

SECTION 01002
CONTROL OF WORK

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SECTION 01002

CONTROL OF WORK

PART 1 – GENERAL

1.01 SUMMARY OF WORK:

This division shall insure that the work progresses in a reasonable manner, and that the project site is maintained so as, to provide safe traffic flow for vehicles and pedestrians, and present a neat and orderly appearance.

1.02 STATUTORY REQUIREMENTS IN GENERAL

The Contractor shall keep himself fully informed of all existing and future State and Federal laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used or employed in the work, or in any way affecting the conduct of the work, and of all such orders and decrees having any jurisdiction or authority over the same and of all provisions required by law to be a part of this Contract, all of which provisions are hereby incorporated by reference and made a part thereof. If any discrepancy or inconsistency is discovered in the Drawings or Specifications or Contract for this work in relation to any such law, ordinance, regulation, order or decree, he shall report the same to the Engineer in writing.

He shall at all times himself observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the owner and Engineer and all of their officers, agents and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by himself or his employees' subcontractors.

1.03 WORKMANSHIP

Workmanship shall, at all times, be of a grade expected from skilled mechanics in each trade. Fitting of all materials shall be done to preserve the strength and durability of the materials and to present a clean, well-worked appearance. The standards of all work shall be such as to produce first-class results throughout. Where different materials abut, or where it is necessary to cut or pass through one material with another, care must be taken not to injure or deface one material in placing the other. Various trades shall, at all times, cooperate in the installation of their work to complete the whole in a satisfactory, acceptable manner.

1.04 CONSTRUCTION SAFETY RULES

The operations of the Contractor shall be governed by the construction safety rules and regulations as adopted by the Board of Construction Safety, Augusta, Maine, and in particular parts A to M.

All equipment used on the project must be maintained and operated so as to provide maximum safety for workers and the public. The Contractor will be required to have adequate exhaust silencers on all powered equipment in close proximity to residential structures.

This project is subject to all of the Safety and Health Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to make themselves familiar with the requirements of these regulations.

1.05 SANITARY

Sanitary conveniences, in sufficient numbers, for the use of all persons employed on the work, and properly screened from public observation, shall be provided and maintained at suitable locations, in accordance with State and local ordinances. When no longer required, they shall be removed from the

site and the contents shall be removed and disposed of in a satisfactory manner, as the occasion requires. The Contractor shall rigorously enforce the use of the approved sanitary facilities provided.

The Contractor shall supply sufficient drinking water to all his employees from approved sources. He shall obey and enforce other local sanitary regulations and orders, and shall take such precautions against infectious diseases as may be deemed necessary.

1.06 PLANT

The contractor shall furnish plant and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the established schedule. If at any time such plant appears to the Owner or its designate to be inefficient, in appropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character or increase the plant equipment, and the Contractor shall conform to such orders. Failure of the Owner to give such orders shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

1.07 ENVIRONMENTAL REQUIREMENTS

The Contractor shall include in the appropriate contract bid items his costs for compliance with State and local environmental protection requirements including, but not limited to, the following:

Control of dust from excavations and spillage of materials on highways and dust from rock drilling operations.

Compliance with local ordinances on burning.

Control of erosion and washing of materials from excavated slopes and embankments.

Prevention of stream turbidity from dewatering and general earthwork operation.

In general, construction of necessary temporary erosion and sedimentation control devices will be in conformance with the best management practices adopted by the State of Maine Department of Environmental Protection or subsequent revisions thereto.

The Contractor shall not dispose of any excess materials on lands designated or classified as wetlands by the multi-parameter method of Federal Wetlands Identification. The Contractor is advised to contact related agencies prior to selecting any or all sites for disposal of excess materials. **(SPECIFICATION WRITER TO EDIT THIS PARAGRAPH BELOW)**

The project is subject to the Terms and Conditions of Federal 404 permits from the U.S. Department of the Army, the Maine Department of Environmental Protection, and the City of Saco. Copies of these permits are provided in Division 2 of this contract. The Contractor's responsibility for compliance with the permit conditions is also specified in Division 2.

1.08 OPEN EXCAVATIONS

This project is subject to all of the safety and health regulations (Sect. 29 CFR 1518 as amended), Occupational Safety and Health Act (OSHA) as promulgated by the U.S. Department of Labor, April 1971. The Contractor is directly responsible for adhering to all requirements of this act. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating pedestrian travel. Bridges provided for access to private property during construction shall be removed when no longer required. The length of open excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Engineer. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Engineer may require special construction procedures such as limiting the length of open excavation, prohibiting stacking excavated material in the street, and requiring that the excavation shall not remain open overnight

The Contractor shall take precautions to prevent injury to the public due to open excavations. All excavations, excavated material, equipment, or other obstacles which could be dangerous to the public shall be well lighted at night. Open excavations overnight shall not be allowed on heavily traveled streets or when ordered by the Engineer.

1.09 MAINTENANCE OF TRAFFIC

The Contractor shall be responsible for scheduling his work in such a manner that it shall be carried on to provide safe passage at all times for public traffic and with a minimum of obstruction to traffic. The Contractor shall perform his work so as to maintain at least one lane available for the use of traffic and emergency vehicles at all times. All project areas shall have two-way traffic provided at the end of the workday and on weekends and holidays. Access to all driveways must be provided at the close of each workday. As the work progresses, the Contractor shall maintain the street to its original width, by removing stockpiles of earth, maintaining trenches at street grade, and providing adequate drainage.

Detours around construction shall be subject to the approval of the Director of Public Works and the Police Department. Where detours are permitted, the Contractor shall supply his own barricades and signs as required.

The Contractor shall be required to have two flagmen for traffic control on heavily traveled streets, uniformed officers at major intersections, and suitable traffic control at other locations as deemed necessary by the Engineer.

The City and the Fire Department will be kept continually aware of the status of any street closings during the term of construction. Safe pedestrian access to all buildings may be maintained at all times. The Contractor shall provide and pay for all traffic officers as necessary to assure traffic passage and safety. All traffic controls shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways published by the U.S. Department of Commerce. The cost of all traffic controls, officers, etc., shall be incidental to the work and no separate payment will be made.

The Saco Police Department shall be notified by the Contractor prior to any work being done in any street or public right-of-way.

1.10 CARE AND PROTECTION OF PROPERTY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions an progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either or them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. The will give the Engineer prompt written notice of any

significant changes in the work or deviations from the Contract Documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

The Contractor shall ascertain the true location of all underground structures of any kind whatsoever and shall be completely responsible for same regardless of their indication on Plans or Specifications. He shall make such arrangements as may be required to protect, adjust, or replace same with the appropriate authority.

The Contractor shall, at this own expense, provide for the flow of sewers, drains, and natural drainage interrupted by his work, and immediately cart away and remove all offensive material. Disposal of materials shall comply with all federal, state, and local regulators.

The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, including poles, signs, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawing. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the Contractor's operations shall be repaired by him at his expense.

The Contractor shall restore all ground surfaces outside the limits of construction and damage or disturbed by his operations, to their original condition.

Branches, limbs, and roots shall not be cut except by permission of the City Tree Warden or designee. All cutting shall be smoothly and neatly done without splitting or crushing. In case of cutting or unavoidable damage to branches, limbs, and trunks of trees, the cut or damage portions shall be neatly trimmed and covered with any application of grafting wash or tree healing paint, as directed.

Cultivated hedges, shrubs, and plants which might be damaged by the Contractor's operations shall be protected by suitable means, or shall be dug up and temporarily replanted and cared for. After the construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established. If cultivated hedges, shrubs and plants are injured to such a degree as to affect their growth or diminish their usefulness, they shall be replaced by items of kind and quality at least equal to that existing at the commencement of work.

The Contractor shall preserve all property pins and monuments which are located outside the work area. If property pins or monuments are encountered in the work area where side slopes extend to or beyond the right-of-way line, the Contractor shall halt work in the immediate area long enough for the Engineer to take such data as necessary to re-establish the location of the pin or monument. The Engineer will reset such pin or monument after completion of the work at no expense to the Contractor. If, however, pins or monuments outside the work area become damaged or lost, the restoration or replacement of such items shall be the Contractor's responsibility and shall be restored or replaced using a licensed surveyor.

On paved surfaces the Contractor shall not use or operate tractors, bulldozers, or equipment that will cut otherwise damage such surfaces.

All surfaces which have been damaged by the Contractor's operations shall be restored to the condition at least equal to that in which they were found immediately prior to the beginning of operations. Suitable materials and methods shall be used for such restoration.

1.11 DISPOSAL OF WATER

The Contractor shall not be allowed to dispose of any water-encountered construction through the use of existing or new sanitary sewer.

1.12 REMOVAL OF SURPLUS EXCAVATION

As the work progresses, all surplus excavation, rubbish, refuse and all unused material, tools and equipment shall be removed at once so as to confine the new work to as short a length as is

practicable. All surplus material shall be removed by the Contractor at his own expense unless otherwise directed.

When this clearing of surplus excavation, rubbish, repairing of street surfaces, fences or other damage is neglected, the Director will give notice, in writing, to that effect to the Contractor; and, if said material is not removed, or if said repairing is not done within forty-eight (48) hours thereafter, or if the Contractor does not at once take the necessary precautions to insure the safety of travel, the Director may employ other parties to do such work, and the expense thus incurred will be deducted from any monies due or that may become due the Contractor. Upon the completion of the work, the Contractor shall tear down and remove all structures built by him and shall remove all rubbish of all kinds from any street or ground which he has occupied and shall leave the line of work in a neat and clean condition.

1.13 MATERIALS SUPPLIED BY THE OWNER

The Contractor shall, at his own expense, convey all materials supplied by the Owner from the points where they are delivered by the Owner and shall, at his own expense, store the same in the vicinity of the work and also, at his own expense, do all hauling and conveying to other portions of the work all surplus materials. He shall furnish without special charge therefore, such labor and equipment as is needed to unload materials; and then the work is done in traveled ways, shall cause said materials to be neatly and securely piled so that they shall be of as little inconvenience as possible to public travel and to the occupants of adjoining property. Upon the completion of the work, the Contractor shall, at his own expense, neatly pile at some point accessible to the Owner's trucks, all unused materials, supplies, tools or property furnished by the Owner for use on the work.

The Contractor shall be responsible for all loss or damage done to materials furnished by the Owner from the time of delivery until the final acceptance of the completed work. All such materials lost, injured, spoiled, or, in the opinion of the Engineer, rendered unfit for use through the negligence or carelessness of the Contractor, his agents or employees, shall be replaced or made good in their full value to the City by the Contractor.

1.14 BLASTING PRECAUTIONS

Blasting, if required, shall be performed only after approval has been given by the Owner for such operation.

All blasting shall be performed in accordance with all pertinent provisions of regulations adopted by the State of Maine. Blasting through the over burden will not be allowed.

The Contractor shall conduct a Pre-Blast Survey of all structures within the Blasting Area and provide the Engineer a written report of the Pre-Blast Survey.

The Contractor shall provide the Engineer with a Blasting Log for the work. The Blasting Log shall contain the following information:

- (1) Location
- (2) Time and date
- (3) Number of holes
- (4) Amount and type of explosives used per hole
- (5) The names of persons, companies, corporations, or public utilities contacted, owning, leasing, or occupying property or structures in proximity to the site of the work of the Contractor's intention to use explosives.

Drilling equipment will be equipped with suitable dust control apparatus which must be kept in repair and used during all drilling operations.

When rock is to be removed by blasting, all blasts shall be suitably covered with mats, brush and heavy timbers or logs chained together and every precaution taken for the protection of the work, traffic, adjacent buildings and other property. No blasting shall be done by any person or persons other than there approved for that purpose, nor shall any blasting be done without taking out a permit for the same stating the location where the blasting be done.

All explosives shall be stored in accordance with the laws and ordinances relating thereto and in accordance with and to the satisfaction of the Chief of the Fire Department. All explosives shall be brought upon the work only as needed and in small quantities. Exploders shall be kept entirely separate from explosives. The precautions against accident by blasting or premature explosions shall be entirely satisfactory to the Director. No blasting or rock will be permitted within twenty (20) feet of the finished work already done, except as permitted by the Engineer. Blasts shall be made only between such hours as are approved by the Director. All State and City regulations relating to blasting and explosives shall be fully complied with.

1.15 DAMAGE BY BLASTING

The Contractor shall be liable for all damage to persons or property caused by blasting or explosions, or arising from neglect to property guard and protect the excavations and all portions of the work; and he shall wholly indemnify the City against claims on such account.

1.16 PRIVATE LAND

Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract documents, unless otherwise mutually agreed.

The Owner shall provide the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

The Contractor shall not, except after consent from the proper parties, enter or occupy with men, tools or materials, any land outside the limits of the streets or location in which the work is to be done. The Contractor shall, whenever so required by the Director, erect and maintain fences along the roadways and around the grounds occupied by him of such character as will be sufficient for the protection of the adjoining property. The Contractor shall have access to the project only at such points as the obtained easements meet streets accepted by the City of Saco and at such other points that the City of Saco may authorize. If other points of access are desired by the Contractor the necessary permission from the property owners shall be obtained by the Contractor.

1.17 TEMPORARY BRIDGES OR CROSSINGS AND PRECAUTIONS

Whenever it is necessary to cross roads, paths, drives, walks or railroads, unless otherwise herein specified, the Contractor shall, at his own expense, provide suitable and safe bridges or other sufficient crossings for the accommodation of the public; and shall maintain the same in good and safe condition until the original condition can be restored, when he shall remove all bridges and other temporary expedients, and restore such roads, etc., to a condition satisfactory to the Director. The Contractor shall give reasonable notice to the owners of utilities, railroads and private ways before interfering with them, and in the case of railroads, shall not enter upon their location nor make any excavation therein until he has notified said railroad of his intentions to enter upon and to cross said railroad location and the proper representative of the railroad, unless ordered otherwise by the Director. He shall provide watchmen, lights and fences at his own expense, and take such other precautions as may be necessary to protect life and property; and shall be liable for all damage occasioned in any way by his act or neglect, or that of his agents, employees or workmen. When any street or way is closed to travel, suitable signs shall be furnished, placed and maintained by the Contractor at such points as shall be designed by the Director.

When the existing access to property is cut off by the Contractor, he shall provide proper means of access to said property and, if the work is being done in a street, alley or place that has to be closed to vehicle travel, the Contractor shall arrange for the removal of the ashes, offal, etc., and shall furnish labor for carrying coal, supplies, etc., to points of destination, wherever required, at his own expense, during the time said street is closed to travel.

1.18 WORK TO BE DONE

The Contractor is to make the requisite excavations for the work and appertaining structures; to cut and remove all necessary brush, trees, stumps, etc., to do all ditching, diking, pumping, balling and draining, and laying of underdrain if required; to dispose of all water from any source, including diversion of brooks; to do all sheeting, shoring, bracing and supporting and all fencing; to do all lighting and watching: to make all provisions necessary to maintain and to protect buildings, fences, pipes, sewers, culverts, conduits, railways, and other structures, and repair all damage done to such structure to provide bridges, fences, and other means of maintaining travel on accepted streets or roads and on streets, roads, paths, or right-of-ways in which the trenches are excavated, wherever the Director or Engineer may direct; to construct all foundations, all brick, concrete, stone and timber work to set in place all ironwork; to build all roadways, refill and resurface all trenches; to clear away all rubbish and all surplus material required; and to furnish all the materials, all tools, implement and labor required to build and put in complete working order the work herein specified.

1.19 CLEANING UP

The Contractor shall keep the work area free from accumulations of waste material or rubbish. Upon completion of the work, the work area all other areas used by the Contractor shall be cleared of all temporary structures, waste material or rubbish of any kind.

1.20 OCCUPANCY

The Owner also reserves the right to occupy certain finished portions of the work before final acceptance. If such right is exercised, the Owner will assume all responsibility for his damage to the structure, but assumption of such responsibility by the Owner in no way relieves the Contractor of his obligation as defined under Section 29 – Guarantee of the General Conditions.

---END OF SECTION 01002---