

SECTION 3.0
CONSTRUCTION CONDITIONS

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CONSTRUCTION CONDITIONS

1.0 Execution of the Work

- 1.1 The Trade Contractor and all subordinate subcontractors, in carrying out their work, must always employ such personnel, methods and means of operation which will in no way cause delays, interruption or interference with the work.
- 1.2 Schedules, speed of operations, methods employed, storage of material, prosecution of work, means of protection and all other matters relating to the project shall, at all times, be as approved by the Owner; and no work shall be started without its full knowledge and complete approval.
 - 1.2.1 Trade Contractor/subcontractor shall provide 24-hour written notice of its intention to work in any given area.
- 1.3 It is to be distinctly understood by all Contractors and Trade Contractors that the normal daily operations of the Owner must continue uninterrupted. It shall be fully understood that at no time during operations shall workmen be in direct contact with the employees of the Owner or Engineer.
- 1.4 All persons employed on the work, whether by the Trade Contractor or its trade subcontractors, within the site will be required to wear identification badges and comply with the Owner's regulations and requirements.

2.0 Hoisting

- 2.1 All Trade Contractors will be responsible for hoisting its equipment and materials in order to maintain job progress.

3.0 Scaffolding and Staging

Each Trade Contractor will be responsible for its own scaffolding and staging.

4.0 Storage

- 4.1 On site storage space is limited. Trade Contractor shall schedule its material delivery by area and/or floor.
- 4.2 All storage shall be subject to the Owner's approval, and materials and equipment shall be moved within 24 hours of notice by the Owner. Failure to comply will result in the Owner moving the materials and equipment on premium time at the violator's expense.

5.0 Cleaning

The Trade Contractor is responsible for all cleaning and removal of Contractor associated debris from the job site. Contractor to notify Owner of any "as required" demolition debris within 24 hours.

6.0 **Security**

6.1 The Contractor is responsible for the security of its materials and employees, and the facility and site during the entire term of the Contract.

7.0 **Shanties and Material Storage**

Trade Contractors will provide temporary structures for their employees and material storage. All such structures shall be of fireproof construction. Location of all structures shall be approved by the Owner. Although every effort will be made to minimize the need to relocate such structures, the Owner shall have the right to direct relocations as necessary, the cost of which is to be borne by the Trade Contractor.

8.0 **Out-of-Sequence Work**

Trade Contractors will perform, at no additional charge, all come-back work required by or resulting from the installation of temporary facilities, such as hoist, temporary toilets and temporary light and power, or left-out items to provide access for the installation of long lead items or items which require more space to install than the permanent construction will permit. All Trade Contractors will perform those portions of their work which are necessary for other trades to perform their work in a sequence which is beneficial to the project schedule.

9.0 **Site Access**

9.1 Access to the site will be via route designated by the Owner.

9.2 Access through the site at other points will not be allowed.

10.0 **Standby Personnel**

Each Trade Contractor/subordinate subcontractor will be responsible for cost of standby personnel which may be required as a result of its work, including overtime work.

11.0 **Temporary Power**

11.1 Any temporary power required by Trade Contractor/subordinate subcontractor outside of the above shall be arranged and paid for by Trade Contractor requiring same at no cost to the Owner. The Contractor is responsible for all matters associated with temporary power.

11.2 Power shall consist of pigtails suitable for the operation of small hand tools only. Trade Contractor shall provide its own extension cords for small tools and additional light and shall arrange and pay for electrical hookup of its construction equipment.

11.3 Power will be available for temporary shanty lighting but cost of hookup will be at the Trade Contractor's expense.

11.4 There will be no power available for temporary heat in shanties.

12.0 **Trade Parking**

Trade parking shall be the responsibility of each Trade Contractor/subordinate subcontractor for its own employees. No Trade Contractor parking will be provided by the Owner.

13.0 **Meetings and Coordination**

13.1 The Trade Contractor is responsible for the safety of its employees and keeping the work site safe and in conformance with all OSHA requirements as well as local, state, county, government, etc. requirements. Copies of the OSHA Accident Summary are to be submitted monthly with the requisition, with workmen's compensation forms of any weekly accidents for that period attached. Each Trade Contractor shall hold its own "tool box" meeting on a weekly basis and provide the Owner minutes and reports of same through submission to the Construction Manager.

13.2 Trade Contractor shall in all cases be responsible for the coordination between its work and that of other Trade Contractors and/or the Owner. Prior to installation of its work, the Trade Contractor shall, when and as directed by the Owner, provide all required information, details, layouts, transparencies and other supplementary data and have a responsible representative in attendance for coordination meetings when, where and as directed by the Construction Manager.

13.3 The Owner will hold weekly meetings to plan, coordinate and schedule the project. Attendance by a responsible representative of each Trade Contractor will be mandatory.

14.0 **Schedules**

14.1 All Trade Contractors will furnish detailed schedules for its work within two weeks of contract award. Schedules shall indicate equipment lead times, manpower requirements and cash flow. These schedules shall be updated as required by the Owner.

15.0 **Protection**

15.1 All protection will be the responsibility of the appropriate Trade Contractor. In the event Trade Contractor removes or disturbs the protection provided by the Owner, Trade Contractor shall restore and replace said protection in accordance with applicable codes at its own expense. Failure to replace and restore protection as prescribed will result in Owner performing the work at Trade Contractor's expense.

15.2 The Trade Contractor shall avoid damage, as a result of its operations, to the existing sidewalks, streets, street trees, curbs, pavements, utilities (both public and private) and buildings and other structures (except those which must be damaged or removed to accomplish the Contract's objective) and shall at its sole cost and

expense completely repair any damage therein caused by its operations.

16.0 **Permits**

Each Trade Contractor shall be responsible for securing and maintaining, for the life of the job, all permits required for the performance of its work. Copies of all permits are to be furnished to the Owner. All work shall be performed and completed within codes, regulations and ordinances of those agencies having jurisdiction.

17.0 **Accounting and Payments**

17.1 Promptly, upon award of a contract, the Trade Contractor will submit a breakdown of the contract amount (schedule of values) to the Owner for approval of form and contents.

17.2 After work is started, the Contractor will submit its bill by the tenth working day of each month. This invoice will represent only those charges for the preceding month.

Payments will be made on submission of "Requisition for Payment" forms which should detail original contract amount plus change orders. (ANY EXTRA WORK MUST BE COVERED BY A CHANGE ORDER.)

17.3 As a condition precedent to payment, all of the following documents must be completed in all respects:

- a) Fully Executed Contractor Agreement
- b) Insurance Certificates
- c) Schedule of Values
- d) Bonds (if applicable)
- e) Compliance Documentation (Contractor and subcontractors)
- f) Monthly Status Report
- g) Prevailing Wage – Certified Payroll Reports

17.4 Trade Contractor/subordinate subcontractor shall submit with the bid, time and material rates for all trades in its employ for review by the Owner.

17.5 If contract work is performed on premium time at the Owner's direction, at a time when Contractor is not behind in its work, the Owner will reimburse the Trade Contractor for the premium time costs with no markup. If overtime is performed at a time when Trade Contractor has fallen behind in its work, then, in that event, all costs and expenses of such premium time shall be borne by the Trade Contractor.

17.6 If extra work is performed on premium time, the Owner will reimburse the Trade Contractor plus markup on the straight time portion of the cost plus markup on the premium time portion. See Rider "C".

17.7 As a condition precedent for payment for reimbursable premium time or extra work, as hereinbefore defined, Trade Contractor shall submit daily time tickets to the Owner's Project Manager for his/her acceptance and approval.

17.8 As a condition precedent to Final Payment, Trade Contractor must provide Manufacturer's Certificate stating that all materials incorporated into the project are free of asbestos. Any specified products containing asbestos shall be identified for Owner's resolution.

18.0 **Engineering**

18.1 Upon award of the contract, the Trade Contractor shall submit a list of all vendor-supplied items. This list will reference appropriate specification sections and drawings. It will also indicate times for submittal of samples and/or drawings and anticipated delivery time after approval.

18.2 Changes: All estimates for changes to the work shall be numbered sequentially. The estimates shall be broken down for material and labor in sufficient detail so as to ascertain the validity of the estimate.

19.0 **Daily Field Reports**

All Trade Contractors are required to fill out a daily work report on forms furnished by the Owner. The report, which must be submitted by the close of the workday, must indicate the following:

- a) Number of work persons, broken down by trade and foremen, journeymen, apprentices and trainees.
- b) Number of minorities.
- c) Number of female employees.

20.0 **Temporary Toilets**

Temporary toilets will be provided by the Contractor for use by its employees.

21.0 **Subletting**

As a condition precedent to subletting any work, Contractor must submit with its request to sublet, an affidavit signed by the sub-subcontractor stating that it agrees to be bound by all the terms and conditions of this Agreement, including the waiver to lien, if mutually agreed to by the Owner.

22.0 **Equal Employment Opportunity, Affirmative Action and Prevailing Wage**

The Trade Contractor shall implement the EEO, Affirmative Action and Prevailing Wage requirements described in Articles 18 of the General Instructions to Bidders, which Article, by reference, is made a part of these Construction Conditions.

23.0 **Temporary Water**

If any temporary water is required by the Trade Contractor/subordinate subcontractor, the Trade Contractor/subordinate subcontractor requiring same shall arrange and pay for this service with the appropriate supplier.