REQUEST FOR PROPOSAL FOR
SKATEPARK FEASIBILITY STUDY AND DESIGN SERVICES

Introduction
The City of South Portland Maine is seeking proposals from qualified professional skate park design & engineering firms to conduct a feasibility study on selected sites and to provide design development services for the skate park project (herein after referred to as “Project”). The intent of the Project is for the selected firm to provide the following:

1) A feasibility study that will consist of data collection and analysis to determine the best course of action in regards to skate park development for the City of South Portland and make a recommendation of the most appropriate site suited for the Project.
2) Provide complete design services including community outreach, conceptual design, final plans and specifications, engineering cost estimates and environmental documents for installation of a skate park at firms recommended site.

Proposal Submittal Requirements
Proposals must be received by 3:00 pm on July 19, 2019. Proposals must be submitted to:

Colleen Selberg
Purchasing Agent
City of South Portland
25 Cottage Road
South Portland, ME 04106
207-767-7608
cselberg@southportland.org

Questions Concerning the RFP
All questions or clarifications needed regarding this RFP should be submitted to Colleen Selberg, Purchasing Agent, City of South Portland. Questions received after 3:00 pm on July 12, 2019 will not be addressed.

Background
The City of South Portland is Maine’s fourth largest city with a population of more than 25,000 residents and home to a thriving community of skateboarders, scooter riders and cyclists. In August of 2018, City Council formally appointed an Ad-Hoc Skate park Committee (herein after referred to as “Committee”)
tasked with site selection and planning for a skate park. During this time, the Committee visited and researched many city owned parcels of land and developed an objective ranking criteria to score each site. In March 2019, the Committee presented these findings to City Council to get their approval to pursue feasibility studies.

The proposed Project must conduct a thorough feasibility analysis of the potentials sites and make final recommendations regarding final site selection and type of park best suited for the site. In addition, the proposed project must meet the safety and standards for the latest skate park design principles for skateboarders, scooters, and BMX riders to develop their skills. The design of the Project should draw and engage local users to the skate park and challenge both beginners and experienced users alike.

**Project Budget**

Through a Community Development Block Grant ($15,000) and a Capital Improvement Project request ($25,000), the Committee has secured a total of **$40,000** in funding for a feasibility study and design services for a skate park. Proposals should not exceed this amount.

**Project Oversight**

The selected firm will work closely with the Committee, Parks & Recreation Department, City Council, City Manager and other City departments in the completion of this project.

**Scope of Work**

The proposer will be required to have thorough knowledge and practical experience relating to conducting skate park feasibility studies and design services. The scope of work shall include but is not limited to the following:

**PART I: Feasibility Study**

- Define scope of work, schedule and overall items of coordination.
- Review applicable studies, concepts, and existing data related to this project.
- Conduct a minimum of 3 and up to 5 potential site visits. Document the sites with photographs and coordinate specific site analysis.
- Facilitate a community meeting to record concerns about potential skate park development and site selection.
- Conduct thorough analysis of each potential site and document all findings. Analysis should include but is not limited to: noise impact, accessibility, visibility, safety, site constraints and impact, parking availability, optimal skate park size and terrain.
- Make final recommendations regarding site selection and type of skate park best suited for the site.
- Present findings and top recommendation to City Council.

**PART II: Design & Development**

- The selected firm will provide professional design, engineering and surveying services for all assigned work. All services shall conform to applicable state and city rules and regulations.
- The intent of the proposal is to provide the City with the scope of work outlining the tasks required to complete the Project in its entirety to meet the goals of:
A concept that is focused on skateboarding, but allows the potential impact of a mixed-use public skate park, a sense of community and an engaging and aesthetically pleasing design.

Providing community outreach to engage residents in establishing a vision for the site. This will include facilitating community meetings to gain public input.

Evaluate public input.

Providing preliminary design, environmental documentation, engineering cost estimates, final design, plans and specifications, complete contract documents for bidding and other work as necessary to provide a complete Project.

Conduct a public presentation of conceptual design to City Council

Conduct a public presentation of final design to City Council.

Schedule
The selected firm will provide an implementation schedule based on a mutually agreed upon timeline between Committee and selected vendor for project completion.

Mandatory Qualifications
This refers to the ability of the proposer to meet the terms of the RFP, and should include no less than three examples of projects (with contact information of lead staff on such projects) over the past five years that will confirm proposer’s expertise in providing skate park feasibility studies and design and development services. Examples must be at or near completion at the time of submitting the RFP. In addition, the proposer must have the ability to comply with all Federal, State, and local laws, rules, and ordinances. This project is partially funded through a Community Development Block Grant (CDBG). All Federal Requirements and Wage Rates must be followed. Please see attachments for all guidelines.

Notification of Award
The City of South Portland will notify the successful proposer verbally, followed by a written confirmation. Each proposer whose proposal is not selected will be notified in writing (either by email or postal mail) by 3:00 pm on August 9, 2019.

Final payment is dependent on acceptance and approval of the finished product.

Proposal Content
Interested and qualified firms are invited to submit a Proposal outlining their qualifications for conducting feasibility studies and designing municipal skate parks. The proposal should be organized as follows:

1. Title page: include the name of the primary contact of the proposer, with mailing address, email address, telephone and fax numbers.
2. Qualifications of the Proposer: provide a summary of experience within similar contract work.
3. Team Qualifications: provide experience summaries and resumes for specific personnel that will be assigned to the project including verification that they have experience with similar projects.
4. Timeline: provide a timeline for the duration of a feasibility study and design and development services.
5. Budget: provide a budget that clearly states the services and costs to complete the entire project.
6. **Project References:** Include contact name, address, phone number and email address for at least three (3) references for past similar work.

7. **General Information:** Provide any additional information you feel would be useful during the review process such as conceptual ideas, drawings and methods that would help the review team in their selection process.

**Selection Process**
The selection process will be based on information provided in the Proposal and may include an interview. It will be based on the following criteria:

1. Project understanding and approach 35%
2. Experience and demonstrated effectiveness with similar projects 30%
3. Qualifications of personnel assigned to the project 15%
4. Work plan and timetable for completion 10%
5. Price 10%

**Proposal Submittal & Evaluation**
Firms are responsible for submitting their Proposal as described herein. Failure to submit a complete proposal by the submission deadline will disqualify a firm from consideration.

Three (3) copies of the Proposal along with an electronic file in PDF format must be received by Colleen Selberg, Purchasing Agent, on or before 3:00 pm on Friday, July 19, 2019.

The City of South Portland reserves the right to accept or reject any and all proposals or parts thereof and to make further modifications as it deems in the best interest of the City. The City also reserves the right to retain all proposals submitted and to use any ideas from a proposal regardless of whether that proposal is selected. Submission of a Proposal indicates acceptance of the conditions contained within this Request for Proposal.

**Clause on bidding for construction**
The Proposer understands that this RFP does not include the actual construction of Skate Park. The construction of a skate park will have to go out in a separate bid once a feasibility study and design services are complete. The firm awarded the feasibility and design RFP is not guaranteed to be the selected firm to construct the skate park.
FEDERAL REQUIREMENTS

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.

2. REHABILITATION ACT OF 1973

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

3. SECTION 202 OF EXECUTIVE ORDER 11246

A. Activities and contracts not subject to Section 202

(Applicable to Federally assisted construction contracts and related subcontracts of $10,000 and under.)

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.

2. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. Contractors shall incorporate foregoing requirements in all subcontracts.
B. Activities and contracts subject to Section 202

Applicable to Federally assisted construction contracts and related subcontracts exceeding $10,000.

During the performance of this contract, the contractor agrees as follows:

1. (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and
the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants receive
considerations for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d.) The contractor will comply with all provisions of Executive, Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for 'purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in
federally assisted construction work: Provided, that the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract. Or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of labor pursuant to Part IL Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply within these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.

Prior to the award of any construction contract or subcontract exceeding $10,000, the Contractor shall submit signed Certification of Non-Segregated Facilities Forms for him/herself and all subcontractors.

5. THE AGE DISCRIMINATION ACT OF 1975

No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

7. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

In connection with the planning and carrying out of any project assisted with CDBG funds, and to the greatest extent feasible, opportunities for training and employment should be given to lower-income persons residing within the unit of local government in which the project is located, and contracts for work in connection with the project should be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in, the same unit of local government in which the project is located. And that this contract, or any subcontracts, must adhere to and contain what is referred to as the Section 3 Clause, and which follows in its entirety:

**Section 3 Clause:**

a. The work to be performed under this contracts subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The contract agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of sections 3 and 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with sec 7(b).

8. LABOR STANDARDS

A. Davis-Bacon Act as amended (40 U.S.C 276a - 276a-5.) All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

B. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued
pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards.

C. Copeland Anti-Kickback Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions.

9. TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT

LEAD-BASED PAINT HAZARDS - The use of lead-based paint, that is any paint containing more than 1% lead by weight, is strictly prohibited from use on any interior surface or exterior surface in any building being rehabilitated with funding from the Community Development program. Additionally, any evidence of a health hazard, which is, defined as cracking, scaling, peeling and loose lead-based paint must be treated to prevent the ingestion of the contaminated paint. It is further necessary to assume that any of the above conditions constitute an immediate or potential hazard and must be corrected using appropriate methods.

10. THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

(P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.S.A. 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.


The chief executive officer of the Grantee consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CTR 58, which further the purposes of NEPA in the areas of historic preservation, noise control floodplains, coastal zones and wetlands, air quality, water quality, wildlife, endangered species, solid waste disposal, and environmental effects abroad.

The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

12. THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L 93-234), AS AMENDED.

The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.
13. ARCHITECTURAL BARRIERS ACT (P.L. 90-480), 42 USC 4151, AS AMENDED, and the regulations issued or to be issued thereunder, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.


In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility, which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

15. MINORITY BUSINESS ENTERPRISES

Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.

16. CDBG CERTIFICATION

Grantee shall provide any certification required under Sections 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, and shall comply with the terms of such certifications.

17. SECTION 319 OF PUBLIC LAW 101-121

The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.

SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.
B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision of direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safely Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He or she shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.