

**ADDENDUM TO THE  
CITY OF AKRON  
AKRON ENGINEERING BUREAU  
CONSTRUCTION AND MATERIAL SPECIFICATIONS  
2008 EDITION**

**115 PROTECTION OF PERSONS AND PROPERTY**

**The following section is a supplement to CMS General Provisions 100.**

**115.01 Safety Precautions and Programs.** The City, the CMT, each of their employees or each of their representatives are not responsible for the construction means, methods, techniques, sequences or procedures utilized by the CONTRACTOR or for safety precautions and programs in connection with the Work. The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. This requirement applies continuously throughout the Contract performance, until Final Payment is made, and is not limited to regular working hours.

No later than seven (7) days prior to mobilization or the performance of any work, the CONTRACTOR shall submit to the CMT a copy of the Project Specific Safety Program (PSSP) and all updates for the sole purpose to establish that a systematic safety program has been instituted by the CONTRACTOR. The CONTRACTOR's safety program shall comply with OSHA Safety and Health Standards 29 CFR Part 1926 – Safety and Health Regulations for Construction, 29 CFR Part 1910 – Occupational Safety and Health Standards, as well as state and local laws, regulations and ordinances regarding workplace safety.

The CONTRACTOR shall, at a minimum, include the following components in their Project Specific Safety Program. Additional components of the PSSP may be deemed necessary as required by the CONTRACTOR's company safety policy or as determined necessary by the CONTRACTOR due to the specific nature of the work being performed or specific project conditions:

1. PROJECT NARRATIVE

Provide a general project description and overview of project specific hazards and risks to be expanded upon in 4 below.

2. THE RESPONSIBLE PARTY

The plan should identify the individual responsible for implementing the plan, his or her qualifications or training, contact information, and role played during the project. In addition, list additional personnel (i.e. project manager, site superintendent, foreman (men).

3. SAFETY TRAINING

Describe the frequency by which jobsite safety meetings with labor force, supervisors, and subcontractors occur and the format of these meetings. Describe the training required for workers to safely perform their scope of work. Describe how safety meetings are documented (attendees, topics covered, date/time of meeting, etc.).

4. SAFETY INSPECTIONS

List steps that site supervisors will take to ensure that safety procedures are being followed. List frequency of inspections. Show flow chart for personnel safety reporting. Describe how deficiencies and concerns will be addressed.

5. HAZARD IDENTIFICATION

For each phase of work identify related hazards and prescribed countermeasures. Countermeasures should include but not be limited to elements such as PPE requirements, thorough descriptions of safe operating procedures, and site specific hazard identification. Provide Job Safety Analysis (JSA) forms and describe how they are used.

6. COMMON AREAS

The location of the PSSP should be listed in the plan. The location should be a common area and all personnel made aware of its location.

7. EMERGENCY EVACUATION

Provide a plan for severe weather, major accidents, fires, chemical releases and other emergencies. The PSSP should describe how practice drills will be conducted. Describe how work-related injuries/accidents be managed on site and reported to the owner. Include, as a component of this section an Emergency Preparedness Plan and Emergency Response Plan.

8. INCENTIVES AND RECOGNITIONS

Document the existence (if any) of a program or incentives for safe work practices.

9. COMMUNICATIONS

Describe how the PSSP and the CONTRACTOR's and owner's safety requirements will be communicated to personnel onsite. Describe procedures which ensure that all information in the safety plan will be implemented and enforced among works, supervisory personnel and subcontractors.

10. INCIDENT INVESTIGATION

Describe how incidents or near misses are investigated and reported within the CONTRACTOR's organization, to the CMT, and to the owner.

The CMT may conduct periodic audits regarding the implementation of the CONTRACTOR's PSSP. If, in the course of conducting such audits, it is determined by the CMT that the CONTRACTOR is performing any work which is not in compliance with any portion of the PSSP, the CONTRACTOR will be notified. The CONTRACTOR shall assess the potential areas of non-compliance and respond accordingly. If, at any time during the performance of the Work, the CMT determines that unsafe working conditions exist or the PSSP is not being adhered to, the CMT may initiate a stop work order. Any such actions by the CMT shall not relieve the CONTRACTOR from its sole responsibility for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

**115.02 Safety of Persons and Property.** The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected by the Work.
2. All materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the CONTRACTOR or any of its Subcontractors or Sub-subcontractors during performance of the Work. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with all applicable safety regulations.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR shall give all Notices and comply with all Applicable Laws, ordinances, permits, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The CONTRACTOR shall at all times safely guard the City's property from injury or losses in connection with the Contract. The CONTRACTOR shall at all times safely guard and protect its own work and adjacent property, as provided by law and the Contract Documents, from damage. All passageways, guard fences, lights and other facilities required for protection by applicable safety regulations must be provided and maintained.

The CONTRACTOR shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of hazardous materials or equipment is necessary for the execution of the Work, the CONTRACTOR shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The CONTRACTOR shall promptly remedy, at its own cost and expense, all damage or loss to any property referred to in Subparagraph 115.02 of this Article caused, in whole or in part, by the CONTRACTOR, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the CONTRACTOR is responsible under the Subparagraph 115.02 of this Article, except damage or loss attributable to the acts or omissions of the CMT or anyone directly or indirectly employed by them, or by anyone for whose acts either the City or the CMT may be liable, and not attributable to the fault or negligence of the CONTRACTOR. The foregoing obligations of the CONTRACTOR are in addition to its obligations under the CMS. The CONTRACTOR shall perform such restoration by underpinning, repairing, repaving, replanting or otherwise restoring as may be required or directed by the CMT, or shall make good such damage in a satisfactory and acceptable manner. In case of failure on the part of the CONTRACTOR or its Surety to promptly restore such property or make good such damage in a satisfactory and acceptable manner, the CMT may, upon seventy-two (72) hours written Notice, proceed to repair, rebuild or otherwise restore such property as may be necessary; and the cost thereof, or a sum sufficient in the judgment of the CMT or the City to reimburse the owners of property so damaged, will be deducted from any monies due or to become due the CONTRACTOR under the Contract.

The CONTRACTOR shall give Notice, in writing, of commencement of construction activities, at least seventy-two (72) hours before breaking ground, to all owners of property having structures or improvements in proximity to Site of the Work. Such Notice does not relieve the CONTRACTOR of

responsibility for any damages, claims or defense or indemnification of all actions against the CMT resulting from performance of such Work in connection with or arising out of the Contract.

The CONTRACTOR shall return all improvements on or about the site and adjacent property which are not shown to be altered or removed to conditions which existed prior to starting the Work.

The CONTRACTOR shall protect the Work, including but not limited to, the site, stored materials and equipment, excavations and excavated or stockpiled soil or other material intended for use in the Work; and shall take all necessary precautions to prevent or minimize damage to same or to have a detrimental effect upon its performance or that of its Subcontractors, caused by or due to rain, snow, ice run-off, floods, temperature, wind, dust, sand and flying debris. For example, but not by way of limitation, the CONTRACTOR shall, when necessary, utilize temporary dikes, channels or pumping to carry-off, divert or drain water, and shall, as necessary, tie-down or otherwise secure the Work and employ appropriate covers and screens.

The CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents and the protection of material, equipment and property. This person shall be the CONTRACTOR's Superintendent unless otherwise designated by the CONTRACTOR in writing to the CMT. The CONTRACTOR's Corporate Safety Officer (CSO) shall visit the site at least once a week and be available to the Superintendent 24 hours / 7 days a week for assistance if required. Prior to leaving the site the CSO shall file a written visitation report with the CMT commenting on site safety conditions and CONTRACTOR adherence to its Site Safety Program.

Notification to the CONTRACTOR by the CMT of an apparent safety violation will in no way relieve the CONTRACTOR of sole and complete responsibility to correct said violation or of sole liability for the consequences of said violation.

The CONTRACTOR shall promptly report, in writing, to the City and the CMT, all accidents arising out of or in connection with the Work that cause death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the CMT.

The CONTRACTOR shall at all times so conduct his Work as to assure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the project area and the protection of persons and property shall be provided for by the CONTRACTOR.

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.

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

CONTRACTOR shall maintain updated Material Safety Data Sheets (MSDS) for all chemical substances on site. These MSDS shall be made available to all CONTRACTOR personnel, kept in weatherproof binders, and located in proximity to work areas.

**115.03 Hazardous Materials.** Compliance with the City of Akron Code or Ordinances Chapter 100 – Toxic and Hazardous Substances is a condition of this Contract and shall be a condition of each subcontract entered into pursuant to this Contract, that the CONTRACTOR and any Subcontractors comply with applicable sections and/or conditions of Chapter 100. These requirements include, but are not limited to, complying with the employee's "Right to Know" provisions, the providing of adequate safety and protective equipment, and the proper training in the use and handling of hazardous or toxic substances.

The CONTRACTOR is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the CONTRACTOR encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from material or substance, including but not limited to asbestos or PCB's, encountered on the site by the CONTRACTOR, the CONTRACTOR shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the CMT immediately and in writing.

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the CONTRACTOR and any Subcontractor shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety and health standards (Title 29, Code of Federal Regulations, Part 1910 – Occupational Safety and Health Standards).

The CONTRACTOR shall submit at the pre-construction meeting the Material Safety Data Sheets (Form OSHA-20) for any and all hazardous chemicals which are anticipated to be utilized in the pursuit of this Work.

**115.04 Emergencies.** In any emergency affecting the safety of persons or property, whether or not immediate action is required, the CONTRACTOR shall act at its discretion to prevent threatened damage, injury or loss. The CONTRACTOR shall notify the CMT of the situation and all actions taken immediately thereafter. If any loss, damage, injury or death occurs that could have been prevented by the CONTRACTOR's prompt and immediate action, the CONTRACTOR shall be fully liable for all costs, damages, claims, actions, suits, attorney's fees and all other expenses arising therefrom or relating thereto. Any additional compensation or extension of time claimed by the CONTRACTOR on account of emergency work shall be determined as provided in the CMS, for changes in the Work.

**115.05 Streets and Sidewalks.** Ordinance 86 amended Title 9 "General Provisions", Chapter 98 "Streets and Sidewalks", Section 98.13 "Barricades, and Warning Lights" of the Code of Ordinances of the City of Akron is hereby amended and/or supplemented to read as follows:

No person shall, during any repair, excavation, construction or improvement, excavate, or obstruct any street, highway, alley, sidewalk or other public right-of-way without erecting and maintaining at such place, barricades, channelizing devices, and/or reflective devices to prevent injury or access as long as the excavation exists or obstruction remains. All barricades, channelizing devices and reflective devices shall meet the requirements for construction and maintenance and the Ohio Manual of Uniform Traffic Control Devices.

No person shall tear down, remove, misplace, carry away, destroy, or deface any barricade, channelizing device, or reflective device erected or maintained as required by subsection A of this Section unless done under the direction of the Director of Public Service or their authorized agent.

Each type III barricade (as defined by the Ohio Manual of Uniform Traffic Control Devices) shall State in letters at least two (2) inches high and of type approved by the Ohio Department of Transportation, the following:

"Warning: The penalty for disturbing this barricade is a fine of up to five hundred dollars (\$500) and/or imprisonment for up to sixty (60) days."

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK.