

SECTION 011400
WORK RESTRICTIONS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. The Work of this Section includes, but is not limited to, requirements for the following procedures:
1. Contractor responsibility for Architect's additional services.
 2. Construction Documents, Project Electronic Files and graphic reproduction of Contract Documents.
 3. Interpretation and modification of Contract Documents.
 4. Contractor's reports.
 5. Cleaning materials
 6. Safety and disposal requirements.
 7. Conduct of the Work.
 8. Hours of work.
 9. Contractor use of premises.
 10. Existing Utilities.
 11. Noise control.
 12. Safety and disposal requirements and accident prevention.
 13. Welding and cutting.
 14. Municipal police services.
 15. Storage of materials off-site
 16. Dust control.
 17. Cleaning during construction.
 18. Debris control and removal of rubbish.
 19. Pollution control.
 20. Owner's occupancy requirements
- B. Sustainable Design Intent: Sustainable Design Intent: Refer to Section 018113 - SUSTAINABLE DESIGN REQUIREMENTS for certification level and certification requirements.
- C. Related work includes, but is not limited to, the following work under other Sections:
1. Section 013200 - CONSTRUCTION PROGRESS DOCUMENTATION: Preparation and execution of construction schedule.
 2. Section 013100 - PROJECT MANAGEMENT AND COORDINATION: Procedures and responsibilities for coordinating the Work.
 3. Section 013300 - SUBMITTAL PROCEDURES. Submittal procedures.
 4. Section 015000 - TEMPORARY FACILITIES AND CONTROLS, for additional information on temporary measures required during construction.

5. Section 017419 - CONSTRUCTION WASTE MANAGEMENT, for removal of non-hazardous debris including provisions for recycling and disposal.
6. Section 017700 - CLOSEOUT PROCEDURES: Procedures for completing the Work.
7. Section 017839 - PROJECT RECORD DOCUMENTS: Preparation of record drawings and other documents.
8. Section 018119 – CONSTRUCTION INDOOR AIR QUALITY (IAQ) MANAGEMENT for procedures for maintaining good indoor air quality in completed building.

1.3 SUBMITTALS

- A. General: Refer to Section 013300 – SUBMITTAL PROCEDURES, for submittal provisions and procedures.
- B. Layout of Temporary Construction Facilities: Submit location plan showing office, trailer and storage layout.
- C. Logistics Plan:
 1. Contractor shall submit to the Owner's Project Manager, at the Pre-construction Meeting, a detailed Logistics Plan, which shall include:
 - a. Delivery Hours and Delivery Routes.
 - b. Gate location, and wheel washing location.
 - c. Hours of Work
 - d. Trailer Area, and Layout of trailers
 - e. Parking locations for use of Owner and Contractor within the area of work
 - f. Temp fencing, erosion control, and metering locations
 - g. Location for stockpiling of soil
 - h. Location for stockpiling plowed snow
 - i. Locations for waste management containers.
 - j. Protection of existing curbs and walkways.
 - k. Lighting Plan
 2. Refer to Section 015000 – TEMPORARY FACILITIES AND CONTROLS, for specifications for temporary construction and other items to be shown on Logistics Plan.
 3. No work shall commence until the Logistics Plan has been approved.
- D. Reports:
 1. Documentation of off-site storage facilities.
 2. With each Application for Payment, submit the following reports, compiled on a monthly basis:
 - a. Contractor's Reports
 - b. Proof of submission of Certified weekly payrolls to Owner.

1.4 CONTRACTOR RESPONSIBILITY TO THE OWNER FOR ARCHITECT'S ADDITIONAL SERVICES

- A. The Contract between the Owner and the Architect contains provisions for additional services that may be required of the Architect during construction due to unforeseen conditions.

1. Where such additional services become necessary due to the activities of the Contractor, as determined by the Owner's Project Manager, costs for such services will be the responsibility of the Contractor, and will be deducted from the Contract Amount.

- B. Additional services for which the Contractor is responsible for cost to the Owner may include the following activities of the Architect:

1. Review of Requests for Information and Change Order Requests for work determined to be covered in the Contract Documents. Refer to related Articles in this Section.
2. Continuation of construction administration beyond the dates specified for Final Completion of the Work: Refer to Section 013200 - CONSTRUCTION PROGRESS DOCUMENTATION.
3. Review of re-submitted submittals and Substitution Requests that have been rejected: Refer to Section 013300 - SUBMITTAL PROCEDURES.
4. Re-inspection of incomplete work: Refer to Section 017700 - CLOSEOUT PROCEDURES.
5. Design services for the resolution of non-conforming work.

1.5 CONSTRUCTION DOCUMENTS

- A. The General Contractor and each Subcontractor shall retain copies of the Contract Documents issued to them for bidding purposes.

1. The Owner will furnish to the General Contractor, without additional charge, an additional ten (10) complete sets of the Contract Documents, including Drawings and Specifications, for use during the construction period.
2. Extra sets returned by bidders and not required for other purposes, as determined by the Owner's Project Manager, will be made available to Contractor and Subcontractors for the Work.

- B. All other hard copies of the Contract Documents required by the Contractor or Subcontractors for use during the construction period shall be purchased by the party requiring same. Owner's Project Manger will furnish approximate costs of such additional copies and will transmit originals to local printing companies with whom he regularly does business, but will not receive bills for such printing through his account. All negotiations for such printing shall be between Contractor and Printer.

1. Refer to provisions in this Section, for electronic copies of documents to be made available for the Contractor's use during construction.
2. Refer to Section 017839 - PROJECT RECORD DOCUMENTS, for additional sets to be provided by the Owner to the Contractor for the purpose of maintaining record prints of the Work as construction proceeds.

1.6 PROJECT ELECTRONIC FILES

- A. Definitions:

1. Contract Documents: Printed hard copies of drawings and other documents, as defined in the General Conditions and listed in the signed copy of the Form of Agreement between Owner and Contractor.
 - a. In case of conflict between the Contract Documents and documents obtained through electronic means, the Contract Documents shall govern.

2. Project Electronic Files: Electronic copies of electronic documents for the Project, comprising drawings listed on Document 011401 – Electronic Release Form.
- B. General Procedures: At the Pre-Construction Meeting, the Architect will present to the Contractor one compact disc (CD) with Project Electronic Files, for use in the preparation of coordination and record documents for the Project.
1. Release Forms Required:
 - a. The Contractor shall sign a copy of Document 011401 - Electronic Release Form, to be filled out and issued by the Architect.
 - b. By signing the release form, the Contractor is acting on behalf of all their subcontractors for the Work of this Project.
 2. Additional copies of the compact disc with Project Electronic Files will be available from the Architect at an additional cost.
- C. Electronic File Format:
1. Editable Files: Electronic files for drawings listed on Document 011401 - Electronic Release Form will be furnished in "*.DWG" format.
 2. Printable, Non-Editable Files: Electronic files for all Drawings in the Bid Set and for Drawings issued as Addenda will be furnished in "*.PDF" format (Adobe Acrobat Reader, version 6.0).
 3. The Architect does not warrant that these electronic documents are compatible with any software or hardware other than those on which they were produced.
- D. Permitted Use of Project Electronic Files: Use of electronic files by the Contractor and Sub-Contractors is limited to the following activities:
1. Project Electronic Files may be used as a guide only for the preparation of Coordination Drawings and Record Drawings to be submitted as a requirement for the Project.
 2. Project Electronic Files may be used as a guide only for preparation of shop drawings. Exact copies of Contract Documents will not be accepted if submitted for these purposes, unless specifically permitted by an individual specification Section.
- E. Responsibilities of Contractor: Use and reproduction of Project Electronic Documents are subject to the following conditions:
1. The use of Project Electronic Files, reproduced either electronically or by other graphic reproduction methods, does not in any way alter the responsibilities of the Contractor for final system coordination. The Contractor shall incur all liability in this respect.
 2. The Contractor and all Subcontractors are responsible for checking the dimensions and completeness of the Project Electronic Files, and for determining any possible errors and omissions, as required by the General Conditions.
 3. The Contractor is responsible for updating Project Electronic Files as necessary to incorporate changes to the Work shown in Addenda and documents issued during construction.
 4. In no event shall the Architect or any other Person or Firm involved in the creation, production or distribution of the reproducible or electronic documents, be liable to the persons utilizing the documents, on account of any claim for damages. Each Person or Firm utilizing these documents agrees to release, indemnify, hold harmless and defend the Architect, its officers, employees and consultants from an against all liability arising out of such firm's use of the electronic or reproduced documents or information referred to herein.

- F. Ownership of Documents: By transferring copies of Project Electronic Files, the Architect does not in any way convey the copyright in the designs contained therein, nor do they convey a license to copy or use them for any purpose except as required for the construction of the Project.
- G. License for Software: By transferring copies of Project Electronic Files, the Architect does not in any way convey transfer license to use the software on which the documents were prepared. Each entity using Project Electronic Files is responsible for obtaining licenses as needed for its use of those files.

1.7 GRAPHIC REPRODUCTION OF CONTRACT DOCUMENTS

- A. Reproduction of Contract Documents issued for the Project, by graphic reproduction methods, shall be subject to the conditions outlined for reproduction of Project Electronic Files.

1.8 INTERPRETATION AND MODIFICATION OF CONSTRUCTION DOCUMENTS

- A. Refer to General and Supplementary Conditions for general information on Change Orders, Work Change Directives, Field Orders and Architect's written amendments and clarifications. The intent of this Article is to provide for additional procedures to be followed during construction.
- B. Requests for Information: Each time the Contractor or Subcontractor has a reasonable question on the interpretation of the Contract Documents, they shall submit in writing a Request for Information (RFI) to the Architect for response.
 - 1. The Contractor shall examine field conditions carefully and review the Drawings and Specifications thoroughly prior to issuing an RFI.
 - 2. The Contractor shall keep a log of RFI's, numbering them in the order in which they are issued.
 - 3. Each RFI shall contain a clear statement of the question, references to relevant Contract Documents and additional background information as needed to facilitate the Architect's review.
 - 4. All requests for information from Subcontractors shall be made through the Contractor and addressed to the Architect, and the Architect will distribute them as needed to the appropriate Consultants. A copy of each RFI shall be given to the Clerk of the Works.
 - 5. RFI's shall be issued in a timely manner to permit a thorough review and preparation of a response by the Architect and their Consultants.
 - 6. The Architect will prepare a written response to each RFI within 10 workdays, or sooner if the Contractor provides a realistic date when the response will be needed.
- C. Proposal Requests: During construction, it may become necessary or desirable to modify the Contract Drawings or Specifications in response to concealed existing conditions, changes in the Owner's program or other unforeseen circumstances.
 - 1. Where such a modification may involve a change in the Contract price or time, the Architect will prepare a Proposal Request describing the modification under consideration, including sketches or drawings, specifications and other information to permit pricing by the Contractor.
 - 2. Copies of each Proposal Request and its attachments will be distributed to the Owner, Clerk of the Works and Contractor.
 - 3. The Contractor shall respond in a timely manner with a Proposed Change Order detailing the estimated costs and change in Contract duration, for review by the Architect and approval by the Owner.

