

SECTION 011000

SUMMARY

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- 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.
- B. Equality of material, article, assembly or system other than those named or described in this Section shall be determined in accordance with the provisions of Article V of the CONTRACT AND GENERAL CONDITIONS.

1.2 REQUIREMENTS INCLUDED

- A. Work under this Contract.
- B. Examination of Site and Documents.
- C. General Contractor's Qualifications.
- D. Contract Method.
- E. Work Sequence.
- F. Supervision of Work.
- G. General Contractor's Use of Premises.
- H. Coordination.
- I. Field Engineering.
- J. Reference Standards.
- K. Preconstruction Conference.
- L. Project Meetings.
- M. Permits, Inspection, and Testing Required by Governing Authorities.
- N. Cutting, Coring, Patching, Unless Otherwise Indicated.
- O. Debris Removal.

- P. Field Measurements.
- Q. Safety Regulations.
- R. OSHA Safety and Health Course Documentation.
- S. Damage Responsibility.
- T. Owner Furnished Products.
- U. Asbestos and Hazardous Materials Discovery.
- V. Special Requirements.
- W. List of Drawings.

1.3 PROJECT MANAGER DEFINITION

- A. For the purposes of this project all administrative and procedural sections referring to the Project Manager shall mean the Owner's Project Manager or their representative or the Architect.

1.4 WORK UNDER THIS CONTRACT

- A. The work to be done under this contract consists of executing and completing all work required for Massachusetts State Project No.: TRC1704 TR1 HOLDING CELLS IMPROVEMENTS FITCHBURG DISTRICT COURT.
- B. General Information:
 - 1. The OWNER is:
 - a. The Commonwealth Of Massachusetts; Executive Office Of The Trial Court; Office Of Court Management; Facilities Management & Capital Planning [FMB], hereafter called the "Owner".
 - b. The project consists of renovation work at an existing court facility and includes holding cells improvements, miscellaneous court room work, miscellaneous exterior work.
 - c. Work includes: Renovations include demolition of existing exterior ramp and interiors, providing new deck and exterior concrete surfaces including flatwork, masonry walls, doors and frames metal and wood, hardware, cell block locks, cell doors and frames , epoxy walls and floors, painting interior and exterior and includes ACT ceiling work.
- C. The work will include all operations necessary to deliver the building(s) and ancillary on and off site amenities in a fully installed and operable condition including all utility and site work.

- D. Permits, licenses, and certificates: The building permit shall be obtained by the Owner. Obtain all other necessary licenses, permits, and certificates.
- E. Where utilities exist within and adjacent to the building(s) and ancillary parking lots, and are known by the Owner, they have been shown on the site plan(s) appearing in, but not restricted to, the exhibits. Connections to these existing utility lines will be the responsibility of the General Contractor.
- F. The scope of work, without limiting the generality thereof, includes all labor, materials, equipment and services required to perform the work described fully in the Drawings and Specifications and includes, but is not limited to the following major work:
 - 1. Construction of a renovation project type including, but not limited to:
 - a. Structure work for ramp with new alum. Skirting.
 - b. Masonry and concrete work.
 - c. Carpentry, millwork, caulking.
 - d. Detention specialties.
 - e. Interior finishes.
 - f. Plumbing, HVAC Mechanical and electrical.
 - g. Miscellaneous sitework and utilities work.
 - 2. Construction is be classified type III.
- G. Reference To Drawings: The work to be done under this Contract is shown on the Drawings listed at the end of this Section.
- H. Work will include all site removal and new construction including underground and overhead utilities, HVAC work, plumbing work, fire protection, and electrical work as required. The General Contractor will provide a schedule for completion of the project to the Owner within the required construction period.
- I. The Massachusetts Standard Labor Wage rates, as outlined in the exhibits, will be used in the construction of this project.

1.5 EXAMINATION OF SITE AND DOCUMENTS

- A. A pre-bid conference will be held at the job site on the date and at the time indicated in the Invitation to Bid.
- B. The bidders are expected to examine and to be thoroughly familiar with all contract documents and with the conditions under which the work is to be carried out. The Commonwealth will not be responsible for errors, omissions, and/or charges for extra work arising from the General Contractors or Subcontractors failure to familiarize themselves with the contract documents. The General Contractor and Subcontractor acknowledge that they are familiar with the conditions and requirements of the contract documents where they require, in any part of the work a given result to be produced, and that the contract documents are adequate and will produce the required results.
- C. Contact: To schedule site visits, Ann Schiro, 617-725-3177.

- D. Contact: For questions in writing, Ann Schiro, , ann.schiro@jud.state.ma.us

1.6 GENERAL CONTRACTOR'S QUALIFICATION

- A. The General Contractor must be currently certified by the Division of Capital Asset Management and Maintenance (DCAMM) for General Building Construction.
- B. The General Contractor shall certify in writing that he has successfully performed on at least three such construction projects of equivalent size and complexity.
- C. It is the Bidder's responsibility to obtain the necessary forms from DCAMM and make application to DCAMM not less than three weeks prior to advertised bid opening for DCAMM to evaluate the application and issue a Certificate of Eligibility.
- D. The General Contractor's Updated Statement is not a public record as defined in M.G.L., Chapter 4, Section 7, and will not be open to public inspection.

1.7 CONTRACT METHOD

- A. Work under this contract shall be lump sum price, for the scopes of work as described in these specifications and shown on the Drawings.

1.8 WORK SEQUENCE

- A. The Work will be conducted in the following sequence of demolition/construction:
 - 1. Work that does not disturb operation of the building. This main entrance must be in use the entire period of construction. The concrete paving immediately adjacent to the front doors must be done off hours.
 - 2. Work that is time sensitive and requires coordination with facilities management.
 - 3. During all phases of preconstruction, construction and closeout the Courthouse and its surroundings will be occupied and must remain open to the public. Court operational hours are 8:00 – 4:30. All building systems must be operational from 7am to 6pm Monday through Friday. All noisy, dusty or work otherwise disruptive to Court operations must be scheduled outside of 8:00 – 4:30. Contract work hours to be 3:00 PM to 11:00PM
 - 4. Cell renovation shall be done in the following sequence of the cell numbers indicated below:
 - a. 106
 - b. 107
 - c. 108
 - d. 8
 - e. 4
 - f. 7
 - g. 5

h. 6

1.9 SUPERVISION OF WORK

- A. The General Contractor shall be held directly responsible for the correct installation of all work performed under this Contract. The General Contractor must make good repair, without expense to the Commonwealth, of any part of the new work, or existing work to remain, which may become inoperative on account of leaving the work unprotected or unsupervised during construction of the system or which may break or give out in any manner by reason of poor workmanship, defective materials or any lack of space to allow for expansion and contraction of the work during the General Contractor's warranty period, from the date of final acceptance of the work by the Owner aka .
- B. The General Contractor shall furnish a competent Massachusetts licensed superintendent satisfactory to the OWNER Project Manager and to the Designer. The licensed superintendent shall supervise all work under this contract and who shall remain on duty at the site throughout the Contract period while work is in progress.
 - 1. Submit the name and resume of the superintendent for approval to the OWNER Project Manager. Include experience with projects of equal size and complexity.

1.10 GENERAL CONTRACTOR'S USE OF PREMISES

- A. Use of the Site: Limit use of the premises to work in areas indicated on the Drawings.). Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for continuous Owner occupancy and use by the public).
 - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Schedule and perform work to afford minimum of interruption to normal and continuous operation of utility systems. The General Contractor shall submit to Owner and the Designer for approval, proposed schedule for performing work; including construction of new utilities, re-routing of existing utilities and final connection of new work to existing work. Schedule shall indicate shutdown time required for each operation.
 - 1. Work includes checking all safety devices to verify that they have come back on-line after interruption. This requirement will not be waived.
- C. The General Contractor shall notify the Owner in writing, 72 hours in advance of the proposed time for shutting down or interrupting any utilities, services or facilities which may affect the operation of other buildings, services or facilities of the Owner.
- D. Coordinate with Owner and the Designer, work in connection with adjacent driveways, walks, or other facilities which would prevent access thereto or interrupt, restrict, or otherwise infringe upon the's use thereof.

- E. The General Contractor shall be aware of the sensitivity of the neighborhood organizations to noise, dust, debris, vibration, and site maintenance and take appropriate precautions to avoid conflict.
- F. Damage to existing work, if caused by the General Contractor's operations under this Contract, shall be repaired at the General Contractor's expense.
 - 1. An existing conditions survey shall be conducted, with the Designer, the Owner Project Manager, and Owner representatives, at which existing conditions will be videotaped by the General Contractor. A copy of the videotape will be provided to the Owner Project Manager.
- G. Trenching and other work outside construction limits shall be expedited to fullest extent and carried out with minimum of inconvenience to normal operation of the 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. Temporary roadways shall be bridged over trenched areas. Filing is required by the Contractor for a Owner issued trench permit.
- H. The General Contractor can gain access to the premises during the hours specified below. In addition the General Contractor and his personnel will limit themselves only within the working premises during working hours. If work needs to be scheduled during times other than those listed below, General Contractor shall inform the Owner Project Manager one week prior to work.
 - 1. Deliveries: To be determined.
 - 2. General Access: 3:00PM to 11:00PM
- I. Confine operations at the site to areas permitted by:
 - 1. Laws
 - 2. Ordinances
 - 3. Permits
 - 4. Contract Documents
 - 5. Owner's Regulations
- J. All workers will be required to pass a CORI check and wear identifying name badges. Submit completed forms and copy of photo ID for all workers for clearing well in advance of time to start work
- K. The General Contractor shall verify that Subcontractors have visited the site and included all costs associated with the location of the project, and any restriction or limitations the location of the project may pose.
- L. The Subcontractors shall at all times conduct their operations in a courteous, professional manner while on the project or in the vicinity of the project. Harassment, offensive language or behavior will not be permitted on the site. .

1.11 COORDINATION

- A. The General Contractor shall be responsible for the proper fitting of all the work and for the coordination of the operations of all Subcontractors or material and persons engaged upon the work. The General Contractor shall do, or cause his agents to do, all cutting, fitting, adjusting, and repair necessary in order to make the several parts of the work come together properly.
 - 1. Examine Contract Documents in advance of start of construction and identify in writing questions, irregularities or interference to the OWNER Project manager in writing. Failure to identify and address such issues in advance becomes the sole responsibility of the General Contractor. A conflict that would cause the reduction of the normal ceiling height of any occupied space is considered to be an interference.
- B. Execute the work in an orderly and careful manner with due regard to the occupants of the facility, the public, the employees, and the normal function of the facility.
- C. The work sequence shall follow contract required phasing, planning and schedule established by the General Contractor as approved by the Designer and the OWNER Project Manager. The work upon the site of the project shall commence promptly and be executed with full simultaneous progress. Work operations which require the interruption of utilities, service, and access shall be scheduled outside of hours of operation so as to involve no disruption nor inconvenience, and to be expedited to ensure completion prior to operating hours. Court operating hours are to be determined.
- D. The General Contractor shall review the tolerances established in the specifications for each type of work and as established by Subcontractor organizations. The General Contractor shall coordinate the various Subcontractors and resolve any conflicts that may exist between Subcontractor tolerances without additional cost to OWNER. The General Contractor shall provide any chipping, leveling, shoring or surveys to ensure that the various materials align as detailed by the Designer and as necessary for smooth transitions not noticeable in the finished work.

1.12 FIELD ENGINEERING

- A. Provide field engineering services; establish grades, lines and levels, by use of recognized engineering survey practices. All field engineering surveying shall be performed by a licensed Land Surveyor registered in the Commonwealth of Massachusetts.
- B. The General Contractor shall survey and submit exact dimensional layouts as required. Engage and pay for the services of a Massachusetts Registered Surveyor acceptable to the OWNER Project Manager to locate and protect control and reference points.

1.13 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements for the standard, except where more rigid requirements are specified or are required by codes.
- B. Where reference is made in the Contractual Documents to Publications and Standards issued by Associations or Societies, the intent shall be understood to specify the current edition of such

Publications or Standards (including tentative revision) in effect on the date of the contract advertisement notwithstanding any reference to a particular date.

1.14 PRE-CONSTRUCTION CONFERENCE

- A. In accordance with Article V of the CONTRACT AND GENERAL CONDITIONS, a pre-construction conference to review the work will be conducted by the OWNER Project Manager.
- B. Representatives of the following shall be required to attend this conference:
 - 1. Owner.
 - 2. Designer
 - 3. General Contractor
 - 4. All Subcontractors
 - 5. Applicable Municipal Agencies and State Agencies.
- C. The General Contractor shall have a responsible representative at the pre construction conference to be called by the OWNER Project Manager following the award of the contract, as well as representatives of field or office forces and major Subcontractors. All such representatives shall have authority to act for their respective firms. The pre-construction conference is to be held within five days of Notice to Proceed, or as otherwise determined by the Owner.

1.15 PROJECT MEETINGS

- A. Project meetings shall be held periodically and as required subject to the discretion of the OWNER Project Manager.
- B. As a prerequisite for monthly payments, ordering schedules, shop drawing submitted schedules, and coordination meeting schedules shall be prepared and maintained by the General Contractor and shall be revised and updated on a monthly basis, and a copy shall be submitted to the OWNER Project Manager and Designer.
- C. In order to expedite construction progress on this project, the General Contractor shall order all materials immediately after the approval of shop drawings and shall obtain a fixed date of delivery to the project site for all materials ordered which shall not impede or otherwise interfere with construction progress. The General Contractor shall present a list and written proof of all materials and equipment ordered (through purchase orders). Such list shall be presented at the meetings and shall be continuously updated.
- D. Scheduling shall be discussed with all concerned parties, and methods shall be presented by the General Contractor, which shall reflect construction completion not being deferred or foreshortened. Identify critical long-lead items and other special scheduling requirements. The project schedule is to include time for submission of shop drawing submittals, time for review, and allowance for resubmittal and review.
- E. Project meetings shall be chaired by the Designer.

- F. Minutes of the project meetings shall be prepared by the Designer and shall be distributed to all present. The Designer's meeting minutes shall be the only official meeting record.

1.16 PERMITS, INSPECTION, AND TESTING REQUIRED BY GOVERNING AUTHORITIES

- A. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having any jurisdiction require any portion of the Work to be inspected, tested, or approved, the General Contractor shall give the Designer, the OWNER Project Manager or his/her designated representative, and such Authority timely notice (5 business days minimum) of its readiness so the Designer may observe such inspecting, testing, or approval.
- B. Prior to the start of construction, the General Contractor shall complete application to the applicable Building Code enforcement authority for a Building Permit. Such Permit shall be displayed in a conspicuous location at the project site.
- C. Unless otherwise specified under the Sections of the Specifications, the General Contractor shall pay such proper and legal fees to public officers and others as may be necessary for the due and faithful performance of the work and which may arise incidental to the fulfilling of this Contract. As such, all fees, charges, and assessments in connection with the above shall be paid by the General Contractor
- D. The General Contractor shall furnish and install all information required by the building official and shall secure the general building permit for the work promptly on award of the Contract. The General Contractor shall conform to all conditions and requirements of the permit and code enforcement authority. The General Contractor shall provide names and license numbers of its responsible representatives to complete the application for permit, and shall receive the permit and promptly distribute copies to OWNER and the Designer.
- E. General Contractor and specialized Subcontractors as applicable shall identify all permits (other than general building permit) required from Authorities having jurisdiction over the Project for the construction and occupancy of the work. The General Contractor shall prepare the necessary applications and submit required plans and documents to obtain such permits in a timely manner, and shall furnish the required information to the Building Official and obtain the required permits as early as practicable after award of the Contract.
 - 1. The General Contractor shall display all permit cards as required by the Authorities, and shall deliver legible photocopies of all permits to OWNER's Project Manager and the Designer promptly upon their receipt.
 - 2. The General Contractor shall arrange for all inspections, testing and approvals required for all permits, and shall notify the Designer and OWNER'S Resident Engineer of such inspections at least three (3) business days in advance (longer if so required in the various Sections of the Specifications), so they may arrange to observe.
 - 3. The General Contractor shall comply with all conditions and provide all notices required by all permits.
 - 4. The General Contractor shall perform and/or arrange for and pay all testing and inspections required by the Governing Codes and Authorities, other than those provided by OWNER, and shall notify the Designer and OWNER'S Resident Engineer of such inspections at least three (3) business days in advance of all such testing or inspection, so they may arrange to observe.

5. Where Inspecting Authorities require corrective work for conformance with applicable Codes and Authorities, the General Contractor shall promptly comply with such requirements, except in cases where such requirements clearly exceed the requirements of the Contract Documents, in which case the General Contractor shall proceed in accordance with the procedures for modifications or changes in the work established in the Contract Documents, as amended.

