiber optics, and power companies, or are adjacent to private wells, private wastewater disposal facilities, private stormwater conveyance systems and other utilities or property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

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

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

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

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

**107.20 No Waiver of Legal Rights.** No action or inaction by the City, including but not limited to, the inspection by the Engineer, nor by any inspector or duly authorized City representatives, nor any order, measurements, or certificate by the Director, or said representatives, nor any order by the Director for the payments of money, nor any payment for, nor acceptance of any Work by the Engineer, nor any extension of time, nor any possession taken by the City or its duly authorized representatives, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, or any other rights or remedies that the City may have under the Contract, at law or otherwise; nor shall any waiver of any breach of the Contract be held to be a waiver of any other subsequent breach.

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

**107.22 Litigation.** All lawsuits involving claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Contract or its breach shall be brought in and decided by a court of competent jurisdiction within the County of Franklin, State of Ohio, and the law of Ohio shall govern without reference to its conflict of laws rules, if applicable.

**107.23 Environmental and Natural Resources Protection.** Comply with all Federal, State, and local laws and regulations controlling protection of the environment and natural resources. Avoid polluting streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, sediments, or other harmful materials, and avoid polluting the atmosphere with particulate and gaseous matter. Adopt sustainability best management practices, including clean and efficient energy use, the use of recycled materials if allowed by the Contract Documents, and waste reduction and recycling.

**A. Water Pollution Control.** The Contractor shall comply with all federal, state and local water pollution control laws and regulations, permits, plans, and policies, including but not limited to:

1. The Clean Water Act and the regulations promulgated thereunder;
2. Ohio Revised Code Chapter 6111 and the regulations promulgated thereunder;
3. City of Columbus Stormwater Drainage Manual;
4. Individual NPDES Permits issued for City of Columbus Facilities;
5. Ohio General Permit to Discharge Stormwater associated with Industrial activity, if applicable;
6. Ohio General Permit for filling Category 1 and Category 2 Isolated Wetlands;
7. Ohio EPA General Permit for Storm Water Discharges Associated with Construction Activity;
8. Ohio EPA General Permit for Storm Water Discharges Associated with Construction Activity in the Big Darby Watershed;
9. Ohio EPA General Permit for Storm Water Discharges Associated with Construction Activity in the Olentangy River Watershed;
10. Stormwater Pollution Prevention Plans adopted for City of Columbus facilities and/or required for the Project pursuant to the Clean Water Act;
11. Any Spill Prevention Control and Countermeasures Plan required under the Clean Water Act;
12. Columbus Erosion and Sediment Pollution Control Regulation, latest revision.

When equipment is working next to a city storm sewer inlet, stream, lake, pond, or reservoir, spill response equipment is required in the event of a hydraulic leak. Do not stockpile fine material next to a sewer inlet, stream, lake, pond, or reservoir.

Take precautions to avoid demolition debris and discharges associated with the excavation and hauling of material from entering the stream. Remove any material that does a storm sewer or stream immediately.

When excavating in or adjacent to streams, separate such areas from the main stream by a dike or barrier to keep sediment from entering the stream. Take care during the construction and removal of such barriers to minimize sediment entering the stream.

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Accomplish control of ground water and water in excavations in a manner that prevents the degradation of the water quality of any surface water. Install wells and well points with suitable screens and filters where necessary to prevent the continuous pumping of fines. Pump sediment-laden water in a manner to prevent introduction into the city storm sewer system or degradation of streams, lakes, ponds, or other areas of water impoundment. Such prevention may involve but is not limited to the means and methods described in Item 207. Use the current version of the *Sediment and Erosion Control Handbook* to plan this work. Use the methods necessary to prevent adverse effects to surface waters as provided in OAC-3745-1-04. The cost of constructing and maintaining these measures is incidental to the Contract.

Contain, collect, characterize and legally dispose of all waste water and sludge generated during the work. Do not allow or mix any waste water with storm water. Do not discharge any waste water without the appropriate regulatory permits. Manage waste water and sludge in accordance with ORC Chapter 6111 and all other laws, regulations, permits and local ordinances relating to this waste. Waste water management is incidental to the Work unless otherwise specified in the contract.

### **B. Dredging, Filling, and Construction Activities in the Waters of the United States or Isolated Wetlands.**

1. When the Work involves dredging, filling, and/or construction in the waters of the United States as defined by federal law, including but not limited to wetlands, and ephemeral and intermittent streams with a significant nexus to the navigable waters of the United States, the Contractor shall:
  - a. Comply with the applicable United States Army Corps of Engineers (USACE) Nationwide General Permit, including any requirement to file a pre-construction notification or to obtain an individual permit;
  - b. Comply with any applicable USACE Nationwide Permits Regional General Conditions, Nationwide Permits for the State of Ohio, promulgated by the USACE Huntington District Engineer;
  - c. Comply with the applicable Ohio EPA Section 401 Nationwide Permits Certification General Conditions and Limitations and Special Conditions and Limitations; and
  - d. Obtain an Ohio EPA Section 401 Certification for dredging, filling, and/or construction activities in the waters of the United States.
2. When the Work involves dredging, filling, and/or construction activities in an isolated wetland, the Contractor shall obtain from the Ohio EPA an isolated wetlands permit as required by ORC Sections 6111.02 through 6111.028

### **C. Construction Activities or Filling in Special Flood Hazard Areas.**

1. When the Work involves construction activities or filling in a Special Flood Hazard Area as defined in the City of Columbus Flood Plain Management Regulations codified in Columbus City Code Chapter 1150, and these activities will occur within the Columbus city limits, the Contractor shall:

- a. Obtain a Special Flood Hazard Area Development and Use Permit from the City of Columbus, Department of Public Utilities prior to beginning the Work;
  - b. Obtain prior approval for the Work from the Federal Emergency Management Agency if required under the Columbus Flood Plain Management Regulations and 40 C.F.R. 60.3; and
  - c. Comply with the flood plain filling mitigation requirements of the Columbus Stormwater Drainage Manual
2. When the Work involves construction activities or filling in a Special Flood Hazard Area outside the Columbus city limits, the Contractor shall obtain all necessary permits and comply with the flood plain management regulations of the jurisdiction in which these activities will occur.

**D. Air Pollution Control.** The Contractor shall comply with Ohio's Air Pollution Control Laws and Regulations, ORC Chapter 3704 and the regulations promulgated thereunder, including but not limited to controlling fugitive dust emissions as required under OAC 3745-17-08.

**E. Solid and Hazardous Waste Management.** The Contractor shall manage all solid and hazardous wastes generated in carrying out the Work in compliance with Ohio's Solid and Hazardous Waste Laws, ORC Chapter 3734 and the regulations promulgated thereunder.

**F. Endangered Species.** Prior to engaging in any activities that may impact the habitat of threatened or endangered species; the Contractor shall perform any environmental review required under the National Environmental Policy Act, the Endangered Species Act, or Ohio laws and regulations.

**G. Historic Preservation.** Where the Work may impact archaeological, historic, or cultural resources, the Contractor shall conduct any assessments, reviews, and/or studies required under the applicable provisions of the National Environmental Policy Act or other federal law and Ohio's Historic Preservation Laws and regulations, including but not limited to ORC Section 149.53 and OAC Chapter 149-1.

**H. Recordkeeping.** The Contractor shall maintain records establishing compliance with all applicable all federal, state and local laws and regulations, permits, plans, and policies related to environmental and natural resources protection.

**107.24 Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City and its officers, employees, representatives, and agents (hereinafter collectively referred to as the "City") against any and all claims, actions, damages, costs, and legal liability of every name and nature that the City may sustain, incur or be required to pay (including, but not limited to, consultant and attorney's fees, disbursements, costs or other expenses) arising out of or in connection with the Work by reason of any action, inaction, omission, or breach by the Contractor, its agent(s) or person(s) employed by the Contractor, or any of its subcontractors or suppliers, including, but not limited to, (i) failure to comply with the terms and conditions of the Contract or pertinent subcontract(s), or (ii) any of the Contractor's liability under the Contract Documents.

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The City may retain any amounts due or that may become due to the Contractor as may be necessary to satisfy any claim for indemnification under the Contract. The Contractor's obligation under this Section shall not be deemed waived by the failure of the City to retain in whole or any part of such monies due to the Contractor, nor shall such suit, action, damages and/or costs have to have been resolved or determined prior to release of any monies to the Contractor under the Contract, nor shall such obligation be deemed limited or discharged by the procurement of any insurance for liability for damages imposed by law upon the Contractor, its subcontractors or suppliers, or the City.

In applying this indemnification provision, the Contractor shall be required to indemnify the City in any action brought by an employee of the Contractor, or any employee of its subcontractors or suppliers, whenever such employee is found to have been comparatively negligent, even if Contractor and/or its subcontractors or suppliers are found not to have been negligent themselves.

The Contractor shall advise the Engineer in writing immediately upon its receipt of notice, actual or otherwise, of any (a) incident or circumstance or (b) claim or action that could give rise to a claim covered by this indemnification provision.