

SECTION 7

SUPPLEMENTAL GENERAL CONDITIONS

1. SURVEYS

- A. The owner shall furnish all boundary surveys and establish all base lines for locating the principle component parts of the work together with suitable number of bench marks adjacent to the work as shown in the Contract Documents. From the information provided by the owner, unless otherwise specified in the Contract Documents, the contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
- B. The contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

2. INSURANCE

- A. Each insurance policy shall be renewed 10 days before the expiration date thereof.
- B. Insurances must be carried by a recognized insurance company licensed to do business in the state in which the project is constructed and approved by the Owner's Attorney.
- C. The contractor's and his subcontractor's Insurance Coverage shall provide protection in the amounts as specified in the Special Conditions against the following special hazards:

Blasting:

Damage to existing structures

Damage to private driveways, sidewalks, shrubbery, plantings, trees, etc.

Damage to public utilities, i.e. electric, water, sanitary sewer, storm sewer, telephone, gas, telecable, etc.

Damage to U.S. Government markers.

The insurance certificates themselves must contain the naming of the aforesaid special hazards.

- D. The contractor shall not commence work under this Contract until he has obtained all the insurance required and such insurance has been approved by the Owner, nor shall the contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained and approved.
- E. In the event any insurance coverage should be canceled or allowed to lapse, the contractor will not be permitted to work until adequate and satisfactory insurance is in effect. Failure to keep insurance policies in effect WILL NOT be cause for any claims for extension of the time under this Contract.
- F. Section 5.3.4 - Contractor's Personal Injury Liability Insurance as contained under Article 5 - "Bonds and Insurance" of the General Conditions shall include the following definition:

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

3. SEWAGE, SURFACE AND FLOOD FLOWS

- A. The Contractor shall furnish all the necessary equipment, shall take all necessary precautions and shall assume the entire cost of handling any sewage, seepage, storm, surface, and flood flows which may be encountered at any time during the construction of the Work. The manner of providing for these flows shall meet the approval of the Engineer, and the entire cost of said work shall be included in prices bid for the various items of the Work to be done under this Contract.
- B. The Contractor shall minimize siltation and bank erosion during construction.

- C. During the period of construction the Contractor shall cooperate with the Owner's employees in maintaining all existing treatment facilities in operation. The cost of any temporary connections or bypasses shall be included in the price bid for other items of work under this Contract, as no separate payment will be made.
- D. No wastewater will be bypassed during construction unless a schedule has been approved by the applicable State Department of Public Health and the U.S. Environmental Protection Agency if required pursuant to terms of NPDES Permit.

4. BID SECURITY

A bid security will be required as called for in Item 6, Bid Security, of Section 1 "Information For Bidders" and as described in the "Invitation For Bids" letter. There may be occasion where no bid security will be required. This will be stated in the "Invitation For Bids" letter.

5. RECORD DRAWINGS

The Contractor shall provide to Cleveland Utilities, within thirty (30) calendar days, reproducible mylar(s) of the completed project(s) for potable water and wastewater.

** END OF SECTION **