4. A Proposal Request will not constitute direction to proceed with the modification unless accompanied by a Work Change Directive and an estimated price.
- D. Change Order Requests: If the Contractor is required to perform Work that they consider represents a change in the cost of the Project, they may submit Change Order Requests for such work.
1. Each Change Order Request shall be accompanied by a document describing the modification under consideration, including sketches or drawings, specifications and other information to permit review of pricing by the Architect and Owner.
 2. Distribute copies of each Change Order Request and its attachments to the Owner, Clerk of the Works and Architect.
 3. The Architect and Owner will respond in a timely manner with a Proposed Change Order incorporating the Change Order Request if it is approved.
 4. Verbal approval of a Change Order Request will not constitute direction to proceed with the modification unless accompanied by a Change Order, or a Construction Change Directive with an estimated price.
- E. Architect Review of Contractor-Generated Requests for Information and Change Order Requests: The Architect will review and prepare written responses to the Contractor's Requests for Information and Change Order Requests that are submitted in accordance with the requirements of this section.
1. If the Contractor submits an excessive number of requests for information that are incomplete, or for which the information requested is available from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared or other prior Project correspondence or documentation, then the Contractor shall be responsible to the Owner for costs for Additional Services of the Architect to review those requests for information.
 2. If the Architect determines that the Work covered by a Change Order Request is covered by the scope of the Contract Documents, the Contractor shall be responsible to the Owner for costs for Additional Services of the Architect to evaluate proposals and prepare Instruments of Service associated with such Change Order Request.
 3. Refer to other paragraphs in this Section for procedures required in cases where Contractor is responsible to the Owner for costs for Additional Services of the Architect.
- 1.9 CONTRACTOR'S REPORTS
- A. A daily report summarizing the work performed, weather conditions, number of workers, amount and kinds of equipment, unusual occurrences, and the like shall be submitted by the Contractor's Field Superintendent to the Architect, the Owner, the Clerk of the Works, each working day covering the work performed on the previous working day.
 - B. Form of the daily report shall be as approved by the Architect.
 - C. Attention is directed to recent amendments to MGL Chapter 149, Section 27B requiring submission of certified weekly payrolls directly to the Awarding Authority by every contractor and subcontractor doing public work.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS

- A. Use only those materials which will not create hazards to health or property and which will not damage surfaces. Refer to Section 018119 – Indoor Air Quality Requirements for additional requirements.
- B. Use only those cleaning materials and methods recommended by manufacturer or surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 CONDUCT OF WORK

- A. The Contract Site shall be as shown on the Drawings, and shall include the entire area bound by the "Contract Limit" or "Limit of Work" lines as well as all areas outside of the Limit of Work Lines when required for performance of work under this Contract.
- B. Contractor shall take all steps necessary to protect existing conditions to remain. Damage to existing work caused by Contractor's operations under this Contract shall be repaired at Contractor's expense.
- C. Any street, paving, curb and/or sidewalk damaged as the result of work under this Contract, whether within or outside the limits of the Work, shall be repaired and/or replaced with new matching construction by the Contractor at his expense and in a manner satisfactory to the Architect and authorities having jurisdiction.
- D. Protection of Curbs and Walkways: Where existing curbs or walks are to remain, or after new curbs or walks are constructed and trucking is required over them, they shall be suitably protected as shown on approved Logistics Plan.
- E. Trenching and other work outside construction limits shall be expedited to the fullest and carried out with minimum of inconvenience to normal operations of Owner and public traffic. Walks, paved or landscaped areas over which temporary driveways cross shall, upon completion of the Work, be restored to their original condition with new construction. Temporary roadways shall be bridged over trenched areas.
- F. Provide continuous, lawful, safe, adequate and convenient access to the site. Contractor shall construct and maintain in good, safe, usable condition temporary roads, capable of supporting emergency vehicles, and appurtenances as required, and when no longer required, remove temporary construction and restore such areas to their original condition, or as otherwise specified in the Contract Documents.
- G. Conduct of Construction Personnel: Smoking is not permitted on project property, including the construction site.

3.2 HOURS OF WORK

- A. Hours of work shall be from 7:00 AM until 6:00 PM, excluding Sundays, and Holidays, unless otherwise approved by the Owner.

- B. The Contractor shall comply with applicable local ordinances.

3.3 CONTRACTOR USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period.
 - 1. Confine operations at the site to areas permitted by laws, by-laws, permits and contract limit lines.
 - 2. Do not unreasonably encumber the site with materials or equipment.
 - 3. Coordinate with Owner and Architect work in connection with adjacent occupied buildings or areas, driveways, walks, and other facilities which would prevent access thereto or interrupt, restrict, or otherwise infringe upon use thereof.
 - 4. Contractor to provide Site Logistics and Use Plan for review prior to mobilization.
- B. General: Contractor will have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- C. Use of Site: Limit use of premises to areas within the Contract limits indicated on Drawings. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Schedule any work that will obstruct adjacent streets in accordance with the requirements of the Owner.
 - 2. Maintain access to existing walkways, streets and other adjacent occupied or used facilities. Do not close or obstruct walkways, streets or other occupied or used facilities without written permission from Owner and other authorities having jurisdiction.
 - 3. Owner Occupancy: Allow for Owner occupancy of portions of Project site, including adjacent occupied buildings, and use by the public.
 - 4. Driveways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 5. Site Access: Owner will designate access roads to site and will define limits within which Contractor shall control movements of his personnel. Access to the site shall generally be via existing roadways and paved surfaces which Contractor shall maintain and restore to original condition.
- D. Use of Existing Building: Maintain existing building in a weather tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
- E. Contractor Parking: Parking of Contractor's vehicles and those of his Subcontractors will be allowed only within Limit of Work area located where shown on Drawings. Contractor shall be responsible for parking arrangements, regulation and control of such parking and resulting traffic. Each Subcontractor shall make arrangements with Contractor for required parking of his vehicles.
- F. On-Site Delivery and Storage of Construction Materials: Do not permit materials and fabricated work to be stacked on, or be transported over, floor and roof construction in such a manner as to stress any construction beyond the designed live loads. Assume full responsibility for protection and safekeeping of products stored on premises. Obtain and pay for use of

additional storage or work areas needed for operations. Limit use of site to work and storage of materials for this project.

1. Maintain clean, dry storage areas for construction materials and minimize their exposure to dust. Refer to Section 018119 – Indoor Air Quality Requirements and individual Division 3 through 50 Sections for additional requirements.
2. Do not store foamed polystyrene, polyurethane or like materials within the building. Take proper precautionary measures regarding the Storage of such materials outside the building.

- G. Contractor shall be responsible for adequate site drainage during the entire construction period and shall use any appropriate temporary means that does not adversely affect construction progress or abutting property. Refer to Section
- H. Contractor shall take all necessary safety precautions and maintain an adequate level of fire protection at all times.
- I. Do not use areas outside the Limit of Work area for temporary storage or structures without specific written permission from the Architect and Owner.

3.4 EXISTING UTILITIES

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
- B. Immediately repair any active existing utility lines (cables, conduit, ducts, and piping), damaged during the course of construction. Protect and maintain such active existing utilities in use, until relocation of same has been completed or utilities have been cut, capped, or prepared for new service connections, as applicable. Perform such repair and protection work at no additional cost to the Owner.
- C. If any existing active utility not indicated on the Drawings is unintentionally damaged, and such utility is to remain, immediately repair the damage and restore the utility to its original integrity. Reimbursement of cost for performing such repair will be made by an adjustment in the Contract Price in accordance with the General Conditions of the Contract.
- D. Any adjustment as outlined above shall be based on the assumption that the Contractor has performed in a prudent manner at the time such damage occurred. If extra expense is incurred in protecting and maintaining any utility line not shown on the Drawings, nor revealed by a "Dig-Safe" inspection, an adjustment in the Contract Price shall be made.
- E. The Owner will cooperate and assist the Contractor in locating and identifying underground utilities. Contractor shall cooperate and participate in "Dig Safe" programs, notifying proper authorities before proceeding.
- F. If it becomes necessary to interrupt power, water line, sewer, gas or other utilities to adjacent buildings, notify the Architect and Owner's Project Manager at least four (4) days in advance. Schedule such interruptions at such times as will minimize disruption and inconvenience to users.

3.5 NOISE CONTROL

- A. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum. Submit noise abatement program to Owner's Project Manager and Architect for review prior to use of noise generating equipment.
- B. Execute construction work by methods and by use of equipment that will reduce noise and which will provide minimum interference with neighborhood activities.
 - 1. Employ construction methods and equipment that will produce the minimum amount of noise.
 - 2. Equip air compressors with silencers, and power equipment with mufflers.
 - 3. Handle vehicular traffic and scheduling to reduce noise.
- C. Do not allow radio and electronic entertainment equipment to be operated at volume that makes ordinary conversation difficult at ten (10) feet from such equipment.

3.6 SAFETY AND DISPOSAL REQUIREMENTS

- A. Standards: Maintain project in accordance with State Building Code and local ordinances.
- B. Hazards Control: Store volatile wastes in covered metal containers and remove from premises. Prevent accumulation of wastes which create hazardous conditions. Provide adequate ventilation during use of volatile and noxious substances.
- C. Disposal: Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws. Do not burn or bury rubbish and waste materials on project site. Do not dispose of hazardous wastes such as solvents, mineral spirits, oil, paint, paint thinner in storm or sanitary drains. Do not dispose of wastes into streams or waterways.

3.7 ACCIDENT PREVENTION

- A. Comply with all Federal, State and municipal recommendations and requirements for safety and accident prevention, those of the Associated General Contractors of America and the American National Standards Institute (ANSI Standard A10.2). Conduct regular, frequent inspections of the site for compliance with safety regulations.
- B. Neither the Owner nor the Architect will be responsible for providing a safe working place for the Contractor, Subcontractors, or their employees, or any individual responsible to them for the Work.

3.8 WELDING AND CUTTING

- A. Where electric or gas welding or cutting work is done above or within ten (10) feet of combustible material or above space that may be occupied by persons, use interposed shields of incombustible material to protect against fire damage or injury due to sparks and/or hot metal.
- B. Place tanks supplying gases for gas welding or cutting at no greater distance from the work than is necessary for safety, securely fastened and maintained in an upright position where practicable. Such tanks, when stored for use, shall be remote from any combustible material and free from exposure to the direct rays of the sun or high temperatures. Storage shall be secured under lock and key, to prevent unauthorized use of gas and equipment.

- C. Maintain suitable fire extinguishing equipment near all welding and cutting operations. When operations cease for the noon hour or at the end of the day, thoroughly wet down the surroundings adjacent to welding and cutting operations. Properly protect any new materials, stored or installed, that are subject to water damage.
- D. Station a worker equipped with suitable fire extinguishing equipment near welding and cutting operations to see that sparks do not lodge in floor cracks or pass through floor to wall openings or lodge in any combustible material. Keep the worker at the source of work which offers special hazards for a minimum of thirty (30) minutes after the job is completed to make sure that smoldering fires have not been started.
- E. Place a qualified electrician in charge of installing and repairing electric and arc welding equipment.

3.9 MUNICIPAL POLICE SERVICES

- A. Make all necessary arrangements with the municipal police department in advance of times when regular, off-duty, or reserve police officers will be needed for traffic control or protection due to operations performed under this Contract.
- B. Pay police officers in accordance with rates established by the municipality for such services:
- C. Extend the Worker's Compensation Insurance and Employer's Liability Insurance required under the General Contract to cover police used on the Project.

3.10 STORAGE OF MATERIALS OFF SITE

- A. The Contractor, Subcontractors and Sub-subcontractors shall obtain prior written approval from the Owner through the Architect for permission to store materials to be incorporated in the Work, for which Progress Payments will be requested, at off-site locations. Any and all charges for storage, including insurance, shall be borne solely by the Contractor. Before approval, Owner will require proper proof of insurance and a letter in which is furnished:
 - 1. The names of the Contractor and/or Subcontractor or subordinate Subcontractor leasing the storage area.
 - 2. The location of such leased space.
 - 3. Description of the leased area: The entire premises or certain areas of a warehouse giving the number of floors or portions thereof.
 - 4. The date on which the material is first stored.
 - 5. The value of the material stored.
 - 6. Transfer of title for such materials in a form acceptable to the Owner.
- B. Requirements for storage facility at which materials will be stored off-site:
 - 1. The storage facility shall be a bonded warehouse.
 - 2. The Contractor shall permit access to the storage facility to the Clerk of the Works upon request.
- C. Contractor, Subcontractors and subordinate Subcontractors shall provide prior to the request for payment for such stored materials, adequate advanced notice, to the Architect so that the Owner or Architect can inspect, at their convenience, the materials being stored at any location.
- D. Each sealed carton shall be marked with the Project name, the Owner's name and the Architect's name as they appear in the Agreement.

- E. A perpetual inventory shall be maintained for all materials held in storage for which payment has been requested.
- F. Payment for materials stored off site shall be at the sole discretion of the Owner. Any additional costs to the Owner resulting from storage of material off site for which payment is requested, such as, but not limited to, travel expenses and time for inspectors shall be back charged to, and paid by, the Contractor.

3.11 DUST CONTROL

- A. Maintain the construction site, stockpiles, access, detour, and haul roads, staging and parking area used for the Work, free of dust which would cause a hazard or a nuisance to those at the site or adjacent sites.
- B. Provide environmentally safe and positive methods and dust control materials to minimize raising dust from construction operations, and provide positive means to prevent air-borne dust from dispersing into the atmosphere.
- C. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- D. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- E. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces, including paint, coatings, sealants, caulking, adhesives.
- F. Furnish, erect, and maintain for the duration of the work period, temporary fire-retardant dust proof coverings and partitions as required to prevent the spread of dust beyond the immediate area where work is being performed.
- G. These provisions do not supersede any specific requirements for methods of construction or applicable regulations, or general conditions set forth elsewhere in the Contract with regard to performance obligations of the Contractor.

3.12 CLEANING DURING CONSTRUCTION

- A. Execute cleaning during progress of work and at Substantial Completion, as required by General Conditions and as herein specified.
- B. Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by operations. At completion of work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials, and clean all exposed surfaces; leave project clean and ready for occupancy.
- C. Cleaning shall be in addition to cleaning specified under other sections and shall include all surfaces, interior and exterior in which or to which the Contractor has had access.
- D. Refer to Sections of the Specifications for cleaning of specific products.
- E. Execute cleaning to ensure that the building, the site, and adjacent properties are maintained free from accumulations of waste materials and rubbish and windblown debris, resulting from construction operations.

- F. Provide on-site containers for collection of waste materials, debris and rubbish.
- G. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal areas off site.
- H. Handle materials in a controlled manner with as few handling as possible. Do not drop or throw materials from heights.
- I. Schedule cleaning operations so that dust and other contaminants resulting from cleaning processes will not fall on wet newly painted surfaces, uncured caulking, sealants, adhesives, etc.

3.13 DEBRIS CONTROL AND REMOVAL OF RUBBISH

- A. Ensure that each Subcontractor engaged in the Work bears full responsibility for cleaning up during on a daily bases and immediately upon completion of his work, and removes all rubbish, waste, tools, equipment, and appurtenances caused by and used in the execution of his work; but this shall in no way be construed to relieve the General Contractor of primary responsibility for maintaining a clean building and site free of debris, leaving all work broom clean and in a condition satisfactory to the Architect, Project Manager, and Owner.
- B. Provide at least one tightly built chute serving each level which shall lead down to angle offset and sliding panel chute at a convenient loading point for trucks or dumpsters.
- C. Do not permit any material to be thrown from open floors, windows or roof of the building.
- D. Immediately after unpacking, remove all packing materials, case lumber, excelsior, wrapping and other rubbish, flammable and otherwise, from the building and premises.
- E. Initiate and maintain a specific program to prevent the accumulation of debris at the construction site, storage and parking areas, or along access roads and haul routes:

Provide containers for deposit of debris and schedule periodic collection and disposal of debris. Prohibit overloading of trucks to prevent spillage on access and haul routes.
- F. Contractor shall make provisions for snow and ice removal, as required. In addition, Contractor shall provide wheel-washing stations at site egress gates, as directed by the Project Manager, to maintain clean neighborhood streets.

3.14 POLLUTION CONTROL, GENERAL

- A. Provide methods, means and facilities required to prevent contamination of soil, water and atmosphere by the discharge of noxious substances from construction operations.
- B. Remediation of Spills: Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids. Excavate and dispose of contaminated earth off site and replace with suitable uncontaminated compacted fill and topsoil, in accordance with the requirements of Section 310000 - EARTHWORK.
- C. Take special measures to prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams or in sanitary or storm sewers.

- D. Provide systems for control of atmospheric pollutants. Prevent toxic concentrations of chemicals. Prevent harmful dispersal of pollutants into the atmosphere.
- E. Refer to construction phasing plans for information and to the Order of Conditions for sequence of operations for erosion control.

3.15 STORM WATER POLLUTION PREVENTION PLAN IMPLEMENTATION

- A. Execute Storm Water Pollution Prevention Plan described in SWPPP as submitted to the EPA, in accordance with Federal and local regulations.

3.16 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy adjacent buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing street and site access at all times, unless otherwise indicated.

- 1. Maintain access to existing walkways, streets and other adjacent occupied or used facilities. Do not close or obstruct walkways, streets or other occupied or used facilities without written permission from Owner, and authorities having jurisdiction.
- 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

- 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
- 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
- 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
- 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

- C. If the Project is substantially complete by the specified date for Substantial Completion, the Owner at his election may from time to time, or permanently, occupy the building or any portion thereof as the work is completed to such a degree as will, in the opinion of the Owner, permit the use of the building or other portions of the Project for the purpose for which they are intended.

- D. The Owner will, prior to any such partial occupancy, give notice to the Contractor thereof and such occupancy shall be predicated upon the following conditions:

- 1. In the case of partial occupancy prior to the stipulated completion date, the Owner shall secure endorsement from the Contractor's insurance carrier and consent of the surety permitting occupancy of the building or use of the Project during the remaining period of construction.
- 2. In the case of partial occupancy after the stipulated completion date, the Contractor shall extend all the necessary insurance coverage as stipulated until the date of Final

- Acceptance of the Project. Owner's use and occupancy prior to final Acceptance shall not relieve the Contractor of his responsibility to maintain the insurance coverage as required by the Contract Documents.
3. In case of such partial occupancy, the guarantee period called for by the Contract Documents shall commence on the date of Substantial Completion of the Phase containing the guaranteed Work.
 4. Occupancy of the building or any portion thereof by the Owner, shall not constitute an acceptance of the Work or of work not performed in accordance with the Contract Documents or relieve the Contractor of responsibility to perform any work required by the Contract but not completed at the time of occupancy.
 5. If the Owner occupies the building as a result of the Contractor's failure to substantially complete the work by the specified date, the Contractor shall pay maintenance costs on the portion of the building occupied under this Agreement until Substantial Completion.
 6. The Contractor shall be required to furnish heat, electricity and water used in the occupied portion of the building, from the time of the occupancy by the Owner until Substantial Completion.

END OF SECTION