1.17 CUTTING, CORING, AND PATCHING, UNLESS OTHERWISE INDICATED

- A. The General Contractor shall coordinate all cutting, coring, fitting and patching of the work that may be required to make its several parts come together properly and fit it to receive or be received by work of the Subcontractors shown on the Drawings and Specifications. The Subcontractor shall perform all cutting, coring or patching.
- B. The General Contractor shall coordinate that the work of the Subcontractor is not endangered by any cutting, coring, excavating, or otherwise altering of the work and shall not allow the cutting or altering the work of any Subcontractor except with the written consent of the Designer.
- C. Submit a written request to Designer well in advance of executing any cutting or alteration which affects:
 1. Work of OWNER or separate Contractor.
 2. Structural value or integrity of any element of the Project.
 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 4. Efficiency, operational life, maintenance, or safety of operational elements.
 5. Visual qualities of sight-exposed elements.
 6. Request shall include:
 - a. Identification of the Project.
 - b. Description of affected work.
 - c. The necessity for cutting, alteration, or excavation.
 - d. Effect on work of OWNER or any separate General Contractor, or on structural or weatherproof integrity of Project.
 - e. Description of proposed work:
 - f. Alternatives to cutting and patching.
 - g. Cost proposal, when applicable.
 - h. Written permission of any separate General Contractor whose work will be affected.
 7. Should conditions of Work or the schedule indicate a change of products from original installation, General Contractor shall submit request for substitution.
 8. Submit written notice to Designer designating date and time the work will be uncovered a minimum of three business days in advance.
- D. Performance:
 1. Execute cutting and patching by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
 - a. In general, where mechanical cutting is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings through concrete work.

- b. Comply with the requirements of Section 312000 - EARTH MOVING where cutting-and-patching requires excavating and backfilling.
 - c. Prior to cutting and structural steel or concrete work, contact Designer and Project Structural Engineer in writing. Do not cut any structural steel and concrete work until approval has been granted by the Designer and the Project Structural Engineer.
 2. Employ original installer or fabricator to perform cutting and patching for:
 - a. Weather-exposed or moisture-resistant elements.
 - b. Sight-exposed finished surfaces.
 3. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
 4. Restore work which has been cut or removed; install new products matching existing to provide completed Work in accordance with requirements of Contract Documents.
 5. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
 6. Patch with seams which are durable and as invisible as possible. Flash and seal all penetration of exterior work. Comply with specified tolerances for the work.
 7. Restore exposed finishes of patched areas; and, where necessary extend finish restoration onto retained work adjoining, in a manner which will eliminate evidence of patching.
 - a. Where patch occurs in a smooth painted surface, extend final paint coat over the entire unbroken surface containing the patch.
 8. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - a. For continuous surfaces, refinish to nearest intersection.
 - b. For an assembly, refinish entire unit.

E. Existing Utilities Services:

1. Interruptions to critical existing utility services will not be allowed.
 - a. Sanitary sewer, storm drainage, and water changeovers as affecting existing services shall be done with no disruptions of existing services and scheduling of such work will require approval in writing by the Owner .
 - b. All relocation of existing electrical, telephone, and gas services that are utility company owned shall be performed by the respective utility company, and the cost of any charges for such work shall be paid by the General Contractor. All utility installations and relocation shall be the responsibility of the General Contractor. Coordination of all of the aforesaid work is the responsibility of the General Contractor.
2. The General Contractor shall locate and record on Drawings all existing utilities along the course of the work by such means as the Designer and the OWNER Project Manager may approve, and shall preserve such marked locations until the work has progressed to the point where the encountered utility is fully exposed and protected as required. It shall be the General Contractor's responsibility to notify the proper authorities and/or utility company before interfering therewith.
3. Existing utilities that are indicated on the Drawings or whose locations are made known to the General Contractor prior to excavations, though accuracy and information as to grades and elevations may be lacking, shall be protected from damage during the excavation and backfilling operations and, if damaged by the General Contractor, it shall be repaired by the General Contractor at his/her own expense.
4. All exposed conduits, wires, and/or cables shall be provided with sufficient protection and support to prevent failure, fraying, or damage due to backfilling or other construction operations.

5. The General Contractor shall not obstruct access to existing active utility system manholes and catch basins which continue to serve facilities other than the project construction site. The General Contractor shall exercise measures as necessary to prevent the placement of impediments that limit continuous access by authorized utility company or Owner maintenance personnel and shall be required to reimburse the utility company or Owner for any expense incurred as a result of need to remove any such impediments to access.

F. Dig-Safe:

1. Within the Commonwealth, "Dig-Safe" (Dig Safe Systems, Inc.) is the name of the Utility Underground Plant Damage Prevention Authority. They are located at 331 Montvale Avenue; Woburn, MA 01801. The telephone number is 1-888-DIGSAFE (344-7233). General Contractors must notify "Dig-Safe" of contemplated excavation, demolition, or explosive work in public or private ways, and any utility company right-of-way easement. Notification must be made at least seventy-two (72) hours prior to the work, but not more than sixty (60) days before the contemplated work.
2. The Owner requires that notification be sent to "Dig-Safe" by certified mail with copies to the Designer and the OWNER Project Manager. The Owner requires a copy of the signed receipt of delivery.
3. "Dig-Safe" is required to respond to the notice within seventy-two (72) hours from the time said notice is received by designating at the locus the location of pipes, mains, wires, or conduits.
4. General Contractors shall not commence with work until "Dig-Safe" has responded as noted above.
5. Prior to the "Dig-Safe" notification, the Owner requires General Contractors to provide their Superintendent with current "Dig-Safe" regulations, and a copy of Massachusetts General Laws, Chapter 82, Section 40.

1.18 DEBRIS REMOVAL

- A. The General Contractor shall coordinate the removal of all demolition and construction waste by the Subcontractor from the job site on a daily basis. Waste shall be segregated for recycling. Comply with requirements of Section 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
- B. Debris shall be legally disposed of in a D.E.P. approved disposal site. The site to be used shall be submitted to and approved by the OWNER Project Manager prior to the start of construction. All required dumping permits shall be obtained prior to start of construction. General Contractor shall submit receipts from the disposal site(s) as evidence of legal disposal. The Subcontractor shall pay the cost of any charges for debris removal.
- C. The General Contractor shall bear responsibility for maintaining the building and site clean and free of debris, leaving all work in clean and proper condition satisfactory to OWNER and the Designer. The General Contractor shall ensure that each of the Subcontractors clean up during and immediately upon completion of their work. Clean up includes the following tasks:
 1. Remove all rubbish, waste, tools, equipment, appurtenances caused by and used in the execution of work.

- D. Prevent the accumulation of debris at the construction site, storage areas, parking areas, and along access roads and haul routes.
- E. Provide containers for deposit of debris and schedule periodic collection and disposal of debris.
- F. Prohibit overloading of trucks to prevent spillage on access and haul routes.
- G. The General Contractor shall be responsible for proper disposal of all construction debris leaving the site.

1.19 FIELD MEASUREMENTS

- A. Although care has been taken to ensure their accuracy, the dimensions shown for existing items and structures are not guaranteed. It is the responsibility of the General Contractor to verify these dimensions in the field before fabricating any construction component. No claims for extra payment due to incorrect dimensions will be considered by the Commonwealth.

1.20 SAFETY REGULATIONS

- A. This project is subject to compliance with Public Law 91 596 "Occupational Safety and Health Act" latest edition (OSHA 29 CFR 1926), with respect to all rules and regulations pertaining to construction, including Volume 36, numbers 75 and 105, of the Federal Register, as amended, and as published by the U.S. Department of Labor.
- B. Submit the name of the General Contractor's safety officer to the OWNER Project Manager. Submit copies of safety reports to the OWNER Project Manager monthly.
- C. All accident reports are to be transmitted to the Resident Engineer within 24 hours of occurrence.

1.21 OSHA SAFETY AND HEALTH COURSE DOCUMENTATION

- A. OSHA Safety and Health Course Documentation Records: Chapter 306 of the Massachusetts Acts of 2004 requires that everyone employed at the jobsite must complete a minimum 10-hour long course in construction safety and health approved by the U.S. Occupational Safety and Health Administration (OSHA) prior to working at the jobsite. Compliance is required of General Contractors' and Subcontractors' on-site employees at all levels whether stationed in the trailer or working in the field. Unless the Massachusetts Attorney General's office indicates otherwise, this requirement does not apply to home-office employees visiting the site or to suppliers' employees who are making deliveries.
- B. Documentation records shall be initially compiled by the General Contractor and Subcontractors as part of their certified payrolls, and the General Contractor shall create and maintain a copy of the documentation on site at all times. On-site documentation shall be filed in alphabetical order and immediately available to DCAMM's Project Manager and OSHA inspectors. Fines imposed for non-compliance shall be promptly paid by the General Contractor at no additional expense to DCAMM. Delays in the progress of the Work caused by such non-

compliance will not be acceptable as the basis for an extension of contract time or change order request.

1.22 DAMAGE RESPONSIBILITY

- A. The General Contractor shall repair, at no cost to the OWNER, any damage to building elements, site appurtenances, landscaping, utilities, etc. caused during demolition operation and work of this Contract.

1.23 OWNER FURNISHED PRODUCTS

- A. Products indicated "N.I.C." (Not in Contract), or "E. O." (Equipment by Owner), or "O.F.O.I." (Owner Furnished Owner Installed), or other similar acronyms as defined in the contract documents will be furnished and installed by the Owner. Coordination and provision of service lines for such products shall be included under these Construction Contract Documents, if indicated. Final connections from service lines to equipment will be by the Owner, unless otherwise indicated

1.24 CONSTRUCTION USE & OWNER OCCUPANCY

- A. During all phases of pre-construction, construction and close-out, the court house and its surroundings will be occupied and shall remain open to the public. Building systems shall remain operational between 8:00AM and 5:00PM Monday through Friday. Noisy, dusty or other work disruptive to Court operations shall be scheduled outside of these operational hours.
- B. Beneficial Use and Occupancy: Refer to requirements in Section 017700 - CONTRACT CLOSEOUT, Par. 1.6.
- C. Use and Occupancy: When the project is Substantially Complete (with all work affecting health, safety, and function totally completed, and with less than one percent (<1%) of the contract value remaining) and ready for Use and Occupancy as determined by the Designer, the OWNER Project Manager and the Owner , then the Owner will take control of their building area(s) and be responsible for operating costs and security.

1.25 ASBESTOS AND HAZARDOUS MATERIALS DISCOVERY

- A. If unanticipated asbestos-containing materials or other Hazardous Materials not included in Contract are discovered at any time during the course of work, the General Contractor shall cease work in the affected areas only and continue work in other areas, at the same time notify OWNER and the Designer of such discovery. Do not proceed with work in such affected areas until written instructions are received. If removal is required, payment will be made in accordance with the contract unit prices bid for each respective material. In the absence of unit prices, costs shall be negotiated or otherwise established prior to commencement of removal, in accordance with provisions of the Contract.

1.26 SPECIAL REQUIREMENTS

- A. The General Contractor shall prepare a Health and Safety Plan that addresses protection of employee and public health and safety.
- B. The General Contractor shall be solely responsible for implementing the procedures specified in the Plan.
- C. The General Contractor shall make available complete sets of personal protective equipment and clothing to OWNER for use during site observations/inspections by OWNER and the Designer. These shall be supplied and maintained at no cost to OWNER and the Designer, and shall be returned to the General Contractor upon the completion of work, except for disposable protective clothing.
 - 1. The General Contractor shall provide a repository for collection and disposal of health and safety materials. Collection and disposal of contaminated disposable supplies shall be at no additional cost.

1.27 LIST OF DRAWINGS

- A. See drawings title sheet and the following: [Verify with final title sheet drawing]
 - 1. T-1 TITLE SHEET AND LIST OF DRAWINGS
 - 2. D-1 DEMO PLANS
 - 3. A-1 BASEMENT PLAN
 - 4. A-2 SECOND FLOOR PLAN
 - 5. A-3 RAMP PLAN
 - 6. S-1 RAMP STRUCTURAL
 - 7. S-2 RAMP DETAILS
 - 8. H-1 BASEMENT HVAC
 - 9. H-2 SECOND FLR HVAC
 - 10. PD-1 PLUMBING DEMO
 - 11. P-1 PLUMBING PLANS
 - 12. ED-1 ELECTRICAL DEMO PLAN
 - 13. E-1 BASEMENT ELECTRICAL PLAN
 - 14. E-2 ELECTRICAL DETAILS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION