SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01 LAWS TO BE OBSERVED
A. The Contractor shall keep fully informed of all federal and state laws, all local bylaws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having 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, bylaws, ordinances, regulations, orders, and decrees, and shall protect and indemnify the Contracting Agency and its representative against any claim or liability arising from or based on the alleged violation of any such law, bylaw, ordinance, regulation, order, or decree, whether by the Contractor, the Contractor's employees, or agents.

107.02 PERMITS, LICENSES, AND TAXES
A. The Contractor shall obtain all permits and licenses, and give all notices necessary and incident to the due and lawful prosecution of the work, including vehicular registration or prorate registration and carrier licensing as applicable. Privilege taxes are in addition to the above fees.

107.03 PATENTED DEVICES, MATERIALS, AND PROCESSES
A. If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Contracting Agency, and affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Contracting Agency for any costs, expenses, and damages which the Contracting Agency may be obliged to pay by reason of any alleged infringement, at any time during the prosecution or after the completion of the work.

107.04 RESTORATION OF SURFACES OPENED BY PERMIT
A. The right to construct or reconstruct any utility service in the public right-of-way, or to grant permits for same, at any time, is hereby expressly reserved by the Contracting Agency or the proper authorities of the municipality or other political subdivision in which the work is done and the Contractor shall not be entitled to any damages either for the digging up of the street or for any delay occasioned thereby.

B. Any individual, firm, or corporation wishing to make an opening in the highway or street must secure a permit from the proper authority. The Contractor shall allow parties bearing such permits, and only those parties, to make openings in the highways or streets. The Contractor shall, when ordered by the Engineer, 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.

C. The Contracting Agency, the Contractor, and each of such workmen, contractors, and others shall coordinate their operations and cooperate to minimize interference.
D. The Contractor shall absorb in the Contractor's bid all costs involved on the Contractor's part as a result of coordinating the Contractor's work with others. The Contractor will not be entitled to additional compensation from the Contracting Agency for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delay, the Contractor shall redeploy the Contractor's work force to other parts of the work.

E. Should the Contractor be delayed by the Contracting Agency, and such delay could not reasonably have been foreseen and prevented by the Contractor, the Engineer will determine the extent of the delay, the effect of the delay on the project as a whole, and recommend to the Board any time extension indicated.

107.05 BLANK

107.06 SANITARY PROVISIONS

A. The Contractor shall provide and maintain in a neat, sanitary condition, such accommodations for the use of the Contractor's employees as may be necessary to comply with the requirements and regulations of the Southern Nevada Health District and of other bodies or tribunals having jurisdiction thereover. The Contractor shall commit no public nuisance.

107.07 TRAFFIC AND ACCESS

A. The Contractor's operations shall cause no unnecessary inconvenience. The access right of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work, or an approved detour shall be provided.

B. Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

C. Safe and adequate pedestrian zones and pedestrian crossings of the work at intervals not exceeding 300 feet shall be maintained unless otherwise approved by the Engineer.

D. Safe and adequate access shall be maintained to existing bus or transit stops throughout duration of road construction in accordance with the following minimum requirements:

1. Unless otherwise specified in the Special Provisions, no public bus or transit stop shall be temporarily closed without the written consent of the Regional Transportation Commission of Southern Nevada (RTC) General Manager or the RTC General Manager's designee. The Contractor shall not close down any two consecutive bus stops on routes for buses traveling in the same direction. The RTC shall be notified at least 10 working days prior to the proposed temporary closure of any bus or transit stop, including those listed in the Special Provisions.

2. No bus stops at transfer points shall be closed during construction. Bus stops at transfer points can, however, be temporarily relocated with the approval of the RTC.

3. Temporary bus stops may be considered upon approval by the RTC. The Contractor may call the RTC with any questions. A map of bus stop locations may be obtained from the RTC. If bus or transit stop is temporarily relocated, the existing bus or transit stop sign panels shall be relocated to temporary bus or transit stops and shall remain until temporary stop is removed. Temporary relocation of
sign panels shall conform to Subsection 627.03.05, “Relocation.” The Contractor shall relocate existing bus-stop signs at designated areas into existing sidewalk, and the sign relocation shall be incidental to other items of work.

4. The Contractor shall maintain access that is in conformance to the requirements of the Americans with Disabilities Act to and from bus or transit stops which remain open at all times during construction.

E. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to such extent that safe access may be provided, and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

F. The Contractor shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

G. Grading operations, roadway excavation, and fill construction shall be conducted by the Contractor in a manner to provide a satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

H. Unless otherwise authorized, work shall be performed in only one half the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If one half a street only is being improved, the other half shall be conditioned and maintained as a detour.

I. The Contractor shall absorb in the Contractor's bid all costs for the above requirements.

J. The Contractor shall comply with all applicable state, county, and city requirements for closure of streets. Traffic work zone technicians on the project shall be certified in the work zone traffic control at least at the “Technician” level by ATSSA, IMSA, or NICET. The Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagmen, and watchmen, advising the public of detours and construction hazards. The Contractor shall also be responsible for compliance with additional public safety requirements that may arise during construction. The Contractor shall furnish and install, and upon completion of the work, promptly remove all temporary signs and warning devices.

K. At least 48 hours in advance of closing, partially closing, or reopening any street, alley, or other public thoroughfare, the Contractor shall notify the Police, Fire, Traffic and Engineering Departments having jurisdiction and comply with their requirements, and notify the Regional Transportation Commission of Southern Nevada. Deviations shall first be approved in writing by the Engineer.

L. All costs involved shall be absorbed in the Contractor's bid. All barricades, warning signs, lights, temporary signals, and other protective devices shall conform with the Traffic Control Plans for Highway Work Zones for the Clark County Area and the current edition of the Manual on Uniform Traffic Control Devices.

107.08 RELATIONS WITH RAILROADS

A. Definitions: The following definitions shall apply to the terms as herein used:

1. Railroad: The railway or railroad company whose tracks are crossed or whose property is adjacent to the work or upon whose property the work is performed.
2. **Chief Engineer:** The Chief Engineer of the railroad or the Chief Engineer's authorized representatives.

3. **Railroad Crossing:** A crossing at grade of the tracks of a railroad and the highway.

4. **Grade Separation:** A permanent structure to effect the separation of grade between the highway and the railroad.

B. **Work or Operations:**

1. Work or operations on grade separations, railroad crossings, or upon railroad property shall be subject to inspection by the Chief Engineer and shall be conducted and performed in a manner satisfactory to the Chief Engineer.

2. Construction operations shall be so arranged and conducted as to ensure safe and uninterrupted operation of the railroad traffic. The Contractor shall be responsible for any damages which result either directly or indirectly from the Contractor's operations.

3. The Contractor shall notify the Chief Engineer in writing, at least 48 hours before starting any work in the proximity of the tracks, setting forth specifically the time at which it is planned to start such work.

4. Unless otherwise provided, the Contractor shall not pile or store any material, or park or use Contractor's equipment closer than 10 feet from the centerline of the tracks.

5. The track zone shall be kept clean of all loose material or debris at all times. The Contractor shall be responsible for any fouling of railroad ballast resulting from sandblasting and painting operations and shall reimburse the railroad for the replacement of all ballast so fouled.

6. In advance of any blasting, the Contractor shall notify the Chief Engineer in order that proper flagging protection may be provided by the railroad. Excavations in the proximity of the tracks shall be sheeted in a manner satisfactory to the Chief Engineer and plans therefor shall be submitted to and approved by the Chief Engineer before any such excavation is commenced.

7. The Contractor shall make arrangements with the railroad for crossing railroad tracks at locations other than existing public crossings and shall bear all costs relative thereto.

8. The Contractor shall submit detail plans of falsework and of forms for track spans and piers or abutments to the Chief Engineer and no work thereon shall be commenced unless and until such plans have been approved by the Chief Engineer. Falsework plans thus approved shall not be deviated from without permission of the Chief Engineer. The temporary vertical and horizontal clearances specified by the Chief Engineer in approving the plans shall be maintained at all times. In the case of impaired vertical clearances above the top of rail, the railroad shall have the option to install telltalest, or other such protective devices the railroad deems necessary, for the protection of trainmen or rail traffic.

9. The Contractor shall comply with the rules and regulation of the railroad with respect to the Contractor's work or operation on or adjacent to railroad property. The Contractor shall arrange with the railroad for the services of such qualified railroad employees as the Chief Engineer may prescribe to protect and safeguard the railroad's property, engines, trains, and cars. The costs incurred for the services of
such railroad employees as may be prescribed by the Chief Engineer for necessary safeguard and protection and the costs of installing telltales or other protective devices in the case of impaired vertical clearance, shall be borne by the Contractor without expense to the Contracting Agency or railroad. Payment for such services, including compensation, insurance, vacation and holiday time, railroad retirement and unemployment taxes, health and welfare, accounting and billing charges, may be paid by the Contracting Agency directly to the railroad and the amount thereof shall be deducted by the Contracting Agency from money due or which may become due the Contractor under the awarded contract. Rates of pay for qualified railroad employees will be the railroad's rates for the various classes of labor customarily used and in effect at the time the work is performed. The Contractor's reimbursement for personnel and protective devices required as set forth herein shall be considered as included in the contract unit prices bid for other items of work.

10. Upon completion of the work covered by the awarded contract to be performed by the Contractor upon railroad's property, the Contractor shall promptly remove from the railroad's property all tools, equipment, and other materials, whether brought upon said property by the Contractor or any subcontractor, and shall cause said property to be left in a clean and presentable condition.

C. Work or Operations Performed by Railroad:

1. The railroad may undertake certain work or operations incident to the project which are the subject of an agreement between the Contracting Agency and the railroad. Details of such work or operations will be set forth in the Special Provisions and the Contractor shall discuss such items with the Chief Engineer in order to develop a plan whereby the Contractor and the railroad accomplish the work or operations in their logical sequence and order.

2. Movement or adjustment of telephone, telegraph, or signal facilities owned, operated, or maintained by the railroad and not otherwise provided for on the plans or in the Special Provisions shall be at the cost and expense of the Contractor.

D. Insurance: The Contractor shall provide and maintain during the effective life of the awarded contract such special or additional insurance as is required by Subsection 107.11, "Responsibility for Damage Claims," herein. The Contractor shall furnish such evidence as may be required that such insurance has been provided.

E. Qualification: As a prerequisite to award, the Contractor shall be satisfactory as to responsibility to perform work upon the railroad's property.

F. Reference: The provisions of Subsection 624.03.02, "Flaggers," Subsection 624.03.03, "Pilot Cars," Subsection 107.11, "Responsibility for Damage Claims," and the Special Provisions shall inure directly to the benefit of the railroad.

107.09 LIABILITY INSURANCE

A. Contractor's Public Liability and Property Damage Liability Insurance:

1. The Contractor shall provide and maintain during the effective life of the awarded contract, regular Contractor's Public Liability and Property Damage Liability Insurance, the limits for which may be set by the Special Provisions to protect the Contractor and all of the Contractor's construction subcontractors from claims for personal injury, accidental death, and damage to property, which may arise from operations under said contract, whether such operations be by the Contractor or by
such subcontractor or by anyone directly or indirectly employed by either of them. The Successful Bidder shall furnish the Contracting Agency a policy or certificate of liability insurance in which the Contracting Agency shall be named insured or be named as an additional insured with the Contractor. The Successful Bidder shall also furnish a Certificate of Workman's Compensation Insurance, Nevada Industrial Commission.

2. Whenever construction operations covered under said contract are to be performed upon or in proximity to railroad property, the Contractor's Public Liability and Property Damage Insurance shall provide for limits of coverage not less than specified in the Railroad Protective Insurance Endorsement appended to the Special Provisions.

3. The Contractor shall furnish the Contracting Agency with 1 certified copy of all insurance required under this paragraph.

B. Railroad's Protective Public Liability and Property Damage Insurance:

1. In all cases where construction operations covered by the awarded contract are to be performed upon or adjacent to the property of the railroad, the Contractor shall furnish evidence to the Contracting Agency that, with respect to the operations the Contractor or any of the Contractor's subcontractors perform, the Contractor has provided for and in favor of the railroad a policy of Public Liability and Property Damage Insurance, to which is attached an endorsement, in the same form and with the same limits of coverage as the Railroad Protective Insurance Endorsement appended to the Special Provisions.

2. Such insurance shall apply only to that portion of the project upon or adjacent to the railroad property.

3. Railroad's Protective Public Liability and Property Damage Insurance shall be subject to approval by the railroad before any work is commenced on or adjacent to the railroad property.

4. Such insurance shall be carried, and the premiums therefor paid by the Contractor until all work required to be performed under the terms of said contract is satisfactorily completed as evidenced by the formal acceptance of the Contracting Agency and thereafter until all said tools, equipment, and materials have been removed from the property of the railroad and such property left in a clean and presentable condition. The insurance shall be non-cancelable and non-alterable for any cause whatsoever (including failure to pay premiums) either by the Contractor or by the insurance company without 30 days’ written notice to the railroad and the Contracting Agency. In the event such insurance is canceled as herein provided, the Contractor shall provide other insurance, subject to the same conditions as provided herein, which shall be effective as of the day of such cancellation and cover the unexpired period of the term herein required. The Contractor shall furnish the Contracting Agency at the time of execution of said contract, 3 copies of each policy to which is attached an endorsement the same as the Railroad Protective Insurance Endorsement appended to the Special Provisions. Two copies of each of such policies shall be forwarded by the Contracting Agency to the Chief Engineer for the railroad's approval.
107.10 EXPLOSIVES
A. Explosives may be used only when authorized in writing by the Engineer, or as otherwise stated in the Special Provisions. Explosives shall be handled, used, and stored in accordance with all applicable regulations.
B. The Engineer's approval of the use of explosives shall not relieve the Contractor from the Contractor's liability for claims caused by the Contractor's blasting operations.
C. All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and in general not closer than 1,000 feet from the road or from any building or camping area or place of human occupancy.
D. The Contractor shall notify each public utility company having structures or pipelines in proximity to the site of the work of the Contractor's intention to use explosives. Such notice shall be given in writing a week in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury.

107.11 RESPONSIBILITY FOR DAMAGE CLAIMS
A. The Contractor shall indemnify and save harmless the Contracting Agency, its officers, and its employees from all suits, actions, claims, losses, or expenses of any character brought because of any injuries or damages alleged to have been received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amount recovered under the "Nevada Industrial Insurance Act," or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of the contract as may be considered necessary by the Contracting Agency for such purpose, may be retained for the protection of the Contracting Agency; or in case no money is due, the Contractor's surety may be held until all such suits, actions, claims, losses, or expenses for the injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Contracting Agency; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor is adequately protected by public liability and property damage insurance.
B. Reimbursement to the Contractor by the Contracting Agency in whole or in part for costs of protecting traffic shall not serve to relieve the Contractor of the Contractor's responsibility as set forth in these specifications.
C. The Contractor guarantees the payment of all just claims for materials, supplies, and labor and all other just claims against the Contractor or any subcontractor, in accordance with this contract.

107.12 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE
A. The Contractor shall be responsible for the preservation from injury or damage resulting directly or indirectly from the work under the contract of all public and private property, crops, trees, vegetation, monuments, fences, highway signs and markers, etc., along and adjacent to the project, and shall use every precaution necessary to prevent damage to waterlines, sewers, and other underground structures, to poles, wires, cables, and other overhead structures, whether shown on the plans or not, shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer has
witnessed or otherwise referenced their location, and shall not remove them until directed. The Contractor shall not willfully or maliciously injure or destroy trees or shrubs, and the Contractor shall not remove or cut trees or shrubs without proper authority.

B. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing said work, or at any time due to defective work or materials, and such responsibility shall not be released until the project shall have been completed and accepted.

C. The Contractor shall be responsible for the preservation of archeological and paleontological objects, including all ruins, sites, buildings, artifacts, fossils, or other objects of antiquity encountered during construction. When such objects are encountered, the Contractor shall immediately cease operations and notify the Engineer that such objects exist. Construction operations shall be rescheduled to avoid the section until the removal of the artifacts or the gathering of historical data has been accomplished by the appropriate authority. When directed by the Engineer, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and shall remove them for delivery to the custody of the proper authorities. Such excavation will be considered and paid for in accordance with Subsection 104.03, "Extra Work."

D. Extension of contract time will be allowed for any delay to the Contractor due to preservation of archeological and paleontological objects.

E. 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 misconduct in the execution of the work, or in consequence of the nonexecution thereof on the part of the Contractor or the Contractor's agents, suppliers, or subcontractors, the Contractor shall restore at no additional cost to the Contracting Agency such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner. In case of failure on the part of the Contractor to restore such property or make good such damage or injury within 10 days, the Contracting Agency may, upon 48 hours' written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any money due, or which become due the Contractor under the contract.

F. The Contractor shall restrict the movement of the Contractor's vehicles and other construction equipment and personnel to the construction area and designated roads. Every precaution shall be taken to prevent the marking of the natural ground with equipment tracks or other means outside of the staked area and in median areas where it is not required to disturb the existing ground. Where such markings of the natural ground are caused either by the Contractor's equipment, personnel, or operations, the Contractor, at no additional cost to the Contracting Agency, shall eradicate such marks to the satisfaction of the Engineer.

G. All roads used for construction operations shall be spaced at least 1,000 feet apart from flat bottom ditches and material deposits, except that such roads may also be located in ditch and dike areas. When roads are located in ditch and dike areas, equipment shall not be allowed to travel outside the area occupied by said ditch or dike, except as provided for in Subsection 203.03.13, "Channels." The crossing of median areas shall be at structures or areas approved by the Engineer.

H. Where there is a high potential for erosion and subsequent water pollution, the area of erosive land that may be exposed by construction operations at any one time shall be held
to a minimum, and the duration of the exposure of the uncompleted construction to the elements shall be as short as practicable. Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

I. Disturbance of the lands and of waters that are outside the limits of the construction as staked is prohibited, except as may be found necessary and approved by the Engineer.

107.13 FIRE PROTECTION

A. There shall be no open burning unless approval has been given in writing by the Clark County Air Pollution Control Officer and the Engineer has concurred. Before setting any fires whatsoever, the Contractor shall notify the responsible agency having jurisdiction for the area concerned. The Engineer shall have authority to enforce correction of any condition which is, in the Engineer's opinion, unsafe.

107.14 DISPOSAL OF MATERIAL OUTSIDE PROJECT RIGHT-OF-WAY

A. The Contractor shall make the Contractor's own arrangements for disposal of materials outside the project right-of-way at no additional cost to the Contracting Agency.

B. When any material is to be disposed of outside the project right-of-way, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made, and the Contractor shall file in writing with the Engineer said permit or the certified copy thereof together with a written release from the property owner absolving the agency of any and all responsibility in connection with the disposal of material on said property.

C. When material is disposed of as above provided and the disposal location is visible from the project, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Engineer.

D. Unless otherwise provided in the Special Provisions, full compensation for all costs involved in disposing of material as specified in this section, including all costs of hauling, shall be considered as included in the price paid for the contract items of work involving such materials and no additional compensation will be allowed therefore.

107.15 RELIEF FROM MAINTENANCE AND RESPONSIBILITY

A. Upon the written request of the Contractor, or upon order of the Engineer, the Contractor may be relieved of the duty of maintaining and protecting certain portions of the work as described below, which have been completed in all respects in accordance with the requirements of the contract and to the satisfaction of the Engineer, and thereafter except with the Engineer's consent, the Contractor will not be required to do further work thereon. In addition, such action by the Engineer will relieve the Contractor of responsibility for injury or damage to said completed portions of the work resulting from use by the public traffic or from the action of the elements or from any other cause, but not from injury or damage resulting from the Contractor's own operations or from the Contractor's negligence.

B. Portions of the work for which the Contractor may be relieved of the duty of maintenance and protection as provided in the above paragraph include but are not limited to the following:

1. A bridge or other structure of major importance.
2. A complete unit of a traffic control signal system or of a highway or street lighting system.
3. Non-project facilities constructed for other agencies.

C. However, nothing in this subsection providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for making good defective work or materials found at any time before the formal written acceptance of the entire project by the Contracting Agency.

107.16 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

A. Until the acceptance of the contract, the Contractor shall have the charge and care of the work and of the materials to be used therein (including materials for which the Contractor has received partial payment as provided in Subsection 109.06, "Partial Payments," or materials which have been furnished by the agency) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work, except as provided in Subsection 107.15, "Relief from Maintenance and Responsibility."

B. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except as otherwise expressly provided in Subsection 203.03.11, "Slides and Slipouts," and Subsection 619.05.01, "Payment," for Object Markers and Guide Posts, and except for such injuries, losses, or damages as are directly and proximately caused by acts of the federal government or the public enemy. The Contractor shall, at no additional cost to the Contracting Agency, provide suitable drainage for the project and erect such temporary structures as are necessary to protect the work or materials from damage.

C. The suspension of the work from any cause whatever shall not relieve the Contractor of the Contractor's responsibility for the work and materials as herein specified. If ordered by the Engineer, the Contractor shall, at no additional cost to the Contracting Agency, properly store materials which have been fully or partially paid for and furnished by the Contracting Agency. Such storage by the Contractor shall be on behalf of the Contracting Agency and the Contracting Agency shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Engineer.

107.17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE

A. At points where the Contractor's operations are adjacent to properties of railroad, telegraph, telephone, and power companies, or are adjacent to or in conflict with other property or utilities, 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.

B. The Contractor shall not begin any operations which may interfere with or impair the normal service being rendered by public or private utility operations, until such operators have been notified, and shall cooperate with the owners of any underground or overhead utilities in their removal and rearrangements operations in order that these operations may progress in a reasonable manner, and that duplication of rearrangements work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted. The Contractor will be held responsible for the protection of the property of public or private utilities within the limits of the work.
C. In general, the repair and adjustment of street structures such as waterlines, sewers, telephone, telegraph, gas, and electric lines, above or below the ground, will be made by the owners thereof as specified in Subsection 105.06, "Cooperation with Utilities." When included in the proposal, the adjustment of sewer manhole frames and covers, inlets and catch basin frames and covers and the like, will be within the Contractor's responsibility. The Contractor shall see that they are adjusted to conform to the lines, grades, and typical cross sections as shown on the plans, or as prescribed, without respect to whether the repairs and the roughing-in work have been performed by the Contractor or others.

D. Pipes or other construction shall be maintained in continuous service as far as practicable and shall be properly protected and supported. In no case shall interruption of the water service be allowed to exist outside of working hours.

E. Fire hydrants shall be accessible at all times to the fire department. No material or other obstruction shall be placed closer to a fire hydrant than permitted by ordinances, rules, or regulations, or within 15 feet of the fire hydrant in the absence of such ordinances, rules, or regulations.

F. The Contractor shall give notice in writing to the proper authorities in charge of streets, gas, water pipes, sewer lines, electric, and other conduits, railroads, poles, manholes, catch basins, and all other property that may be affected by the Contractor's operations, at least 48 hours before breaking ground.

G. In the event of interruption to water or utility services as a result of accidental breakage, the Contractor shall promptly notify the proper authority. The Contractor shall cooperate with said authority in the restoration of service as promptly as possible.

H. Attention is directed to Subsection 105.06, "Cooperation with Utilities."

107.18 FURNISHING RIGHT-OF-WAY

A. The Contracting Agency will be responsible for the securing of all right-of-ways shown in the plans. Any exceptions will be indicated in the contract.

107.19 PERSONAL LIABILITY OF PUBLIC OFFICIALS

A. 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 upon the officers or employees of the Contracting Agency, either personally or as officials of the County or Municipality, it being understood that in all such matters they act solely as agents and representatives of the Political Subdivision.

107.20 NO WAIVER OF LEGAL RIGHTS

A. The Contracting Agency shall not be precluded or estopped by any measurements, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed, and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the contract. The Contracting Agency shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor or the Contractor's sureties, or both, such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the contract. Neither the acceptance by the
Contracting Agency, or any representative of the Contracting Agency, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Contracting Agency, shall operate as a waiver of any portion of the contract or of any power herein reserved, or of any right to damages. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

107.21 DUST CONTROL
A. Dust that originates from the Contractor's operations, either inside or outside the right-of-way, shall be controlled at all times by the Contractor in accordance with federal, state, and local laws, ordinances, and regulations at the sole expense of the Contractor.
B. A permit from the Clark County Air Pollution Officer shall be obtained by the Contractor prior to the start of construction operations.
C. Reference is made to Section 637, "Pollution Control."

107.22 VIBRATORY EQUIPMENT OPERATIONS
A. All construction activities involving vibratory equipment shall be conducted by the Contractor on a performance basis. The Contractor may be required to conduct impact assessment tests of the Contractor's vibratory equipment prior to initiation or during construction. The frequency and amplitude of the vibratory equipment shall be calibrated and used to measure ground velocity for conformance to the current regulatory limit of 0.5 inch per second peak ground velocity at the nearest affected structure. The measurements shall comply with the recommendations of the Blasting Guidance Manual, published in 1987 by the Office of Surface Mining and Enforcement.