NEW BEDFORD HIGH SCHOOL
SWIMMING POOL LOCKER
ROOMS RENOVATIONS
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740

PROJECT MANUAL

BID SET
JUNE 5, 2019

ARCHITECT
MOUNT VERNON GROUP ARCHITECTS, INC.
47 N. Second Street
New Bedford, MA 04720
(508) 991-7500

ELECTRICAL ENGINEER
SHEPHERED ENGINEERING, INC.
1308 Grafton Street
Worcester, MA 01604
(508) 757-7793

PLUMBING AND MECHANICAL ENGINEER
CROSSFIELD ENGINEERING, INC.
921 Salem St.
Groveland, MA 01834
(978) 372-8880
**SECTION 00 00 01**

**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>SPECIFICATION SECTION</th>
<th>DIVISION 00 - CONTRACTS AND CONDITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 00 01 - Table of Contents</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td>00 00 02 - List of Drawings</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td>00 00 20 - City of New Bedford Front End Documents</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td>Instructions to Bidders for Affirmative Action Issues</td>
<td></td>
</tr>
<tr>
<td>Payment Bond</td>
<td></td>
</tr>
<tr>
<td>Performance Bond</td>
<td></td>
</tr>
<tr>
<td>00 09 00 - Labor Standards of the Commonwealth</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td>Commonwealth of Massachusetts Prevailing Wage Rates</td>
<td>May 30, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVISION 01 - GENERAL REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 00 00 - General Requirements</td>
</tr>
<tr>
<td>01 26 00 - Contract Modification Procedures</td>
</tr>
<tr>
<td>01 31 00 - Project Management and Coordination</td>
</tr>
<tr>
<td>01 33 00 - Submittal Procedures</td>
</tr>
<tr>
<td>01 40 00 - Quality Requirements</td>
</tr>
<tr>
<td>01 50 00 - Temporary Facilities and Controls</td>
</tr>
<tr>
<td>01 51 00 - Cutting and Patching</td>
</tr>
<tr>
<td>01 51 11 - Progress Schedule</td>
</tr>
<tr>
<td>01 60 00 - Product Requirements</td>
</tr>
<tr>
<td>01 71 00 - Cleaning</td>
</tr>
<tr>
<td>01 77 00 - Contract Closeout Procedures</td>
</tr>
<tr>
<td>01 78 39 - Project Record Documents</td>
</tr>
<tr>
<td>01 91 15 - General Testing Requirements</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVISION 02 - EXISTING CONDITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>02 41 13 – Selective Demolition</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVISION 03 - CONCRETE</th>
</tr>
</thead>
<tbody>
<tr>
<td>03 30 00 – Cast-In-Place Concrete</td>
</tr>
<tr>
<td>03 31 00 - Concrete Formwork</td>
</tr>
<tr>
<td>03 31 13 - Concrete Reinforcing</td>
</tr>
<tr>
<td>03 54 13 – Cementitious Underlayment</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVISION 04 - MASONRY</th>
</tr>
</thead>
<tbody>
<tr>
<td>* 04 01 20.91 – Concrete Masonry Unit (CMU) Wall Restoration</td>
</tr>
<tr>
<td>* 04 20 00 – Unit Masonry</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVISION 05 – METALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>05 50 00 – Metal Fabrications</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVISION 06 - WOOD AND PLASTICS</th>
</tr>
</thead>
<tbody>
<tr>
<td>06 10 00 - Rough Carpentry</td>
</tr>
</tbody>
</table>

* Indicates Filed Sub-Bids

Table of Contents
00 00 01 - 1
## Specification Section

<table>
<thead>
<tr>
<th>Division</th>
<th>Subdivision</th>
<th>Document Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DIVISION 07 - THERMAL AND MOISTURE PROTECTION</strong></td>
<td>07 84 13 – Penetration Firestopping</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td></td>
<td>07 92 00 – Joint Sealants</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td><strong>DIVISION 08 - DOORS AND WINDOWS</strong></td>
<td>08 11 13 – Hollow Metal Doors and Frames</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td></td>
<td>08 14 16 – Flush Wood Doors</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td></td>
<td>08 71 00 – Door Hardware</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td></td>
<td>Door Hardware Index</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td><strong>DIVISION 09 - FINISHES</strong></td>
<td>09 51 13 – Acoustical Panel Ceiling</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td></td>
<td>* 09 91 13 – Painting</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td><strong>DIVISION 10 - SPECIALTIES</strong></td>
<td>10 14 00 – Signage</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td></td>
<td>Appendix A – Interior Room Signage Schedule</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td></td>
<td>10 21 19 – Dressing Compartments</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td></td>
<td>10 28 00 – Toilet and Bath Accessories</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td></td>
<td>10 51 13 – Metal Lockers</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td><strong>DIVISION 11 - EQUIPMENT</strong></td>
<td>NO WORK IN THIS DIVISION</td>
<td></td>
</tr>
<tr>
<td><strong>DIVISION 12 - FURNISHINGS</strong></td>
<td>NO WORK IN THIS DIVISION</td>
<td></td>
</tr>
<tr>
<td><strong>DIVISION 13 - SPECIAL CONSTRUCTION</strong></td>
<td>NO WORK IN THIS DIVISION</td>
<td></td>
</tr>
<tr>
<td><strong>DIVISION 14 - CONVEYING EQUIPMENT</strong></td>
<td>NO WORK IN THIS DIVISION</td>
<td></td>
</tr>
<tr>
<td><strong>DIVISION 21 – FIRE SupPRESSION</strong></td>
<td>NO WORK IN THIS DIVISION</td>
<td></td>
</tr>
<tr>
<td><strong>DIVISION 22 – PLUMBING</strong></td>
<td>* 22 00 00 – Plumbing</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td><strong>DIVISION 23 – HEATING VENTING AND AIR CONDITIONING</strong></td>
<td>23 00 00 – Mechanical</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td><strong>DIVISION 26 – ELECTRICAL</strong></td>
<td>* 26 00 00 – Electrical</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td><strong>DIVISION 27 – COMMUNICATIONS</strong></td>
<td>NO WORK IN THIS DIVISION</td>
<td></td>
</tr>
<tr>
<td><strong>DIVISION 28 – ELECTRONIC SAFETY AND SECURITY</strong></td>
<td>NO WORK IN THIS DIVISION</td>
<td></td>
</tr>
</tbody>
</table>

* Indicates Filed Sub-Bids
NEW BEDFORD HIGH SCHOOL
SWIMMING POOL LOCKER ROOM RENOVATIONS
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740
Mount Vernon Group Architects, Inc., Project No. 02014.69

SPECIFICATION SECTION

DIVISION 31 - EARTHWORK
NO WORK IN THIS DIVISION

DIVISION 32 - EXTERIOR IMPROVEMENTS
NO WORK IN THIS DIVISION

DIVISION 33 - UTILITIES
NO WORK IN THIS DIVISION

END OF SECTION
SECTION 00 00 02

LIST OF DRAWINGS

ARCHITECTURAL
A00.01 COVER SHEET
EX1.01 EXISTING CONDITIONS FLOOR PLANS, REFLECTED CEILING PLAN & EXISTING CONDITIONS PHOTOS
D1.01 DEMOLITION FLOOR PLAN, REFLECTED CEILING PLAN & NOTES
A1.01 PROPOSED FLOOR PLAN, REFLECTED CEILING PLAN, NEW WORK NOTES, ROOM SCHEDULE, CEILING NOTES & SYMBOL LEGEND & INT. PARTITION TYPES
A2.01 ENLARGED PARTIAL FLOOR PLANS & INTERIOR ELEVATIONS, SECTIONS & DETAILS
A2.02 ENLARGED PARTIAL FLOOR PLANS & INTERIOR ELEVATIONS, WINDOW & DOOR SCHEDULE & DETAILS

PLUMBING
P1-D PLUMBING DEMOLITION
P2 PLUMBING NEW-CRAWL & FIRST FLOOR PLAN
P3 PLUMBING LEGEND, NOTES, AND SCHEDULES

MECHANICAL
M.1 MECHANICAL DEMOLITION PLAN & RENOVATION PLAN

ELECTRICAL
ED.1 DEMO FLOOR PLAN ELECTRICAL
E1.1 FLOOR PLANS LIGHTING & POWER
E2.1 LEGEND, SCHEDULES & DETAILS
FA.1 FLOOR PLAN FIRE ALARM

END OF SECTION
INVITATION FOR BID
CITY OF NEW BEDFORD
DEPT OF PUBLIC SCHOOLS
New Bedford High School
POOL LOCKER ROOMS RENOVATIONS
New Bedford, Massachusetts

IFB # 19300052
RE-BID GENERAL CONTRACTOR

June 5, 2019

Jonathan F. Mitchell
Mayor

New Bedford Public Schools
455 County Street
New Bedford, MA 02740
CITY OF NEW BEDFORD
INVITATION FOR BIDS
ADVERTISEMENT
BID NUMBER 19300052
RE-BID GENERAL CONTRACTOR

The City of New Bedford, Massachusetts, School Department in conjunction with the Purchasing Department (Awarding Authority) invites sealed bids for the New Bedford High School Pool Locker Rooms Renovations, in accordance with the drawings and specifications prepared by Mount Vernon Group Architects, Inc.

The work of this contract is predominately General Contractor. A DCAMM Certified General Contractor is to be this project’s General Contractor. Contract Documents, including Drawings, Bidding Requirements, General Conditions, Specifications, and Addenda may be seen or examined and are available to download at www.newbedford-ma.gov/purchasing or via email Jorge Figueiredo at jfigueiredo@mvgarchitects.com during normal business hours, on Wednesday, May 1, 2019.

Sealed RE-Bids for the General Contract will be received by the New Bedford Purchasing Department, 133 William Street, New Bedford, Massachusetts, 02740 until time, on Wednesday, June 19, 2019 at 11:00 am at which time all bids will be publicly opened and read aloud. Included with General Bid shall be an Update Statement, DCAMM Certification and 5% bid deposit.

Sealed Bids for the following Filed Sub-Trades: HAVE ALREADY BEEN RECEIVED Masonry, Plumbing, Electrical and Painting.

A Pre-Conference/Site Inspection will be conducted for the benefit of all potential bidders on Friday, June 14, 2019 at 11:00 am. Questions regarding the site inspection and Bid Documents may be forwarded to the Architect, Jorge Figueiredo at jfigueiredo@mvgarchitects.com.

TERMINATION FOR NON-APPROPRIATION OF FUNDS Notwithstanding any other provision of this Contract, the City shall not be obligated for the Contractor’s performance hereunder or by any provision of this Contract until the City appropriates funds for this Contract in the City’s Budget. In the event that funds are not appropriated for this Contract, then this Contract shall terminate. The City shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible.

The attention of Bidders is called to Massachusetts General Laws Chapter 149 sections 44A through 44H inclusive, qualification will be by the Division of Capital Asset Management and Maintenance (DCAMM). Furthermore, all bidders must submit a Certificate of Eligibility and Update Statement along with their bid. Any bid submitted without the appropriate certificate shall be invalid. Procedures respecting bids and the selection of contractors shall be in conformance with the provisions of M.G.L. Chapter 149, Sections 44A-44H inclusive.

Attention is directed to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under the provisions of M.G.L. Chapter 149, Sections 26 and 27D inclusive. The successful general contractor and all sub-bidders will be required to submit a certified payroll and a statement of compliance on a weekly basis for review by the party designated by the Awarding Authority.

The Awarding Authority reserves the right to waive any and/or all informalities in the bidding. The Awarding Authority also reserves the right to reject any or all bids, or to accept any other than the lowest bidder should it be deemed to be in the best interest of the City of New Bedford, Massachusetts, to do so.

Awarding Authority
City of New Bedford
Susan Bruce, Director of Purchasing
INVITATION FOR BID
RE-BID GENERAL CONTRACTORS

The City of New Bedford, the Awarding Authority, invites sealed bids for the New Bedford High School Pool Locker Rooms Renovations, IFB #19300052, in accordance with Drawings and Specifications prepared by Mount Vernon Group Architects, Inc. Bidding procedures shall be in accordance with all applicable portions of Massachusetts General Laws, Chapter 149 – Sections 44A to 44J, inclusive, Section 26 to 29 inclusive, and Chapter 30, Section 39F to 39M inclusive, and 39R of the General Laws of the Commonwealth of Massachusetts, as amended to date.

Project Value is estimated to be $660,000.00

TERMINATION FOR NON-APPROPRIATION OF FUNDS Notwithstanding any other provision of this Contract, the City shall not be obligated for the Contractor’s performance hereunder or by any provision of this Contract until the City appropriates funds for this Contract in the City’s Budget. In the event that funds are not appropriated for this Contract, then this Contract shall terminate. The City shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible.

The Work of this Contract is scheduled to be substantially completed no later than Friday, August 30, 2019, following receipt of the Owner’s Notice to Proceed.

The Work of this Project shall request Minority/Women Owned Business participation pursuant to Chapter 193 of the Acts of 2004, and MGL Chapter 23A, Section 44 and MGL Chapter 7, Section 40N, as amended, and established as a policy by the City of New Bedford.

Sealed RE-Bids for the General Contract will be received by the New Bedford Purchasing Department, 133 William Street, New Bedford, Massachusetts, 02740 until 11:00 am, on Wednesday, June 19, 2019 at which time all bids will be publicly opened and read aloud. Included with General Bid shall be an Update Statement, DCAMM Certification and 5% bid deposit.

Sealed Bids for the following sub-trades: HAVE ALREADY BEEN RECEIVED Masonry, Plumbing, Electrical and Painting will be received by the New Bedford Purchasing Department, 133 William Street, New Bedford, Massachusetts, 02740 until 11:00 am, on Thursday, May 16, 2019 at which time all bids will be publicly opened and read aloud. Included with Sub-bids shall be an Update Statement, DCAMM Certification and 5% bid deposit.

General Bids must be submitted on the Form for General Bid included herein. The General Bids shall be completely filled in, signed, enclosed in an envelope, sealed and plainly marked with the project name. The General Bids shall be filed with the Owner at the location designated above accompanied by a bid deposit in the form of a bid bond or cash or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company payable to the City of New Bedford in the amount of 5% of the bid.

The rate per hour of the wages to be paid to mechanics, teamsters, chauffeurs and laborers in the Work to be performed shall not be less than the rate of wages determined for this Work by the Commissioner of Labor and Industries of the Commonwealth of Massachusetts under the provisions of General Laws, Chapter 149, Section 28, as amended, a schedule of which appears in the Specifications.

A Performance Bond and also a Labor and Materials Payment Bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts, satisfactory to the Owner, and each in the sum of 100% of the Contract Price will be required of the successful general bidder.
The successful bidder will be required to provide insurance for the payment of compensation and the furnishing of other benefits under the Workmen's Compensation Law, General Laws, Chapter 152, to all persons to be employed under the Contract, and sufficient proof of compliance with the forgoing stipulation will be required before commencing performance of this Contract.

All bids shall remain in effect for thirty (30) days, Saturdays, Sundays and legal holidays excluded, after the opening of General Bids.

Pre-Bid Conference/Site Inspection: Friday, June 14, 2019 at 11:00 am at 230 Hathaway Blvd., New Bedford, MA.

The Owner reserves the right to waive any informalities and to reject any or all general bids if it be in the public interest to do so.

END OF INVITATION TO BID
INSTRUCTIONS TO BIDDERS

A. **FOREWORD**: The attention of all bidders is called to all applicable provisions of Massachusetts General Laws, Chapter 149 – Sections 44A to 44J, inclusive, Section 26 to 29 inclusive, and Chapter 30, Section 39F to 39M inclusive, and 39R of the General Laws of the Commonwealth of Massachusetts, as amended to date.

B. **GENERAL**: The Awarding Authority invites proposals for the Work described in the Contract Documents attached hereto. Before submitting his/her proposal each bidder shall visit the site, examine its conditions, thoroughly acquaint himself/herself with its obstacles and advantages for performing the Work, and compare the Contract Documents with the conditions found. All proposals submitted shall be subject to all applicable provisions of law, including, without limiting the generality of the foregoing, Chapter 30, Section 39F to 39M inclusive, and 39R, and Chapter 193 of the Acts of 2004, as amended to date.

C. **QUESTIONS**: All questions as to the interpretation of the Contract Documents shall be submitted in writing and emailed to: Jorge Figueiredo, Architect, at jfigueiredo@mvgarchitects.com and answers to such questions will be sent in the form of an Addendum, to every individual or firm on record as having taken a set of Contract Documents. No questions will be answered unless received at least seven days, Saturdays, Sundays and legal holidays excluded prior to the expiration of the time set for filing sub-bids.

D. **BID FORMS**: The Awarding Authority will furnish to every person applying therefore a Form for General Bid and a Form for Sub-Bid.

E. **CONTRACT DOCUMENTS**: The Awarding Authority will, upon deposit of the amount per set as designated in the Invitation to Bid for the return of same in good condition, furnish one (1) complete set of Contract Documents to each Bidder requesting same. No partial sets of Contract Documents will be issued.

F. **REJECTION OF CERTAIN GENERAL BIDS REQUIRED BY LAW**: The law requires that every general bid, and every sub-bid, which is not accompanied by the prescribed bid deposit or which is not on a form furnished by the Architect or Awarding Authority or otherwise does not conform with Chapter 30, Section 39F to 39M inclusive, and 39R, and Chapter 193 of the Acts of 2004, as amended to date, or which is on a form not completely filled in or which is incomplete, conditional, or obscure, or which contains any addition not called for, shall be rejected by the Awarding Authority.

G. **FURTHER RIGHT TO REJECT GENERAL BIDS**: The Awarding Authority further reserves the right to reject any or all general bids if it be in the public interest so to do and to reject any sub-bid on any sub-trade if it determines that such sub-bid does not represent the sub-bid of a person competent to perform the Work as specified or that less than three such sub-bids were received and that the prices are not reasonable for acceptance without further competition.

H. **GENERAL BIDS**: General Bids must be submitted on the FORM FOR GENERAL BID, a sample of which is bound into the Contract Documents and may be removed and used for additional copies. The General Bid shall be completely filled in, signed, enclosed in an envelope, sealed and plainly marked with the Project Name. The bid accompanied by a bid deposit in the amount of five percent (5%) of the bid price shall be filed with the Awarding Authority at the place designated in the Invitation to Bid. The bid shall be filed before the time designated in the Invitation to Bid for the opening of General Bids.

I. General Bids shall be for the complete Work as specified, with no Work to be performed by sub-bidders; and the General Contractor shall be selected on the basis of such General Bids.

2. If the bid is mailed, the General Bidders shall enclose their sealed bid in an outer envelope and address as follows:

   TO: City of New Bedford
   Purchasing Department
   133 William Street
   New Bedford, MA 02740

3. No telegraphic or facsimile transmission of bid or telegraphic or facsimile transmission modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
I. **REQUIREMENTS FOR FOREIGN CORPORATIONS**: The attention of all bidders is called to the provisions of General Laws Chapter 30, Section 39L, which provides that the Awarding Authority may not enter into a contract for construction work and may not approve as a sub-contractor furnishing labor and materials for a part of any such work a foreign corporation which has not complied with the requirements of Chapter 156d Section 151 of the General Laws. The term "foreign corporation" means a corporation not incorporated under the laws of the Commonwealth of Massachusetts.

J. **SALES TAX**: Purchases of building materials and supplies to be used on this project are entitled to exemption from the Sales and Use Tax if the conditions imposed by Paragraph 6 (f) of Section I of Chapter 14 of the Acts of 1966 are otherwise satisfied. Bidders are instructed to submit proposals on the basis that no Massachusetts Sales and Use Tax will be imposed on purchases of building materials and supplies used in connection with this Project.

K. **CONSTRUCTION TIME**: The Agreement will include a stipulation that the Work be substantially completed no later than August 30, 2019 following receipt of the Owner’s Notice to Proceed. If the Contractor fails to meet the construction deadline, the Contractor is responsible for all Owner and Architect costs associated with the deadline not being met. The Architect is to perform two on-site punch lists. If additional punch lists are needed, the Contractor shall be responsible for all Owner and Architect costs associated with the additional punch list visits.

L. **WITHDRAWAL OF BIDS**: A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of thirty calendar days after the date set for the opening thereof, and bids shall be subject to acceptance by the Owner during this period. Failure to submit a completed copy of the required Statement of Bidder Qualifications shall be cause for rejection of a General Bid by the Owner.

M. **EXECUTION OF AGREEMENT**: The form of Agreement which the successful bidder will be required to execute is included in the Project Manual. The bidder to whom the Contract is awarded shall, within fifteen calendar days after notice of award and receipt of Agreement forms from the Owner, sign and deliver required copies to the Owner. At or prior to delivery of the signed Agreement, the bidder to whom the Contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents and such Labor and Materials Payment Bonds and Performance Bond as are required by the Owner. Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the Work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

N. **METHOD OF AWARD**: The contract will be awarded to the lowest responsible and eligible general bidder on the basis of the proposed contract price if such exists, and if the Awarding Authority, in its sole discretion, decides to award on the basis of such alternate. Special attention is called to the provisions of the General Laws, Chapter 149, Sections 44A to 44H defining the term "lowest responsible and eligible bidder" and giving the Awarding Authority the right to require essential information in regard to qualifications.

O. **TAX CERTIFICATION**: The successful Bidder will be required to submit a tax certificate as required by chapter 62C, Section 49A of the Massachusetts General Laws, as follows:

**CERTIFICATE UNDER M.G.L. c.62C, S49A**

I certify under the pains and penalties of perjury that ________________________________

has/have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

____________________________________

Employer Identification Number

____________________________________

Name

____________________________________

Date

____________________________________

Title of Business Officer (if Applicable)
STATEMENT OF BIDDER’S QUALIFICATIONS

This Statement shall be completed and a copy attached to the Form For General Bid. All questions must be answered. Additional sheets required for answers shall be included with Statement.

1. Name of Company___________________________________________________________________

   Address___________________________________________________________________________

   Tel. No._____________________FAX No.____________________Email ______________________

2. Type Company: ___Partnership ___Corporation___ Other_______Date Formed:_____________

3. List the like projects your company has performed , giving the information indicated below:

   Name/Address of Owner   Scope of Work   Contract Amount   Completion Date

   _____________________________________________________________________________

   _____________________________________________________________________________

   _____________________________________________________________________________

4. Identify the subcontractors for this proposed project:

   Name/Address of Subcontractor   Scope of Work

   _____________________________________________________________________________

   _____________________________________________________________________________

   _____________________________________________________________________________

5. Has your present company ever failed to complete any work awarded to it and if so state where, when and why:

   _____________________________________________________________________________

   _____________________________________________________________________________

   _____________________________________________________________________________

   _____________________________________________________________________________

1. Address of bank which has information that would enable them with your approval to advise regarding the financial stability of your company:

   _____________________________________________________________________________

   _____________________________________________________________________________

   _____________________________________________________________________________

Signed____________________________________Print Name:___________________________________

Officer____________________________________Date:________________________________________

END OF SECTION
FORM FOR GENERAL BID

FROM:

____________________

____________________

____________________

TO: City of New Bedford
Purchasing Department
133 William Street
Room 208
New Bedford, MA 02740-5194

A The undersigned proposes to furnish all labor and materials required for implementation of

____________________________________,
in accordance with the accompanying Plans and Specifications prepared by
_____________________________ for the

Contract Price specified below, subject to additions and deductions in accordance with terms of the Specifications,

B This bid includes addenda numbered ___,____,____,____,____,____,____,____,____,____,___,

C The Proposed Contract Price is

(Dollars ($_________)

D The subdivision of the proposed Contract Price is as follows:

Item 1: The work of the General Contractor, being all work other than that covered by Item 2,

_________________________________________________________ Dollars ($_________)

Item 2: Filed Sub-Bids as follows:

<table>
<thead>
<tr>
<th>SUB-TRADE</th>
<th>NAME OF SUB-BIDDER</th>
<th>AMOUNT</th>
<th>BOND REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
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E. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated hereunder.

F. The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than surety company, the surety companies shall be jointly and severally liable.

G. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

Date:______________________________________________

Name of General Bidder:____________________________________

By ________________________________
(Name of Person Signing Bid and Title)

___________________________________
(Business Address)

____________________________________
(City and State)

END OF GENERAL BID FORM
INSERT SPECIFICATIONS/DRAWINGS HERE
INSERT PREVAILING WAGES HERE
CITY OF NEW BEDFORD

GENERAL CONDITIONS
STANDARD VERTICAL CONSTRUCTION CONTRACT
For Projects over $100,000 Subject to M.G.L. c. 149, s. 44A-F

GENERAL CONDITIONS OF THE CONTRACT

TABLE OF CONTENTS

ARTICLE I: DEFINITION OF TERMS

ARTICLE II: EXECUTION OF THE CONTRACT, SCOPE OF WORK, INTERPRETATION OF CONTRACT DOCUMENTS --

1. Execution --
2. Scope of Work --
3. Interpretation --
4. Distribution of Work
5. Contract Price

ARTICLE III: CONTROL OF WORK / ADMINISTRATION OF THE CONTRACT --

1. Designer --
2. Right of Access to Work --
3. Inspection No Waiver --

ARTICLE IV: GENERAL PERFORMANCE OBLIGATIONS OF THE CONTRACTOR - - p. 8

1. Review of Contract Documents and Field Conditions
2. Supervision and Construction Procedures; Coordination; Cutting, and Patching
3. Superintendent
4. Labor
5. Notices and Permits --
6. Lines, Marks Etc. --
7. Excavation --
8. Dewatering/Hoisting/Staging
9. Corrections to the Work; Inspection No Bar To Subsequent Corrections --
10. Sanitary Facilities --
11. Temporary Offices
12. Contract Documents at the Site
13. Telephones -- p. 11
14. Safety Regulations/ Site Protection --
15. Debris and Chemical Waste --
16. Weather Protection --
17. Furnishings and Equipment
18. Form for Sub-Contract
19. Sales Tax Exemption and Other Taxes
20. Final Cleaning
21. Maintenance Data --
22. Closeout Procedures
23. Risk of Loss
ARTICLE V: MATERIALS AND EQUIPMENT
1. Materials Generally --
2. Shop Drawings, Product Data, and Samples --
3. Tests
4. "Or Equal" Submissions --
5. Delivery and Storage of Materials; Inspection
6. Defective, Damaged, Deteriorated Materials and Rejection Thereof

ARTICLE VI: PROSECUTION AND PROGRESS --
1. Beginning, Progress Schedule, and Completion of Work --
2. Failure to Complete Work on Time - Liquidated Damages --
3. Delays; Statutory Provisions --
4. Use and Occupancy Prior To Final Acceptance--
5. Certificate of Agency Use and Occupancy --
6. Final Acceptance of the Work --
7. One Year Warranty Repair List and Inspection --

ARTICLE VII: CHANGES IN THE WORK --
1. Change Orders Generally
2. Methods of Computing Equitable Adjustments
3. Work Performed Under Protest
4. False Claims, Statutory Provisions Regarding Changes --
5. Mandatory Mediation

ARTICLE VIII: PAYMENT PROVISIONS --
1. Schedule of Values --
2. Payment Liabilities of the Contractor
3. Retention of Moneys by Awarding Authority --
4. Applications for Payment --
5. Periodic Payments (M.G. L. c. 30, s. 39K) --
6. Payment of Subcontractors (M.G.L. c. 30, s. 39F) --
7. Final Payment; Release of Claims by Contractor --

ARTICLE IX: GUARANTEES AND WARRANTIES --
1. General Warranty --
2. Special Guarantees and Warrantees --

ARTICLE X: MISCELLANEOUS LEGAL REQUIREMENTS --
1. Contractor to Be Informed --
2. Compliance with All Laws --

ARTICLE XI: CONTRACTOR'S ACCOUNTING METHOD REQUIREMENTS (M.G.L. c., s. 39R) --
1. Definitions --
2. Record Keeping --
3. Statement of Management Controls --
4. Annual Financial Statement --
5. Bid Pricing Materials --
6.

ARTICLE XII: INSURANCE REQUIREMENTS --
1. Insurance Generally --
2. Contractor's Commercial General Liability --
3. Vehicle Liability --
4. Pollution Liability --
5. Worker's Compensation --
7. Umbrella Coverage --
8. Additional Types of Insurance --

ARTICLE XIII: INDEMNIFICATION --
1. Generally --
2. Designer’s Action --
3. Survival --

ARTICLE XIV: PERFORMANCE AND PAYMENT BONDS --
1. Contractor Bonds --
2. Subcontractor Bonds --

ARTICLE XV: TERMINATION OF THE CONTRACT --
1. Termination for Cause --
2. Termination for Convenience --
3. Contractor’s Duties upon Termination for Convenience --

ARTICLE XVI: MISCELLANEOUS PROVISIONS --
1. No Assignment by Contractor --
2. Non-Appropriation --
3. Claims by Others Not Valid --
4. No Personal Liability by Public Officials --
5. Severability --
6. Choice of Laws --
7. Standard Forms --
8. No Waiver of Subsequent Breach --
9. Remedies Cumulative --
10. Notices --

ARTICLE XVII: EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM --

ARTICLE XVIII: GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES (EXECUTIVE ORDER 390)

ARTICLE I: DEFINITION OF TERMS

The following words shall have the following meanings as used in this Contract:

**Advertisement:** The Advertisement or Invitation for Bids or Proposals for the Work identified in Article 6 of the Owner - Contractor Agreement.

**Approval:** (or Approved): An approval in writing signed by the authorized signatory of the Awarding Authority.

**Architect:** The architect identified as the Designer in Article 1 of the Owner - Contractor Agreement.

**As directed (As permitted, as required, as determined or words of like effect):** The direction, permission, requirement or determination of the Designer or the Awarding Authority. Similarly, approved, acceptable, satisfactory or words of like import shall mean approved by or acceptable or satisfactory to the Designer, except as may be otherwise determined by the Awarding Authority.

**Awarding Authority:** The public agency awarding and administering this Contract identified as the Awarding Authority in the Owner - Contractor Agreement.
**Building Code:** All applicable rules and regulations to which the Awarding Authority is subject and which are contained or referenced in the code authorized by M.G.L. c. 143, s. 93 et seq., including all amendments thereto.

**Certificate of Occupancy:** A certificate signed by the Designer and the Awarding Authority pursuant to the requirements of Article VI of these General Conditions of the Contract, indicating that the Awarding Authority has determined that (1) the Work has been completed in accordance with the Contract Documents, except for Punch List items, (2) certificates of inspection, testing and/or approval (including a certificate of occupancy under the Building Code), operating permits for any mechanical apparatus which may be required to permit full use and occupancy of the Work by its intended users (which in a Subcontractor's case may include the Contractor) have been delivered to the Awarding Authority, (3) any applicable written warranties, operating instructions and related materials have been delivered to the Awarding Authority, and (4) the Work may be used for its intended purpose without substantial inconvenience or interference.

**Change Order:** (1) A written order not requiring the consent of the Contractor, signed by the Owner's Project Manager and designated as a Change Order, directing the Contractor to make changes in the Work within the general scope of the Contract, or (2) any written or oral order from the Project Manager that causes any change in the Work, provided that the Contractor has given the Awarding Authority written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.

**Contract:** The Contract formed by the Contract Documents as defined in Article 6 of the Owner-Contractor Agreement.

**Contract Documents:** The documents listed in Article 6 of the Owner-Contractor Agreement.

**Contract Modification:** Any alteration of the Contract Documents accomplished by a written agreement properly executed by the parties to this Contract.

**Contract Price:** The Contract Price stated in Article 3 of the Owner-Contractor Agreement which is the total sum owed to the Contractor for all of the Work.

**Designer:** The architect or engineer identified as the Designer in Article 1 of the Owner-Contractor Agreement, subject to the provisions of Article III, Section 1 of these General Conditions of the Contract.

**Engineer:** The Designer.

**Drawings:** The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including Plans, elevations, sections, details, schedules, and diagrams.

**Final Acceptance:** The written determination by the Designer and by the Awarding Authority that the Work has been 100% completed, except for the Contractor's indemnification obligations, warranty obligations, obligations to continue to maintain insurance coverage for the time periods provided in the Contract Documents, and any other obligations which are intended to survive Final Acceptance and/or the termination of the Contract.

**General Bid:** The completed bid form submitted by the Contractor in accordance with the requirements of M.G.L. c. 149.

**Laws:** All applicable statutes, regulations, ordinances, codes, laws, orders, decrees, approvals, certificates and requirements of governmental and quasi-governmental authorities.

**Neutral:** An impartial third party not having an interest in the Owner, the Designer, the Contractor or the Project.

**Notice to Proceed:** The written notice provided by the Awarding Authority to the Contractor which authorizes the Contractor to commence the Work as of a date specified therein, from which date the time of completion specified in Article 2 of the Owner-Contractor Agreement is measured.

**Or equal (or words of like import):** Equal in the opinion of the Awarding Authority determined pursuant to the provisions of M.G.L. c.30, s. 39M and the provisions of these General Conditions of the Contract.

**Owner:** The city of New Bedford, Massachusetts.

**Plan(s):** Drawing(s).

**Product Data:** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor or its Subcontractors and suppliers to illustrate materials or equipment for some portion of the Work. Product data also include any such information or instructions produced by the manufacturer or distributor of such materials or equipment and made readily available by said manufacturer or distributor.

**Progress Schedule:** The progress schedule Approved by the Designer and the Awarding Authority in accordance with Article VI of these General Conditions of the Contract.
**Project:** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

**Owner’s Project Manager (OPM):** The Awarding Authority’s representative assigned to the Project.

**Punch List:** A list of items determined by the Awarding Authority to be minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work for its intended purpose.

**Samples:** Samples are physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

**Schedule of Values:** The schedule Approved by the Awarding Authority pursuant to Article VIII of these General Conditions of the Contract which allocates the Contract Price to the various portions of the Work and is used as a basis for payments to the Contractor.

**Shop Drawings:** Drawings, diagrams, details, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate a portion of the Work.

**Site:** The land and, if any, building(s) or space within any such building(s) on which or in which the Contractor is to perform the Work.

**Specifications:** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.

**Subcontractor:** Person or entity with whom the Contractor contracts in order to perform the Work, except as otherwise specifically provided or required herein or by Law.

**Substantial Completion:** For work subject to M.G.L. c. 30 s. 39K, "substantial completion" shall occur when (1) the Contractor fully completes the Work or substantially completes the Work so that the value of the Work remaining to be done is, in the estimate of the Awarding Authority, less than one percent of the original contract price, or (2) the Contractor substantially completes the work and the Awarding Authority takes possession for occupancy, whichever occurs first. For work subject to M.G.L. c. 30 s. 39G "substantial completion" shall mean either that the work required by the Contract has been fully completed, completed except for work having a Contract Price of less than one percent of the then adjusted total Contract Price, or substantially all of the Work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work.

**Superintendent:** The licensed construction supervisor who is an employee of the Contractor designated to be in full-time attendance at the Site throughout the prosecution and progress of the Work and who shall have complete authority to act for the Contractor.

**Work:** The Work defined in Article 1 of the Owner - Contractor Agreement, Article II, Section 2 of these General Conditions of the Contract and otherwise in the Contract Documents.

**Working Hours:** 7:00 a.m. to 5:00 p.m., but not more than eight hours per day, Monday through Friday, unless otherwise specified by applicable Laws.

All terms that this Contract defines may be used with or without initial capital letters. Other terms, abbreviations and references are defined as they appear herein. Words and abbreviations that are not defined in the Contract Documents but which have recognized technical or trade meanings are used in accordance with those meanings. For additional definitions of terms, abbreviations and references refer to the Supplementary General Conditions, or Specifications.

### ARTICLE II: EXECUTION OF THE CONTRACT, SCOPE OF WORK, INTERPRETATION OF CONTRACT DOCUMENTS

1. **Execution.**
   The execution of the Owner – Contractor Agreement by the Contractor is a representation that the Contractor has visited the Site, has become familiar with local conditions under which the Work is to be performed and has correlated personal observations with requirements of the Contract Documents.

2. **Scope of Work.**
   The Work consists of the Work identified in the Contract Documents. The Work comprises the completed construction required by the Contract Documents and includes all labor, tools, materials, supplies, equipment, permits, approvals, paperwork, calculations, submittals, and
certificates necessary to develop, construct and complete the Work in accordance with all Laws, and all construction and other services required to be supervised, overseen, performed or furnished by Contractor or that the Contract Documents require the Contractor to cause to be supervised, overseen, performed or furnished. The Contractor shall provide and perform for the Contract Price all of the duties and obligations set forth in the Contract Documents.

3. Interpretation.

A. The Plans and Specifications and other Contract Documents are to be considered together and are intended to be mutually complementary, so that any work shown on the Plans though not specified in the Specifications, and any work specified in the Specifications though not shown on the Plans, is to be executed by the Contractor as a part of this Contract.

B. All things that in the opinion of the Designer may be reasonably inferred from the Plans, Specifications and other Contract Documents are to be executed by the Contractor. The Designer shall determine whether the detail Plans conform to the general Plans and Contract Documents, except as may be otherwise determined by the Awarding Authority.

C. The tables of contents, titles, headings and marginal notes or sub-scripts contained herein are solely to facilitate references, are not intended to be construed as provisions of the Contract, and in no way affect the interpretation of the provisions to which they refer.

D. Where reference is made in the Contract Documents to publications, standards, or codes issued by associations or societies, such reference shall be interpreted to mean the current edition of such publications, standards, or codes, including revisions in effect on the date of the Advertisement, notwithstanding any reference to a particular date. The foregoing sentence shall not apply to the dates, if any, specified with respect to insurance policy endorsement forms.

E. In case of any conflict among the Contract Documents, unless the context clearly otherwise requires, the Contract Documents shall be construed according to the following priorities:

- First Priority: Contract Modifications
- Second Priority: Owner - Contractor Agreement
- Third Priority: General Conditions of the Contract
- Fourth Priority: Drawings -- Schedules take precedence over enlarged detail Drawings, and enlarged Detail Drawings take precedence over reduced scale Drawings; figured dimensions shall prevail over scale.
- Fifth Priority: Specifications

4. Distribution of Work.

The distribution of the Work is intended to be described under the appropriate trades and, except for filed sub-bid work, may be redistributed, except as directed herein, provided that such redistribution shall cause no controversy among the trades and no delay in the progress of the Work.


The Contract Price constitutes full compensation to the Contractor for everything to be performed and furnished in connection with the Work and for all damages arising out of the performance of the Work and/or the action of the elements, and constitutes the maximum compensation regardless of any difficulty incurred by the Contractor in connection with the Work or in consequence of any suspension or discontinuance of the Work.

ARTICLE III: CONTROL OF WORK / ADMINISTRATION OF THE CONTRACT

1. Designer.

Notwithstanding anything to the contrary expressed or implied in this Contract, any of the powers, rights, and duties of the Designer may be exercised by the Awarding Authority, provided that the Awarding Authority shall be under no obligation to do so. The Awarding Authority may rely on the Designer for the performance and exercise of its rights and obligations hereunder and shall be presumed to so rely on the Designer in the absence of an explicit written assumption by the Awarding Authority of any such rights and obligations, except that any Approval required to be obtained from the Awarding Authority hereunder shall not be valid without the signature of the Awarding Authority. The Awarding Authority may explicitly overrule in writing any action, determination or decision of the Designer should the Awarding Authority choose to do so, except
to the extent that the same would violate applicable law. Subject to the foregoing, the Designer shall be responsible for the general administration of the Contract and shall perform the duties and exercise the rights herein conferred on the Designer. Except as otherwise specifically provided herein, the Designer shall decide all questions which may arise as to the conduct, quantity, quality, equality, acceptability, fitness, and rate of progress of the several kinds of work and materials to be performed and furnished under this Contract, and shall decide all questions which may arise as to the interpretation of the Plans and Specifications and as to the fulfillment of this Contract on the part of the Contractor. In the case of the death, resignation, inability or refusal of the Designer to act, or the termination of his or her or its employment, the Awarding Authority may appoint another person to act as Designer for the purposes of this Contract. The Awarding Authority shall give written notice to the Contractor of any such appointment.

2. Right of Access to Work.
The Awarding Authority and the Designer (and persons designated by them) may for any purpose enter upon the Work, the Site, and premises used by the Contractor, and the Contractor shall provide safe facilities therefore. Other contractors of the Awarding Authority may also enter upon the same for the purposes which may be required by their contracts or work. Any differences or conflicts which may arise between the Contractor and other contractors of the Awarding Authority with respect to their work shall be initially resolved by the Designer.

3. Inspection No Waiver.
No inspection by the Awarding Authority or the Designer or employees or agents of either of them, and no order, measurement, certificate, approval, payment order, payment, acceptance or any other action or inaction of any of them, shall operate as a waiver by the Awarding Authority of any provision of this Contract.

ARTICLE IV: GENERAL PERFORMANCE OBLIGATIONS OF THE CONTRACTOR

The Contractor shall complete for the Contract Price all of the Work in a proper, thorough, and workmanlike manner in accordance with the Contract Documents. Without limiting the foregoing and without limiting the Contractor's obligations under any other provision of the Contract Documents, the Contractor shall for the Contract Price perform the following general obligations:

   A. Before commencing the Work, the Contractor shall carefully study the Contract Documents and carefully compare all Specifications, Plans, Drawings, figures, dimensions, lines, marks, scales, directions of the Designer, and any other information provided by the Awarding Authority and shall at once report to the Designer any questions, errors, inconsistencies, or omissions.
   B. Before commencing the Work, the Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents and shall at once report to the Designer any questions, errors, inconsistencies, or omissions.

2. Supervision and Construction Procedures; Coordination; Cutting, and Patching.
   A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and shall have control over, construction means, methods, techniques, sequences and procedures, and shall be responsible for coordinating all portions of the Work under the Contract.
   B. The Contractor shall be responsible for the proper fitting of all Work and the coordination of the operations of all trades, Subcontractors, and materialmen engaged upon the Work. The Contractor shall guarantee to each of its Subcontractors all dimensions which they may require for the fitting of their work to all surrounding work.
   C. All necessary cutting, coring, drilling, grouting, and patching required to fit together the several parts of the Work shall be done by the Contractor, except as may be specifically noted otherwise under any particular filed sub-bid section of the Specifications.
D. The Contractor shall be responsible to the Awarding Authority for the acts and omissions of the Contractor's employees, agents and Subcontractors, and their agents and respective contractors' employees, and other persons performing portions of the Work or supplying materials therefore.

E. The Contractor shall be responsible for the inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

F. The Contractor shall employ a registered land surveyor to perform any engineering required for establishing grades, lines, levels, dimensions, layouts, and reference points for the trades. The Contractor shall be responsible for maintaining benchmarks and other survey marks and shall replace any benchmarks or survey marks that may have become disturbed or destroyed. The Contractor shall verify the materials shown on the Drawings before laying out the Work and shall be responsible for any error resulting from its failure to exercise this precaution.

G. Unless otherwise required by the Supplementary General Conditions or the Plans and Specifications, or directed in writing by the Awarding Authority, Work shall be performed during regular Working Hours. However, if the Contractor desires to carry on the Work outside of regular Working Hours or on Saturdays, Sundays, or Massachusetts or federal holidays then the Contractor shall allow ample time to allow satisfactory arrangements to be made for inspecting Work in progress and shall bear the costs of such inspection. The Awarding Authority shall bill the Contractor directly for such costs.

H. Work performed outside of regular Working Hours without the consent or knowledge of the Awarding Authority shall be subject to additional inspection and testing as directed by the Awarding Authority. The cost of this inspection and testing shall be borne by the Contractor whether the Work is found to be acceptable or not. The Awarding Authority at its election shall be entitled either to issue a credit Change Order to cover such cost or to withhold such cost from any further payments due the Contractor and/or to receive a payment from the Contractor of the amount of such cost.

3. Superintendent.
   A. The Contractor shall employ a Superintendent whose appointment shall be subject to the Approval of the Awarding Authority. The Superintendent shall be in attendance at the Site full-time during the performance of the Work. The Superintendent shall represent the Contractor. Communications given to and from the Superintendent shall be deemed given to and from the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed upon written request in each case. The Superintendent shall attend each job meeting. The Superintendent shall be responsible for coordinating all of the Work of the Contractor and the Subcontractors.

   B. The Superintendent shall be a competent employee regularly employed by the Contractor. The Superintendent shall be licensed in accordance with the Building Code and shall have satisfactorily performed similar duties on previous construction projects similar in type, complexity and scale to the Project. The Superintendent's resume shall be submitted to the Awarding Authority prior to commencement of construction together with such other information as the Awarding Authority may reasonably require in order to determine whether or not to approve of his or her appointment. Any change in the Superintendent shall require the prior consent of the Awarding Authority. The Contractor shall establish an emergency telephone line by which the Awarding Authority, the Designer, or their respective agents may contact the Superintendent during non-working hours.

4. Labor.
   A. The Contractor shall employ only competent workers. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall certify and insure that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and the Contractor and each of its subcontractors and others working on the Project shall furnish documentation of successful completion of said course by employees working with the first certified payroll report for each employee. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Awarding Authority shall notify the Contractor in writing that any worker is, in the Designer's opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Project except with the consent of the Awarding Authority.

   B. The Contractor shall employ a sufficient number of workers to carry on the Work with all proper speed in accordance with Laws, the requirements of the Contract Documents, and the Progress Schedule.
C. The Contractor shall procure materials from such sources and shall manage its own forces and the forces of its Subcontractors and any sub-subcontractors in such a manner as will result in harmonious labor relations on the Project Site. The Contractor shall cause persons to be employed in the Work who will work in harmony with others so employed. Should the Work be stopped or materially delayed in the Awarding Authority's reasonable judgment due to a labor dispute, the Awarding Authority shall have the right to require the Contractor to employ substitutes acceptable to the Awarding Authority.

   A. The Contractor at its sole cost shall take out and pay for all approvals, permits, certificates and licenses required by Laws, pay all charges and fees, and pay for (or cause the appropriate Subcontractor to pay for) all utilities required for the proper execution of the Work.
   B. The Contractor shall comply with all Laws and shall give all notices required thereby.
   C. Except as otherwise specified in this Contract, it is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable Laws. However, if the Contractor observes that portions of the Contract Documents are at variance with the requirements of Laws, the Contractor shall promptly notify the Designer and Awarding Authority in writing, and necessary changes shall be accomplished by an appropriate Contract Modification.
   D. If the Contractor performs Work knowing it to be contrary to Laws without giving such notice to the Designer and Awarding Authority, the Contractor shall bear full responsibility for such Work and all costs attributable thereto, including, without limitation, corrections to the Work.

6. Lines, Marks etc.
The Contractor shall furnish batter boards and stakes and shall cause to be placed and maintained thereon so as to be easily read, such lines, marks and directions relating to the Work as the Designer shall from time to time direct. The Designer shall establish base lines and benchmarks on the Drawings for the locations of the Work but all other lines and grades shall be determined by the Contractor.

7. Excavation.
The Contractor shall prevent by sheeting and shoring or bracing, if necessary, any caving or bulging of the sides of any excavation made by the Contractor, leaving sheeting and shoring in place, or if any is removed, filling solid the spaces left thereby.

The Contractor shall provide pumping, drainage, and disposal of all water and other flows so that no puddle, nuisance, or damage will be caused by water or flooding. The Contractor shall provide all hoisting equipment and machinery required for the proper execution of the Work. The Contractor shall provide all exterior and interior staging required to be over eight feet in height, except as may be otherwise provided in the Contract Documents.

9. Corrections to the Work; Inspection No Bar to Subsequent Corrections.
The Designer's inspection of the Work shall not relieve the Contractor of its responsibilities to fulfill the Contract obligations. Defective work may be rejected by the Designer or Awarding Authority whether or not such work and/or materials have been previously overlooked or misjudged by the Designer and accepted for payment. If the Work or any part thereof shall be found defective at any time before the Final Acceptance of the whole Work, the Contractor shall forthwith cease the performance of any defective work in progress and, whether or not such work is still in progress, shall forthwith correct such defect in a manner satisfactory to the Designer and Awarding Authority. If any material brought upon the Site for use in the Work, or selected for the same, shall be rejected by the Designer as unsuitable or not in conformity with the Contract Documents, or as damaged by casualty or deteriorated due to improper storage at the Site or to any other factor, the Contractor shall forthwith remove such materials from the Site. The Contractor shall pay for the cost of making good all work or property of other contractors or of the Awarding Authority destroyed or damaged by such removal or replacement; repair any injury, defect, omission or mistake in the Work as soon as it is discovered; finish and immediately make good any defect, omission or mistake in the Work; and complete and leave the Work in perfect condition.

10. Sanitary Facilities.
The Contractor shall provide and maintain sanitary facilities for all persons employed on the Work, beginning with the first worker at the Site. Said facilities shall meet the following requirements unless otherwise specified in the Supplementary General Conditions or Specifications.

A. There shall be no fewer facilities than the number required by applicable Laws;
B. Facilities shall be kept in a clean sanitary condition at all times and shall be adequately screened to be inaccessible to flies.

(Note: If existing sanitary facilities at the Site are to be used by the Contractor, this requirement will be modified accordingly in the Supplementary General Conditions or Specifications.)

11. Temporary Offices.
A. Except as otherwise specified in the Supplementary General Conditions or Specifications, the Contractor shall erect the following temporary offices near the Site as directed by the Awarding Authority and adequately furnish and maintain them in a clean, orderly condition:
(1) A Contractor's field office at which Contractor's authorized representative shall be present at all times while work is in progress. Instructions, notices, and other communications delivered there by the Designer or the Awarding Authority shall be deemed delivered to the Contractor. The Contractor shall provide a separate conference room space with a conference table and chairs sufficient to accommodate 12 persons at one time.
(2) Office for the OPM, either a separate building or trailer. Such office shall be in close proximity to the Contractor's field office, shall be at least 475 square feet in area, and shall be equipped with partitions to separate it from public access, electric lights, heat, air conditioning, window screens, secure locking devices, and a toilet room with a working chemical toilet. Such office shall be equipped with the following furniture and equipment in good condition: 2 lockable steel desks, word processor, 2 swivel chairs, two stools, 2 metal plan racks, plan table at least 32 by 84 inches, 2 metal filing cabinets with locks, 12 feet of 10 inch deep shelving, one accurate Fahrenheit thermometer, one electric water cooler with disposable cups and water supply service, one hard hat for each project representative and 6 visitor hard hats, one dry plain paper copy machine with a legal and standard paper tray, and one calculator with paper print out, all of which shall become the property of the Contractor at the conclusion of the Work. (Note: If office space can be assigned in existing buildings at the Project Site, this requirement will be modified accordingly in the Supplementary General Conditions or Specifications.)
B. The Contractor shall relocate the OPM’s trailer at no additional cost to the Owner if the need for relocation arises as determined by the Awarding Authority.

12. Contract Documents and Samples at the Site.
A reasonable number of sets of Contract Documents will be furnished to the Contractor by the Awarding Authority immediately after signing of the Contract, one of which shall be maintained at the Site for reference by authorized representatives of the Awarding Authority. The Contractor shall maintain at the Site for the use and information of the Awarding Authority one record copy of the Drawings, Specifications, Addenda, Change Orders, Approved Shop Drawings, Product Data, Samples, updated Progress Schedule, and all other submittals, all in good order and marked currently to record changes and selections made during construction. These shall be available to the Designer and the Awarding Authority and shall be delivered to the Designer for submittal to the Awarding Authority upon completion of the Work.

13. Telephones.
The Contractor shall provide and maintain separate individual telephone service and pay for all calls relating to the Work. Service and equipment shall meet the requirements, if any, of the Supplementary General Conditions and Specifications and shall include provisions for incoming and outgoing calls: (1) in the Contractor's field office for the use of its authorized agents and (2) in the OPM’s office for the use of the Designer and authorized agents of the Owner.

14. Health, Safety, and Accident Prevention
A. In performing the Work, the Contractor shall:
(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor by regulation;
(2) Protect the lives, health, and safety of other persons; and
(3) Prevent damage to property, materials, supplies, and equipment.
B. For these purposes, the Contractor shall:
(1) Comply with 84 Stat. 1590, the "Occupational Safety and Health Act of 1970" (OSHA) and with regulations and standards issued by the U.S. Secretary of Labor at 29 CFR Part 1926; and
(2) Include the terms of this Section 14 in every subcontract so that such terms will be binding on each subcontractor.
(3) Designate by notice to the Awarding Authority a responsible member of its organization at the Site whose duties shall include ensuring safety, implementation of Contractor’s Safety Plan referenced below and preventing accidents.

C. The Contractor shall maintain an accurate record of exposure data on all accidents incident to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904. Without limiting the foregoing, the Contractor shall submit to the Awarding Authority without delay verbal and written reports of all accidents involving bodily injury or property damage arising in connection with the Work.

D. In any emergency affecting the safety of persons or property the Contractor shall immediately act in the exercise of reasonable judgment to prevent threatened damage, injury, or loss. The Contractor shall immediately notify the Awarding Authority of such emergency.

E. The Contractor shall be responsible for its Subcontractors’ compliance with the provisions of this Section 14.

F. Before commencing any portion of the Work the Contractor shall submit a written Project-specific plan for implementing this Section 14. The plan shall include an analysis of the significant hazards to life, limb and property inherent in the performance of the Work and a plan for controlling these hazards.

G. Without limiting the foregoing provisions of this Section 14, the Contractor shall comply with all health and safety Laws applicable to the Work. Without limitation,
(1) If the Contractor uses, stores or encounters toxic or hazardous substances it shall comply with M.G.L. c. 111F, s. 2, the "Right to Know" law and regulations promulgated by the Department of Public Health, 105 CMR 670, the Department of Environmental Protection, 310 CMR 33, and the Department of Labor and Workforce Development, 441 CMR 21; and shall post a Workplace Notice obtainable from the Department of Labor and Workforce Development.
(2) The Contractor shall comply with the Federal Resource Conservation and Recovery Act, the Federal Comprehensive Environmental Response, Compensation and Liability Act, M.G.L. c. 21C, M.G. L. c. 21E, and any other Laws affecting toxic or hazardous materials, solid, special or hazardous waste (collectively "Hazardous Materials Laws). Should the Contractor discover unforeseen materials subject to Hazardous Materials Laws at the Site, the Contractor shall immediately comply with any and all requirements for dealing with such materials and notify all required governmental authorities and the Awarding Authority of such discovery.
(3) The Contractor shall be responsible for the location of all utilities in connection with the Work. Without limiting the foregoing, the Contractor shall comply with Dig-Safe Laws. Dig-Safe is the Utility Underground Plant Damage Prevention System, 331 Montvale Road, Woburn, MA, 01801, 1-888-344-7233. The Contractor shall notify Dig-Safe of contemplated excavation, demolition, or explosive work in public or private ways, and in any utility company right of way or easement, by certified mail, with a copy to Department of Environmental Protection (DEP). This notice shall be given at least 72 hours prior to the work, but not more than sixty days before the work is to be done. Such notice shall state the name of the street or the route number of the way and shall include an accurate description of the location and nature of the proposed work. Dig-Safe is required to respond to the notice within 72 hours of receipt by designating the location of pipes, mains, wires or conduits at the Site. The Contractor shall not commence work until Dig-Safe has responded. The work shall be performed in such manner and with reasonable precautions taken to avoid damage to utilities under the surface at the work location. The Contractor shall provide the Superintendent with current Dig-Safe regulations, and a copy of M.G.L. c. 82, s. 40. Any costs related to the services performed by Dig-Safe shall be borne by the Contractor.
(4) The Contractor shall comply with M.G.L. c. 149, s. 129A, relative to shoring and bracing of trenches.
H. Without limiting the Contractor’s responsibilities described above, the Contractor shall take all reasonable precautions for the safety of, and the prevention of injury or damage to (1) all agents and employees and contractors on the Work and all other persons who may be affected thereby including the general public, (2) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care custody or control of the Contractor or any of its Subcontractors or any contractors directly or indirectly contracting through any of them, and (3) other property at the Site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work. The Contractor shall promptly remedy all damage or loss to any such property caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly contracted or employed by any of them or by anyone for whose acts any of them may be liable. Without limiting the foregoing, the Contractor shall:

(1) post and maintain adequate danger signs and other warnings against hazards;
(2) promulgate safety regulations and give appropriate notices to the Awarding Authority and users of adjacent utilities and property;
(3) insure the adequate strength and safety of all scaffolding, staging and hoisting equipment, temporary shoring, bracing and tying;
(4) protect adjoining private or public property;
(5) provide barricades, temporary fences, and covered walkways required by prudent construction practices, Laws and/or the Contract Documents;
(6) furnish approved hard hats and other personal protective equipment, furnish approved first aid supplies, furnish the name of the first aid attendant, and maintain a posted list of emergency facilities;
(7) provide proper means of access to property where the existing access is cut off by the Contractor;
(8) maintain from the beginning of any darkness or twilight through the whole of every night sufficient lights on or near any obstruction so as to guard and protect travelers from injury from such obstruction;
(9) maintain adequate security at the Site so as not to expose the Work and surrounding property to vandalism or malicious mischief;
(10) provide adequate fire protection procedures during the use of cutting torches, welding equipment, plumbers’ torches and other flame and spark producing apparatus;
(11) take prompt action to correct any dangerous or hazardous conditions.

I. The Contractor shall not use or store explosives in the performance of the Work unless the Contractor first obtains the Awarding Authority's prior written specific Approval. If the Awarding Authority Approves the use or storage of explosives during the performance of the Work, the Contractor shall first comply with all Laws and obtain all permits, approvals, and certificates required in connection with the same and shall exercise best efforts, including but not limited to the employment and supervision of properly qualified personnel, to prevent damage, injuries, and accidents involving said explosives.

J. The Contractor shall not permit cutting or welding in or immediately adjacent to existing property of the Owner, Awarding Authority or of anyone else without the Awarding Authority's prior Approval in each instance.

15. Debris and Chemical Waste.

A. The Contractor shall not permit the accumulation of interior or exterior debris. The Contractor shall keep the Work area clean at all times. Without limitation, garbage shall be removed daily.

B. The Contractor shall properly classify and remove debris and waste from the Site and transport and dispose of it, all in accordance with Laws, employing a qualified and properly licensed transporter, at any landfill, disposal or recycling facility licensed under applicable Laws, including without limitation, hazardous materials laws. The Contractor shall make all arrangements and give and obtain all notices, communications, documentation, permits, certificates, and approvals necessary for said disposal from the owner or officials in charge of such landfills, disposal or recycling facilities. The Contractor shall bear all fees and costs in connection with such classification, removal, transportation, disposal and storage. The Contractor shall not permit any storage of debris or waste except in accordance with Laws.

C. The Contractor shall not permit any open fire on the Site.

D. Chemical Waste: Chemical waste shall be stored in corrosion resistant containers, removed from the Site, and disposed of not less frequently than monthly unless more frequently required by Laws,
including without limitation hazardous materials laws, or by the Supplementary General Conditions or Specifications. Disposal of chemical waste shall be performed in accordance with requirements of the U.S. Environmental Protection Agency (EPA) and the Massachusetts Department of Environmental Protection (DEP). Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants shall be disposed of in accordance with procedures meeting all applicable Laws. The Contractor shall immediately notify the Designer of any hazardous materials releases resulting from its operations. Any costs incurred in cleaning up any such releases shall be borne by the Contractor.

16. Weather Protection (M.G.L. c. 149, s. 44G and 44F (1)).

The Contractor shall furnish and install “weather protection,” which means temporary protection of that Work adversely affected by moisture, wind and cold. Weather protection shall be achieved by covering, enclosing and/or heating working areas such that a minimum temperature of 40 degrees Fahrenheit is maintained at the working surface during the months of November through March in order to permit construction to be carried on during such period in accordance with the Progress Schedule. After the building or portion thereof is completely enclosed by either permanent construction or substantial temporary materials having a resistance comparable to the specified permanent construction, the Contractor shall provide heat therein of not less than 55 degrees F. nor more than 75 degrees F. The foregoing provisions do not supersede any specific requirements for methods of construction, curing of materials and the like. Such weather protection shall be consistent with the Progress Schedule, shall permit the continuous progress of the Work necessary to maintain an orderly and efficient sequence of construction operations, shall include one thermometer for every 2,000 square feet of floor space or fraction thereof, shall be subject to the Approval of the Awarding Authority, and shall meet such additional requirements as may be specified by the Supplementary General Conditions or the Specifications.

17. Furnishings and Equipment.
When, in the opinion of the Designer, any portion of the Work is in a reasonable condition to receive fittings, furniture, or other property of the Owner not covered by this Contract, the Contractor shall allow the Awarding Authority to bring such fittings, furniture, and/or other property into such portions of the Work and shall provide all reasonable facilities and protection thereof. No such occupancy shall be construed as interfering with the provisions relating to time of completion, or as constituting an acceptance of the whole or any part of the Work. Any furniture or fittings so installed shall be placed in the Work at the risk of the Awarding Authority except that the Contractor shall be liable for damages or losses to such furniture or fittings to the extent such damages or losses arise in whole or in part from the negligence or intentional misconduct of Contractor, Subcontractors, their agents and/or employees, or anyone for whose acts Contractor is responsible.

18. Form for Sub-contract.
The Contractor when subcontracting with sub-bidders filed pursuant to M.G.L. c. 149, s.44F shall use the form for sub-contract in M.G.L. c. 149, s. 44F(4) (c). The Contractor shall not interpret paragraph 3 of the statutory form of Subcontract to require such sub-bidders to provide insurance with limits higher than the limits that are required by Article XIV of these General Conditions of the Contract assuming that the term “Contractor” refers to the sub-bidder and that the term “Contract Price” refers to the sub-bidder’s price stated in paragraph 1 of the statutory form of Subcontract.

19. Sales Tax Exemption and Other Taxes.
All building materials and supplies as well as the rental charges for construction vehicles, equipment and machinery rented exclusively for use on the Site, or while being used exclusively for the transportation of materials for the Work are entitled to an exemption from sales taxes under M.G.L. c. 64H, s. 6(f). The Contractor shall take all action required to obtain the benefit of such sales tax exemption. The Contractor shall bear the cost of any sales taxes that Contractor incurs in connection with the Work and the Awarding Authority shall not reimburse the Contractor for any such taxes. The exemption number assigned to the Contractor as an exempt purchaser shall be provided to the Contractor by the Awarding Authority upon the written request of the Contractor.
20. **Final Cleaning.**
At the completion of the Work, the Contractor shall remove all waste materials, rubbish, tools, equipment, machinery and surplus materials, and professionally clean all sight-exposed surfaces so that the Work is clean and ready for occupancy. Subsequent to installation of furniture, telephones, and equipment, the Contractor shall provide such additional cleaning as may be necessary to remove any soil resulting from installation of such furniture, telephones and equipment.

21. **Maintenance Data.**
Subject to such additional requirements as may be provided in the Supplementary General Conditions or Specifications, the Contractor shall compile 3 complete and identical binders of operating and maintenance data for the entire Work. The Contractor shall submit record maintenance data to the Designer for approval, shall submit approved maintenance data to the Awarding Authority, and shall instruct and train the Awarding Authority’s personnel in proper inspection and maintenance procedures.

22. **Closeout Procedures.**
The Contractor shall take all actions and submit all items required for the issuance of the Certificate of Use and Occupancy and Final Acceptance as specified in the Contract Documents.

23. **Risk of Loss.**
The Contractor shall bear all risk of loss to the Work during the term of the Contract except for any portion of the Work as to which the Certificate of Occupancy has been issued pursuant to Article VI of these General Conditions of the Contract. Nothing herein shall limit the Contractor's responsibilities under Article IX or XV of these General Conditions of the Contract.

**ARTICLE V: MATERIALS AND EQUIPMENT**

1. **Materials Generally.**
   A. Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
   B. Materials and equipment to be installed as part of the Work (both or either of which are hereinafter referred to as "materials") shall be new, unused, of recent manufacture, assembled, and used in accordance with the best construction practices. The Contractor shall give a preference in the purchase of supplies and materials, other considerations being equal, in favor, first, of supplies and materials manufactured and sold within the Commonwealth, and, second, of supplies and materials manufactured and sold elsewhere within the United States.

2. **Shop Drawings, Product Data, and Samples.**
   A. The Contractor shall furnish to the Designer all samples of the materials to be used in the execution of the Work as required by the Contract Documents. The Contractor shall furnish to the Designer in a timely manner all coordination Drawings, shop details, Shop Drawings, and setting diagrams which may be necessary for acquiring and installing materials. These shall be reviewed as required by the Designer. A minimum of four (4) copies shall be submitted for final approval, one of which shall be returned to the Contractor, one to the OPM, one to the Awarding Authority and one filed with the Designer. The inspection and approval by the Designer of Shop Drawings, etc. shall be general and shall in no way relieve the Contractor from responsibility for proper fitting, coordinating, construction, and construction sequencing. The Contractor shall furnish to the Designer such information and vouchers relative to the Work, the materials therefore, and the persons employed thereon, as the Designer shall from time to time request.
   B. Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submission is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
   C. The Contractor shall review, approve, and submit to the Designer, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the
Awarding Authority or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents or which do not comply with the Contract Documents may be returned without action. The Contractor's attention is directed to the provisions of Section 4 of this Article V and to the Specifications.

D. The Contractor shall prepare and keep current for the Designer's approval a schedule of submittals which is coordinated with the Progress Schedule and allows the Designer reasonable time to review submittals.

E. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Designer. Such Work shall be in accordance with Approved submittals.

F. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

G. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Designer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Designer in writing of such deviation at the time of submittal and the Awarding Authority has given explicit written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Designer's or the Awarding Authority's actions.

H. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Designer on previous submittals.

I. Informational submittals upon which the Designer is not expected to take responsive action may be so identified in the Contract Documents.

J. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, such certification must be stamped by a registered Massachusetts professional in the discipline required. The Designer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

K. Materials furnished or used or employed under the Contract must be equal in quality to the samples furnished and be satisfactory to the Designer.

3. Tests.

A. Any material to be used in the Work may be tested or inspected at any time by the Designer with the prior Approval of the Awarding Authority and may be rejected if it fails to comply with specified tests. The Awarding Authority shall pay for all testing of specified material. If the Contractor requests permission to use a material that was not specified, then the Contractor shall pay for such testing. The cost of testing of materials that fail the testing criteria shall be borne by the Contractor.

B. The Contractor shall notify the Designer and the Awarding Authority of the proposed sources of materials in time to permit all required testing and inspection before the material is needed for incorporation into the Work. The Contractor shall have no claim arising from Contractor's failure to designate the proposed source or to order the material in time for adequate testing and inspection. Necessary arrangements shall be made to permit the Designer to make factory, shop or other inspection of materials or equipment ordered for the Work in process of manufacture or fabrication, or in storage elsewhere than the Site.

4. "Or Equal" Submissions.

A. Where products or materials are prescribed by manufacturer name, trade name, or catalog reference, the words "or Approved equal" shall be understood to follow. An item shall be considered equal to the item so named or described if in the opinion of the Awarding Authority (a) it is at least equal in quality, durability, appearance, strength and design, (b) it performs at least equally the function imposed in the general design for the Work, and (c) it conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the Specifications. Any structural or mechanical changes made necessary to accommodate products or materials substituted as an "or equal" shall be at the expense of the Contractor. "Approved equal" shall mean an item with respect to which the Awarding Authority shall have issued a written statement to the Contractor to the effect that the item is, in the Awarding Authority's opinion, equal within the meaning of this paragraph to that prescribed in the Contract Documents.
B. The Contractor shall be responsible for providing the Designer with any information and test results that the Designer reasonably requires to determine whether or not a material is equal to a material named or described in the Contract Documents.

C. Whenever the Contractor submits a material for approval as a substitute for a material named or described in the Contract Documents, such submission shall be made at least sixty (60) days prior to the date the materials will be used in the Work. In no event shall the Contractor maintain a claim for delays based upon the Designer's review of such substituted materials if the Contractor has failed to comply with the sixty (60) day submission requirement.

D. The Contractor shall save the written calculations, pricing information, and other data that the Contractor used to calculate the General Bid (the "Bid Pricing Materials") for at least six years after the Awarding Authority makes Final Payment under this Contract. No increase in the Contract Price shall be allowed for any material later found to have been improperly rejected as not being equal unless the Contractor can show persuasive evidence that the rejection increased the Contractor's costs over those provided for in the Bid Pricing Materials, net of all savings the Contractor obtained by substituting other "or-equal" items. Without limiting the foregoing, if the Awarding Authority rejects a proposed substitution on the basis that the item is not equal and if the appropriate authority finds that the proposed substitution was equal, the Contract Price may be increased only to the extent that (1) the item that the Contract Documents specifically require costs more than the item later approved as equal, (2) the Bid Pricing Materials prove that the Contractor calculated its bid using the cost of the item later found as equal, (3) any increase is reduced by any cost that the Contractor would have incurred for structural or mechanical changes necessary to accommodate the substitute item, (4) the Contractor shall not be entitled to any adjustment for overhead and profit, (5) any increase must exceed the aggregate amount that the Contractor saved using products or materials that the Awarding Authority approved as equal under this Contract. In calculating the Contractor's aggregate saving under the preceding clause (5), the Contractor shall provide the Awarding Authority with the Bid Pricing Materials and a calculation based on the Bid Pricing Materials that compare the price (stated in the Bid Pricing Materials) of each item replaced with an "or-equal" item, with the cost of the approved equal item, specifically describes all costs that Contractor would have incurred making structural or mechanical changes to include within the Work the item later found to have been improperly rejected and copies of all plans, specifications, shop Drawings, and other design documents that the Awarding Authority deems necessary or desirable.


A. Materials and equipment shall be progressively delivered to the Site so that there will be neither delay in the progress of the Work nor an undue accumulation of materials that are not to be used within a reasonable time and so that their security, quality, and fitness of the materials for the Work is preserved.

B. Materials stored off Site shall be insured and stored at the expense of the Contractor so as to guarantee the preservation of their security, quality and fitness for the Work. Without derogating from the Contractor's responsibilities in the previous sentence, when necessary to avoid deterioration or damage, material (on or off Site) shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be properly protected.

C. Expenses for inspection of material by the Designer and/or the Awarding Authority personnel including travel, quarters, and subsistence shall be borne by the Contractor requesting the inspection of material stored outside the Commonwealth of Massachusetts as part of the Contract Price. The policy of the Awarding Authority precludes the payment for material stored outside the boundaries of Massachusetts except in extremely limited circumstances with the express written consent of the Awarding Authority. If the Contractor requests an inspection of material stored outside the Commonwealth of Massachusetts, the Awarding Authority will initially pay for all expenses of inspecting the material incurred by the Designer and/or Awarding Authority's personnel including travel, quarters, and subsistence. The Awarding Authority will then give Contractor an invoice for those costs and the Contractor shall submit a credit Change Order for the amount of those expenses.

D. Stored materials either at the Site or at some other location agreed upon in writing shall be so located as to facilitate prompt inspection and even though approved before storage, may again be inspected prior to their use in the Work.

E. All storage sites shall be restored to their original condition by the Contractor at the Contractor’s expense.

F. The Contractor shall take charge of and be liable for any loss of or injury to the materials for his use delivered to or in the vicinity of the place where the Work is being done, whether furnished
by the Owner or otherwise; the Contractor shall notify the Designer as soon as any such materials are so delivered, allow them to be examined by the Designer, and furnish workers to assist therewith.

6. **Defective, Damaged, or Deteriorated Materials and Rejection Thereof.**
The Designer or Awarding Authority may reject materials if either reasonably determines that such materials do not conform to the Contract Documents in any manner, including but not limited to materials that have become damaged or deteriorated from improper storage whether or not such materials have previously been accepted. The Contractor at its own expense shall remove rejected materials from the Work. No rejected material, the defects of which have been subsequently corrected, shall be used except with the written permission of the Designer. Should the Contractor fail to remove rejected material within a reasonable time, the Designer and/or Awarding Authority may, in addition to any other available remedies, remove and/or replace the rejected material, and to deduct the cost of such removal and/or replacement from any moneys due or to become due the Contractor. No extra time shall be allowed for completion of Work by reason of such rejection. The inspection of the Work shall not relieve the Contractor of any of its obligations herein prescribed, and any defective Work shall be corrected. Work not conforming to the Contract Documents may be rejected notwithstanding that such Work and materials have been previously overlooked or misjudged by the Designer and accepted for payment. If the Work or any part thereof shall be found defective at any time before Final Acceptance of the whole Work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Designer. Nothing in the Contract shall be construed as vesting in the Contractor any property rights in the materials used after they have been attached or affixed to the Work or the Site; but all such materials shall upon being so attached or affixed become a property of the Owner.

**ARTICLE VI: PROSECUTION AND PROGRESS**

1. **Beginning, Progress Schedule, and Completion of Work.**
   A. The Contract time shall commence upon the date specified in the Notice to Proceed. The Contractor shall begin Work at the Site within ten days of said date unless otherwise ordered in writing by the Awarding Authority.
   B. Within ten days after the Work has commenced, the Contractor shall submit to the Designer and to the Awarding Authority, a progress schedule for the term of the Contract as required by the Contract Documents, showing in detail his proposed progress for the construction of the various parts of the Work and the proposed times for receiving required materials. Upon Approval by the Awarding Authority, said schedule shall constitute the Progress Schedule. The Contractor shall at the end of each month, or more often if required, furnish to the Designer and to the Awarding Authority a schedule meeting the requirements of the Specifications showing the actual progress of the parts of the Work in comparison with the Progress Schedule.
   C. Time is of the essence of this Contract. The Work shall be completed within the time specified in Article 2 of the Owner - Contractor Agreement. Should the Contractor require additional time to complete the Work, the Contractor shall document the reasons therefore and submit a written request for an extension of time within 20 days of the occurrence of the event alleged to be the cause of the delay, as provided in this Article and in Article VII of these General Conditions of the Contract. Failure to submit said written request within the time required by the preceding sentence shall preclude the Contractor from subsequently claiming any time extension due to said delay.
   D. If, in the opinion of the Designer or the Awarding Authority, the Contractor fails to comply with the Progress Schedule, the Awarding Authority may give the Contractor a notice specifying the time limits and performance standards that the Contractor is failing to meet whereupon (1) the Contractor shall, if the notice requires, discontinue all or any portion of the Work (which discontinuance shall neither terminate the Contract nor give the Contractor any claim for an increase in the Contract Price, damages, or an extension of any completion deadlines); or (2) at Contractor's sole cost increase the work force, equipment and plant, or any of them, employed on the whole or any part of the Work, to the extent required by such notice, and employ the same from day to day until the completion of the Work or such part thereof, or until the failure regarding the rate of progress, in the opinion of the Designer or the Awarding Authority, shall have been sufficiently corrected.
   E. If, in the opinion of the Awarding Authority, the Contractor fails to comply with the Progress Schedule, and whether or not the Awarding Authority shall have given the Contractor a notice
described in D above, the Awarding Authority may (but shall not be required to) give the Contractor notice of such failure and five days to cure the same. Unless the Contractor shall within that five days take all necessary steps to do so (including, if the Awarding Authority requires, increasing its forces, equipment and plant) and continue to do so until in the opinion of the Awarding Authority the failure is corrected, the Awarding Authority may at the Contractor's expense and without terminating this Contract take exclusive or joint possession of all or a portion of the Site and employ and direct the labors of existing or such additional forces, equipment and plant as may in the Designer's or Awarding Authority's opinion be necessary to insure the completion of the Work or such part thereof within the time specified in the Contract Documents or at the earliest possible date thereafter. The Awarding Authority may exercise its rights under this Article at any time and from time to time without waiving any of its rights under this Contract, at law or in equity, including, without limitation, the right to deem this Contract terminated or to order the Contractor to discontinue the Work at any time thereafter. The Contractor shall continue to perform the remaining Work under this Contract even if the Awarding Authority elects to have another contractor perform a portion of the Work under this Article.

F. The Awarding Authority shall deduct the cost of any actions the Awarding Authority takes under this Article from any amount then due or which might have become due to the Contractor under this Contract had the Contractor performed as required. On demand, the Contractor shall pay the Awarding Authority any amount by which the cost of completing all or any portion of the Work exceeds the amount attributable to that Work under the Contract Documents. The Awarding Authority's sole goal will be to complete the Work that it elects to complete within the time limits stated in the Contract or at the earliest possible date thereafter. Consequently, the Awarding Authority shall have no obligation to obtain competitive bids or the lowest cost for completing the Work or any part thereof. The Awarding Authority's election to complete all or part of the Work shall not release the Contractor from any liability for failure to complete the Work as the Contract Documents require, and shall not entitle the Contractor to a claim for an increase in the Contract Price or an extension of the time for completing the Work. If the cost that the Awarding Authority incurs in completing all or any portion of the Work is less than the amount that the Contract Documents attribute to that Work, the Awarding Authority will pay or credit the difference to the Contractor, less any other costs and expenses that the Awarding Authority incurs, including the cost of supervision, and the Designer's and attorneys' fees and costs.

2. Failure to Complete Work on Time - Liquidated Damages.

A. If liquidated damages are specified in the Owner - Contractor Agreement, the Awarding Authority has determined that its damages as a result of Contractor's failure to complete the Work to the point at which it qualifies for the issuance of a Certificate of Use and Occupancy will be difficult or impracticable to ascertain. Accordingly, if the Work is not completed to such point by the date specified in this Contract, the Contractor shall pay to the Awarding Authority the sum designated as liquidated damages in the Contract for each and every calendar day that the Contractor is in default in completing the Work to such point. Such monies shall be paid as liquidated damages, not as a penalty, to cover losses and expenses to the Awarding Authority and/or the User Agency resulting solely from the fact that the Work is not completed on time.

B. Similarly, if the Contract states that by a specified date a designated portion of the Work shall be prosecuted to the point at which it qualifies for the issuance of a Certificate of Agency Use and Occupancy, and if such portion has not been prosecuted to such point by said date, the Contractor shall pay to the Awarding Authority the sum designated in the Contract for each calendar day that the Contractor is in default in completing such portion of the Work to such point. Such monies shall also be paid as liquidated damages not as a penalty, to cover losses and expenses to the Owner resulting solely from the fact that the Work is not completed on time.

C. The Awarding Authority may recover such liquidated damages by deducting the amount thereof from any moneys due or that might become due the Contractor, and if such moneys shall be insufficient to cover the liquidated damages, then the Contractor or the Surety shall pay to the Awarding Authority the amount due.

D. Permitting the Contractor to continue and finish the Work or any portion of it after the time fixed in the Contract for its completion shall not be deemed as a waiver of any of the Owner's rights hereunder, at law or in equity.

E. Liquidated damages or a portion thereof may be waived by the Awarding Authority if the Contractor submits evidence satisfactory to the Awarding Authority that the delay was caused solely by conditions beyond the control of the Contractor and that the Awarding Authority has not suffered any damages as a result of said delay.
F. Failure by the Awarding Authority to specify a sum as liquidated damages in the Owner - Contractor Agreement, or the insertion of "N/A" or "none" in the space provided therein for liquidated damages, shall not be deemed a waiver of the Awarding Authority’s right to recover actual damages arising from the Contractor’s failure to complete the Work on time.

   A. Notwithstanding any provision of this Contract to the contrary, except as otherwise provided by law as set forth in paragraph B below, the Contractor shall not be entitled to increase the Contract Price or to receive damages on account of any hindrances or delays, avoidable or unavoidable; but if any delay is caused in the opinion of the Designer by the Awarding Authority, the Contractor shall be entitled to an extension of time. The length of the extension shall be sufficient in the opinion of the Designer for the Contractor to complete the Work. Although no delay shall increase the Contract Price, the Awarding Authority may require that any change in the date by which the Contractor must complete all or any part of the Work be processed on a standard Change Order form.
   B. If a suspension, delay, interruption or failure to act of the Awarding Authority increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the Contractor with respect to such increase as the Contractor shall have against the Awarding Authority by virtue of (a) and (b) of M.G.L. c. 30, s. 39O set forth below, but nothing in provisions (a) and (b) shall alter any other rights which the Contractor or the subcontractor may have against each other. As used in the statutory language of (a) and (b) below, "contract" means this Contract, "general contractor" means the Contractor and "awarding authority" means the Awarding Authority:
      
      
      "(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority: provided, however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

      (b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim."

4. Use and Occupancy Prior to Final Acceptance.
   A. The Contractor agrees to the use and occupancy of the Project or any portion thereof before Final Acceptance of the Work by the Awarding Authority.
   B. The Awarding Authority will cooperate with the Contractor with respect to the completion of the Work by taking such reasonable steps as may be possible to avoid interference with the Contractor’s Work provided that they do not interfere with the proper functioning of the facility.
   C. The Contractor shall not be responsible for wear and tear or damage resulting solely from temporary occupancy.
   D. Use and occupancy of any part of the Work prior to Final Acceptance by the Awarding Authority shall not relieve the Contractor from maintaining the required payment and performance bonds and insurance (to the extent that insurance is required to be maintained after Substantial Completion) required by this Contract.

   A. When the Work, or portion thereof which the Awarding Authority agrees to accept separately has reached the state of Substantial Completion as shown on Approved payment request, the Contractor shall develop, with the participation of the Designer and the Awarding Authority, the
Punch List identifying those items of unfinished or unacceptable Work that remain to be performed or corrected under the Contract.

B. Before the Work shall be deemed completed to the point where it is ready for the issuance of a Certificate of Occupancy, the Contractor shall:

1. Provide Contractor's proposed Punch List containing a statement of the reason for each item listed thereon;
2. Advise the Awarding Authority of proposed changes in insurance in accordance with the provisions of this Contract, and provide to the Awarding Authority evidence of Contractor's Completed Operations insurance coverage to the extent required by the Contract Documents;
3. Execute and submit a notarized warranty on a form provided by the Awarding Authority meeting the requirements of Article IX of these General Conditions of the Contract, to commence upon the date of the issuance of the Certificate of Occupancy for the Work or the designated portion thereof, unless otherwise provided in the Certificate of Occupancy;
4. Submit signed special warranties and warranties of longer than one year as required by the Contract Documents;
5. Submit signed maintenance agreements for all portions of the Work specified to receive maintenance after the issuance of the Certificate of Occupancy;
6. Submit all preliminary record Drawings and documents and framed data in the forms required by the Contract Documents to the Awarding Authority and Designer;
7. Complete all items required to be completed by the New Bedford Department of Inspectional Services and obtain a Certificate of Occupancy from the Department of Inspectional Services and similar releases which permit the Awarding Authority full and unrestricted use of the areas claimed to be ready for occupancy;
8. Deliver specified maintenance stocks of materials, required spare parts, and all special tools furnished by manufacturers to persons designated by the Awarding Authority and obtain written receipts for same;
9. Make final changes of lock cylinders or cores and advise the Awarding Authority of the change of project security responsibility;
10. Complete start-up of systems and instruct Awarding Authority personnel on proper operation and routine maintenance of all systems and equipment and notify the Awarding Authority that start-up and instruction have been completed;
11. Remove all remaining temporary facilities that are no longer needed, surplus materials, and debris; (the Contractor shall not remove construction offices and trailers without the prior Approval of the Awarding Authority);
12. Submit final utility meter readings and similar information and advise theAwarding Authority of the change of responsibility for utility charges and payments upon the issuance of the Certificate of Occupancy;
13. Complete final clean-up of all Work, restoration of damaged finishes, and replacement of all damaged and broken glass not listed on the Contractor's Punch List.
14. Complete such other items as may be called for in the Supplementary General Conditions, if any, or in the Specifications.

C. After completing the items specified in subsection A above, the Contractor shall make a written request for the Designer's inspection for a Certificate of Occupancy in accordance with the Contract Documents. The Designer shall review the submittals and the Work and shall either 1) sign a Certificate of Occupancy or 2) notify the Contractor of incomplete and/or incorrect Work that must be completed and corrected prior to the issuance of the Certificate of Occupancy. The Designer shall notify the Contractor of any additions to the Punch List. In connection with the execution of the Certificate of Occupancy the Designer shall assign dollar values to each item on the Punch List. Failure to include any incomplete or defective item on the Punch List shall not relieve the Contractor of the obligation to complete all Work in accordance with the Contract Documents.


A. Prerequisites for Final Acceptance. After the issuance of a Certificate of Occupancy for the entire Work, and after the Contractor has completed all of the Work required by this Contract, including Change Orders and Punch List Items, the Contractor shall submit the following completed items to the Awarding Authority together with such additional items as may be specified in the Contract Documents:

1. A completed Final Application for Payment showing a final accounting of all changes in the Work, on the form provided by the Awarding Authority.
(2) Certification and satisfactory evidence that all taxes, fees, and similar obligations have been paid.
(3) Consent of the Surety to Final Payment executed by applicable bonding companies.
(4) Certified copy of the Punch List stating that the Contractor has completed or corrected every item listed.
(5) Evidence of Contractor's continuing Completed Operations Insurance coverage to the extent required by the Contract Documents.
(6) All final record Drawings and documents in the forms specified by the Contract Documents.
(7) A notarized certification that all purchases made under the tax exemption certificate were legitimate and entitled to exemption.
(8) Written certifications from the Department of Inspectional Services and the Designer to the effect that: a) the Work has been inspected for compliance with the Contract Documents and has satisfied the Department of Inspectional Services; b) all equipment and systems included in the Work have been tested in the presence of the Designer and are operational and satisfactory; c) the Work is completed and ready for final inspection.
(9) Such other items as may be required by the Contract Documents.

B. Re-inspection; Final Acceptance. After notification from the Contractor that all remaining contract exceptions, omissions and incomplete items have been completed (with the exception of Contractor's continuing warranty, insurance, indemnification, and such other obligations as are intended by the terms of the Contract Documents to extend beyond the date of Final Acceptance), the Awarding Authority and the Designer shall inspect the Work to verify the completion of the same. If the Work is satisfactory, the Awarding Authority shall prepare a Certificate of Final Acceptance or shall notify Contractor of items which remain to be completed prior to Final Acceptance.

7. One-Year Warranty Repair List and Inspection.
Approximately 30 days prior to the expiration of the comprehensive one-year warranty period, the Contractor shall schedule an appointment with the Awarding Authority for a re-inspection of the Work with the Awarding Authority and shall thereafter inspect the work at the time scheduled. Based on this inspection and on prior inspections, the Awarding Authority shall issue a "Warranty Repair List" of items to be corrected by the Contractor. The Contractor shall make the repairs and/or replacements listed within 30 days of the issuance of the Warranty Repair List unless otherwise agreed by the Awarding Authority in writing.

ARTICLE VII: CHANGES IN THE WORK

   A. No changes in the Work shall be made in absence of a Change Order (sometimes called a "Notice to Proceed") defined in Article I of these General Conditions of the Contract, directing the Contractor to perform such changes. A request for a change in the provisions of this Contract may be submitted to the Awarding Authority by the Contractor, Designer, or OPM. The request must be made in writing and in accordance with the provisions of this Contract, Laws, and the procedures of the Awarding Authority.
   B. A Change Order may be issued by the Awarding Authority for changes in the Work within the scope of the Contract, including but not limited to, changes in: (1) the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the Owner-furnished facilities, equipment, materials, services or Site; (4) the schedule for performance of the Work.
   C. The Contractor shall immediately perform any Change Order work that is ordered by the Awarding Authority.
   D. Whenever a Change Order is issued and said Change Order will cause a change in the Contractor’s cost, the Contractor or the Awarding Authority may request an equitable adjustment in the Contract Price. A request for such an adjustment shall be in writing and shall be submitted by the party making such claim to the other party before commencement of the pertinent work or as soon thereafter as possible.
   E. The Awarding Authority and the Contractor shall negotiate in good faith an agreement on an equitable adjustment in the Contract Price, and/or time if appropriate, before commencement of the pertinent work or as soon thereafter as is possible. In the absence of an agreement for an equitable adjustment, the Awarding Authority shall unilaterally determine the costs attributable to the change and provide the Contractor with a written notice to that effect. The Contractor may
appeal the decision of the Awarding Authority within thirty days of receipt of said notice, to the chief executive official of the Awarding Authority or his designee. However, if the Contractor shall exercise its rights to appeal the decision of the Awarding Authority as aforesaid, the Contractor shall be required to engage in the mandatory mediation procedures set forth in Section 5 of this Article VII.

F. During the negotiation of an equitable adjustment in the Contract Price, the Contractor shall, if requested, provide the Awarding Authority with all cost and pricing data used by him in computing the amount of the equitable adjustment, and the Contractor shall certify that the pricing data used was accurate, complete and current. If the Awarding Authority subsequently determines that the data submitted by the Contractor was incomplete, incorrect or not current, the Awarding Authority may exclude such data from consideration under the equitable adjustment request.


A. Equitable adjustments in the Contract Price shall be determined according to one of the following methods, or a combination thereof, as determined by the Awarding Authority: (1) fixed price basis, provided that the fixed price shall be inclusive of items (a) through (e) below and shall be computed in accordance with those provisions; (2) estimated lump sum basis to be adjusted in accordance with Contract unit prices or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment; (3) time and materials basis to be subsequently adjusted on the basis of actual costs (but subject to a predetermined "not to exceed limit") calculated as follows:

(a) the direct cost (or credit) for labor at the minimum wage rates established for this Contract pursuant to M.G.L. c. 149, s 26-27H, and the direct cost for material and use of equipment;
(b) plus (or minus) the cost of Workmen’s Compensation Insurance, Liability Insurance, Federal Social Security and Massachusetts Unemployment Compensation, or as an alternative the Contractor may elect to use a flat 30% of the total labor rate computed in accordance with subparagraph (a) above;
(c) plus an allowance equal to 20% of the amount of (a) above for overhead, superintendence and profit; (In the case of Item 1 work, which is the work of the Contractor and all his non-filed Subcontractors, said 20% allowance shall be paid to the Contractor and the Contractor and said non-filed Subcontractors shall agree upon the distribution of this amount as a matter of contract between them. In the case of Item 2 work, which is work performed by a Subcontractor filed pursuant to M.G.L. c. 149, s. 44F, said 20% allowance shall be paid to the filed Subcontractor, it being understood that this provision does not apply to other Subcontractors including sub-Subcontractors listed under paragraph E of the form for sub-Bid);
(d) plus, for work performed by a Subcontractor filed pursuant to M.G.L. c. 149, s. 44F, an additional allowance equal to 7% of the sum of (a) through (c) above as full compensation to the Contractor for processing forms and assuming full responsibility for the faithful performance of such work by said filed Subcontractor(s);
(e) plus (or minus) the actual direct premium cost of payment and performance bonds required of Contractor and filed Subcontractors for this Contract.

B. If the net change is an addition to the Contract Price, it shall include the Contractor’s overhead, superintendence and profit. On any change that involves a net credit, no allowance for overhead, superintendence, and profits shall be included. For any change that does not include labor performed or materials installed in the project, there will be no markup for the Contractor’s overhead, superintendence, and profit, even though there may be a net increase in the Contract Price. Charges for small tools known as “tools of the trade” are not to be computed in the amount of any change in the Contract Price.

C. Statutory Contract adjustments made under the provisions of M.G.L. c. 149, s.44F shall not be considered Change Orders and shall not entitle the Contractor to any adjustments for overhead, profit, and superintendence, although the Awarding Authority may require that such Contract adjustments be processed on standard Change Order and equitable adjustment forms.


The Contractor agrees to perform all Work as directed by the Awarding Authority, and if the OPM determines that certain Work that the Contractor believes to be or to warrant a Change Order under this Article does not represent a change in the Work, the Contractor shall perform said Work. The Contractor shall be deemed to have concurred with the OPM’s determination as aforesaid unless
the Contractor shall perform Work under protest in compliance with the following sub-paragraphs (1) and (2) below:

(1) If the Contractor claims compensation for a change in the Work that is not deemed by the OPM to be a change or to warrant additional compensation as claimed by the Contractor, the Contractor shall on or before the first working day following the commencement of any such work or the sustaining of any such damage submit to the Designer, OPM and the Awarding Authority a written statement of the nature of such work or claim. The Contractor shall not be entitled to additional compensation for any work performed or damage sustained for which written notice is not given within the time limit specified in the preceding sentence, even though similar in character to work or damage with respect to which notice is timely given.

(2) On or before the second working day after the commencement of such work or the sustaining of such damage, and daily thereafter, the Contractor shall file to the extent possible with the OPM, the Designer, and the Awarding Authority, itemized statements of the details and costs of such work performed or damage sustained.


A. Criminal Penalties: The Contractor’s attention is directed to M.G.L. c. 30, s. 39I, which provides criminal penalties for unauthorized deviations from the Plans and Specifications, and to M.G.L. c. 30, s. 39J. The Contractor’s attention is also directed to M.G.L. 266, s. 67B which provides criminal penalties for false claims by Contractor under this Contract:

"Whoever makes or presents to any employee, department, agency or public instrumentality of the commonwealth, or of any political subdivision thereof, any claim upon or against any department, agency, or public instrumentality of the commonwealth, or any political subdivision thereof, knowing such claim to be false, fictitious, or fraudulent, shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than five years, or in the house of correction for not more than two and one-half years, or both."

B. Differing Site Conditions (M.G.L. c. 30, s. 39N): "If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing Site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."

C. Timely Decision By Awarding Authority( M.G.L. c. 30, s. 39P): "Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made."

5. Mandatory Mediation.
In the case of every dispute where the dollar amount in dispute (or the estimated dollar value of the extension of time in dispute) is $50,000 or more and the Contractor appeals the decision of the chief executive officer of the Awarding Authority or his designee described in Section 4.B above, the Awarding Authority and the Contractor shall engage in good faith in a non-binding mediation process, which process shall be concluded within sixty days from the date that the Contractor files an appeal from said decision as provided in Section 4.B above. In the case of such disputes where the dollar amount in dispute (or the estimated dollar value of the extension of time in dispute) is $500,000 or more, the parties shall, if the mediation process fails, submit the dispute to a third-party Neutral which shall within sixty days render a non-binding advisory opinion. Unless the parties have previously agreed in writing to a process for submitting disputes to mediation, the Awarding Authority shall determine in its reasonable discretion the procedures to be followed and shall give the Contractor notice of the same in writing within 7 days of the date that the Awarding Authority receives notice of the Contractor's appeal from the decision of the chief executive officer of the Awarding Authority or his designee. The mediator shall be selected jointly by the parties to this Contract. The cost of the services of any mediator selected jointly by the parties to this Contract or jointly by mediators selected by the parties to this Contract shall be borne equally by the Contractor and the Awarding Authority.

ARTICLE VIII: PAYMENT PROVISIONS

1. Schedule of Values.
   Before the first application for payment the Contractor shall submit to the Designer and the Awarding Authority a schedule of values allocated to various portions of the Work in sufficient detail to reflect the various major components of each trade (with filed Subcontractors as well as MBE/WBE noted), including quantities when requested, aggregating the total Contract Price and divided so as to facilitate payments for work under each section of the Specifications. The schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Designer or the Awarding Authority may require. Each item in the schedule shall include its proper share of overhead and profit. When Approved by the Designer and the Awarding Authority, it shall constitute the Schedule of Values and shall be used only as a basis for the Contractor's requests for payments.

2. Payment Liabilities of Contractor.
   A. The Contractor shall pay to the Owner all expenses, losses and damages, as determined by the Awarding Authority or the Designer, incurred in consequence of any default, defect, omission or mistake of the Contractor or his employees or Subcontractors or the making good thereof.
   B. If the Work (or a portion thereof) is not completed to Substantial Completion and the Contractor has not satisfied the requirements for the issuance of a Certificate of Occupancy by the date specified in Article 2 of the Owner-Contractor Agreement, the Contractor shall pay to the Owner liquidated damages as provided in Article VI, Section 2 of these General Conditions of the Contract.

3. Retention of Moneys by Awarding Authority.
   A. The Awarding Authority may keep any moneys which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to (1) the Owner's expenditures for the Contractor's account, (2) to secure the Awarding Authority's remedies against the Contractor for the Contractor's breach of its obligations under this Contract or the breach of any person performing any part of the Work and (3) the payment of any expenses, losses or damages incurred by the Awarding Authority or any agency of the Commonwealth as a result of the failure of the Contractor to perform its obligations hereunder. The Awarding Authority may retain, until all claims are settled, such moneys as the Awarding Authority estimates to be the fair value of the Awarding Authority's claims against the Contractor, and of all claims for labor performed or furnished and for materials used or employed in or in connection with the Work and for the rental of vehicles, appliances and equipment employed and for the employment of substitute contractors and labor in connection with the Work filed in accordance with M.G.L. c. 30, s. 39A and s. 39F. The Awarding Authority may make such settlements and apply thereto any moneys retained under this Contract.
   B. The Contractor shall each week examine all claims so filed, and if the same are in any respect incorrect or do not correctly show the amount due from the Contractor to the claimant for such labor and materials, the Contractor shall forthwith file with the Awarding Authority a separate
written statement of all inaccuracies in each claim and of the correct amount due from the Contractor to each claimant therefore, and shall immediately file a statement of all payments thereafter made to such claimants. Each such statement shall be sworn to and contain a detailed breakdown required by M.G.L. c. 30 s. 39F(d) and (e). Unless such statements are so filed by the Contractor the amount shown by the claims filed shall at the option of the Awarding Authority be conclusively deemed to be the accurate amount due from the Contractor therefore in all accounting with the Awarding Authority. If the moneys retained under this Contract are insufficient to pay the sums found by the Awarding Authority to be due under the claims for labor and materials filed as aforesaid, the Awarding Authority may, at its discretion, pay the same, and the Contractor shall repay to the Awarding Authority all sums paid out. The Awarding Authority may also at its discretion use any moneys retained, due or to become due under this Contract, for the purpose of paying for both labor and materials used or employed in the Work for which claims have not been filed with the Awarding Authority.

C. No moneys retained under the provisions of this Article shall be held to be statutory security for the payment of claims filed in accordance with the provisions of M.G.L. c. 149, s. 29, as amended, for which security is provided by bond.

4. Applications for Payment.

A. The Contractor shall, once in each month on the day of the month corresponding to the day of the month specified in the Notice to Proceed referenced in Article 2 of the Owner - Contractor Agreement, on forms provided and in the manner prescribed by the Awarding Authority, submit to the Awarding Authority a statement showing the total amount of Work done to the time of such estimate and the value thereof as approved by the OPM and the Designer. It shall be the sole responsibility of the Contractor to deliver or cause to be delivered to the OPM (the "designee" as provided by M.G.L. c. 30, s. 39K) said periodic estimate in proper form, approved as provided above and arithmetically correct. All periodic estimates shall contain such certifications and other evidence supporting the Contractor's right to payment as the Awarding Authority may require, including without limitation, lien waivers and other evidence, on such forms as the Awarding Authority may require, establishing that title to the equipment or materials is unencumbered and has been transferred to the Owner. If there is no OPM assigned to the Contract, the designee shall be the designee. If there is neither an OPM nor a Designer the designee shall be a person designated by the Awarding Authority at the project field office or alternatively the home office of the Awarding Authority. The Contractor shall include in such periodic estimate only such materials as are incorporated in the Work, except as provided in paragraph C below. The Awarding Authority shall retain five percent of such estimated value as part security for the completion of the Work and shall pay to the Contractor while carrying on the Work the balance not retained as aforesaid, subject to the Approval of the Awarding Authority after deducting therefrom all previous payments and all sums to be kept under the provisions of this Contract.

B. Each periodic estimate shall constitute the Contractor's representation that (1) the payment then requested to be disbursed has been incurred by the Contractor on account of the Work and is justly due to Subcontractors or, to the Contractor in the case of other Work performed by the Contractor on account thereof, (2) the materials, supplies and equipment for which Application for Payment is being submitted have been installed or incorporated into the Work or have been stored at the Site or at such off Site storage locations as the Awarding Authority shall have Approved, (3) the materials, supplies and equipment are insured in accordance with the provisions of this Contract, (4) the materials, supplies and equipment are owned by the Owner and are not subject to any liens or encumbrances, (5) the Work which is the subject of such periodic estimate has been performed in accordance with the Contract Documents and (6) that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of such periodic estimate. The Contractor's attention is directed to the criminal penalties for false claims referenced in paragraph A above.

C. The Contractor may include in a periodic estimate the value of materials or equipment delivered at the Site (or at some location agreed to in writing) only upon delivery to the Awarding Authority of: (1) an acceptable transfer of title on the form provided by the Awarding Authority; (2) written certification by the Contractor (or applicable subcontractor) on the form provided by the Awarding Authority that the Contractor (or the Subcontractor which executed the transfer of title) is the lawful owner and that the materials or equipment are free from all encumbrances, accompanied by receipted invoices or other acceptable proof of prior payment for such materials; (3) a stored materials insurance binder that covers the materials for which payment is requested, that names the Owner as an insured party should the stored materials be subjected to any casualty, loss, or theft prior to their inclusion in the Work. The material(s) or equipment must, in the judgment of the Designer (1) meet the
requirements of the Contract, including prior shop drawing, product data, and sample approval, (2) be ready for use, and (3) be properly stored by the Contractor and be adequately protected until incorporated into the Work. See also Article V.5.C of these General Conditions of the Contract concerning the cost of inspections.

D. The Awarding Authority may make changes in any periodic estimate submitted by the Contractor in accordance with M.G.L. c.30, s. 39K (see below) and the payment due shall be computed in accordance with the changes so made. The provisions of said section 39K shall govern payments on which the Awarding Authority has made changes.

E. No certificate for payment and no progress payment shall constitute acceptance of Work that is not in accordance with the Contract Documents.

F. The Contractor and all Subcontractors furnishing labor on this Contract agree to furnish certified payroll reports if requested to do so, at no additional expense to the Awarding Authority. The Awarding Authority may at all reasonable times audit such reports.

5. Periodic Payments (M.G.L. c. 30, s. 39K).
The Awarding Authority shall make payment to the Contractor in accordance with M.G.L. c. 30, s. 39K.

6. Payment of Subcontractors (M.G.L. c. 30, s. 39F).
The Contractor shall make payments to Subcontractors in accordance with M.G.L c.30, s. 39F which is quoted in this section below. For the purposes of this Contract, the word "forthwith" appearing in paragraph (1) (a) of c. 30, § 39F shall be deemed to mean "within five (5) business days."

7. Final Payment; Release of Claims by Contractor.
Upon Final Acceptance of the Work the Contractor shall be entitled to payment of the balance of the Contract Price. Final payment shall be as provided in this Article above and in accordance with any process set forth in the Supplementary General Conditions. The Contractor agrees to execute a Certificate of Final Inspection, Release (with Contractor’s own exceptions listed thereon) and Acceptance as a condition precedent to Final Payment. The acceptance by the Contractor of the Final Payment made as aforesaid, or the execution of the Certificate of Final Acceptance by the Contractor, shall constitute a release of the Owner, the Awarding Authority, the Designer, and every member and agent of any of them, from all claims of and liability to the Contractor for anything done or furnished for or relating to the Work, or for any act or neglect of the Owner, the Designer, or of any person relating to or affecting the Work, except the claim against the Owner or the Designer for the remainder, if any there be, of the amounts set forth by the Contractor in the Certificate of Final Inspection, Release and Acceptance. Final Acceptance shall not relieve Contractor of the requirements of Articles IX, XIV, and XV of these General Conditions of the Contract, or of other provisions of this Contract, to the extent that the same are intended to survive Final Acceptance.

ARTICLE IX. GUARANTEES AND WARRANTIES

1. General Warranty.
If at any time during the period of one (1) year from the date of the issuance of the Certificate of Occupancy by the Awarding Authority or the date of Final Acceptance, whichever occurs first, any part of such Work shall in the reasonable opinion of the Awarding Authority be defective or require replacing or repairing, or damage to other property of the Owner is caused by any defect in the Work, the Awarding Authority shall notify the Contractor in writing to make the required repairs or replacements and repair such damage. If the Contractor shall neglect to commence such repairs or replacements to the satisfaction to the Awarding Authority within ten (10) days from the date of the giving of such notice, then the Awarding Authority may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Awarding Authority all amounts which it expends for such repairs, replacements, and/or damages. During this one-year guarantee period any corrective work shall be performed under all the applicable terms of this Contract, and if Change Orders are issued in accordance with the terms of this Contract, the Contractor shall be entitled to compensation for special insurance, as required. This one-year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

2. Special Guarantees and Warrantees.
A. The Contractor's obligation to correct Work as set forth in paragraph 1 above is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various sections of the Specifications.

B. Guarantees and warranties required in the various sections of the Specifications must be delivered to the Owner before final payment to the Contractor may be made, or in the case of guarantees and warranties which originate with a subcontractor's section of the Work, before final payment for the amount of that subtrade or for the phase of Work to which the guarantee or warranty relates.

C. The failure to deliver a required guarantee or warranty shall constitute a failure to fully complete the Work in accordance with the Contract Documents and a breach of the Owner-Contractor General Contract.

ARTICLE X: MISCELLANEOUS LEGAL REQUIREMENTS.

1. Contractor to be Informed.
The Contractor shall inform itself of all existing and future Laws 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 orders and decrees of bodies or tribunals having any applicable jurisdiction or authority over the Work.

2. Compliance with all Laws.
The Contractor shall cause all persons employed in the performance of the Work to comply with all existing and future Laws, including but not limited to those set forth below:

   A. Corporate Disclosures. The Contractor, if a foreign corporation, shall comply with M.G.L. c. 181, s.3 and s. 5, and M.G.L. c. 30, s.39L.

   A ½. Employment Eligibility Verification

   The Contractor shall comply with Federal Department of Homeland Security Requirements in hiring any and all "Employees" to be employed in the Project who are required to be listed in the certified payroll reports for the Project. Such compliance shall include, but not be limited to the faithful completion of the Federal Department of Homeland Security Form I-9 process by the Contractor for each of its Employees. The Contractor shall execute a Certificate of Compliance with Employment Eligibility Verification Requirements (I-9 Certificate) with the execution of its Contract. The Contractor shall require each of its subcontractors and sub subcontractors to execute and provide to Contractor an I-9 Certificate with the execution of each subcontract, and Contractor shall immediately provide a copy to the Awarding Authority. Contractor acknowledges that the weekly workforce report form contained in the contract documents, which must be submitted by the Contractor on a weekly basis, contains a statement that the Form I-9 process was faithfully completed for all employees listed on the weekly certified payroll report. By the signature of the Contractor’s Authorized Signatory on the I-9 Certificate, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker. The Contractor understands and agrees that breach of any of these terms during the period of a contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

   B. Veterans Preference.

   In the employment of mechanics and apprentices, teamsters, chauffeurs, and laborers in the performance of Work in the Commonwealth, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment and who are veterans as defined M.G.L. c.4, s.7 (34), and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States.

   C. Prevailing Wages. The Contractor shall comply with M.G.L. c. 149, s. 26- 27H. The prevailing wage schedule is found in Exhibit A to the Instructions to Bidders, listing the prevailing minimum wage rates that must be paid to all workers employed in the Work. The Awarding
Authority is not responsible for any errors, omissions, or misprints in the said schedule. Such Schedule shall continue to be the minimum rate wages payable to workers employed in the Work throughout the term of this Contract, subject to the exceptions provided in M.G.L. c.149, s. 26-27H. The Contractor shall not have any claim for extra compensation from the Owner if the actual wages paid to workers employed in the Work exceeds the rates listed on the schedule or as otherwise provided by law. The Contractor shall cause a copy of said Schedule to be kept in a conspicuous place at the Site during the term of the Contract. If reserve police officers are employed by the Contractor, they shall be paid the prevailing wage of regular police officers. (See M.G.L. c.149, s.34B).

D. Payroll Records and Statement of Compliance. The Contractor shall comply and shall cause its Subcontractors to comply with Massachusetts General Law c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on the a project for which the prevailing wage rates have been provided. The Contractor and all Subcontractors shall keep these records and preserve them for a period of three years from the date of completion of the Contract. Such records shall be open to inspection by any authorized representative of the Owner at any reasonable time, and as often as may be necessary. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the Awarding Authority. In addition, the Contractor and each Subcontractor shall furnish to the Awarding Authority within fifteen days after completion of its portion of the Work a signed Statement of Compliance in the form required by c. 149, § 27B.

E. Vehicle operators. If the Director of the Department of Labor and Workforce Development has established a Schedule of wage rates to be paid to the operators of trucks, vehicles or equipment for the Work, the Contractor shall be obligated to pay such operators at least the minimum wage rate contained on such Schedule. (See M.G.L. c.149, s.26-27H).

F. Eight Hour Day. The Contractor shall comply with M.G.L. c. 149, s. 30, 34 and 34A which provide that no laborer, workman, mechanic, foreman or inspector working within the Commonwealth in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or part of the Work shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of extraordinary emergency.

G. Timely Payment of Wages. The Contractor shall comply with, and shall cause its Subcontractors to comply with M.G.L. c. 149, s. 148 which requires the weekly or biweekly payment of employees within six days of the end of the pay period during which wages were earned if employed for five or six days of a calendar week, and within other periods of time under certain circumstances as set forth therein.

H. Lodging, etc. The Contractor shall comply with, and shall cause its Subcontractors to comply with M.G.L. c. 149, s. 25 which provides that every employee under this Contract shall lodge, board and trade where and with whom he elects, and neither the Contractor nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

I. Truck Rates. The use by the Contractor of trucks or other motor vehicles hired from either common or contract motor carriers in the course of performance of this Contract is subject to such minimum rates and charges, and rules and regulations as may from time to time be promulgated by the Department of Public Utilities of the Commonwealth of Massachusetts or other agency of the State of Federal government which may be authorized by law to set rates or otherwise regulate the use of such vehicles. The Contractor expressly assumes the risk of any additional expense that may arise by reason of any change in such minimum rates and charges, and rules and regulations, and shall be entitled to no additional compensation or reimbursement by reason thereof.

ARTICLE XI: CONTRACTOR'S ACCOUNTING METHOD REQUIREMENTS (M.G.L. c. 30, s. 39R)

1. Definitions. The words defined herein shall have the meaning stated below whenever they appear in this Article XI:

"Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a Contract pursuant to M.G.L. c. 30, s. 39M, M.G.L. c. 149, s. 44A-J, and M.G.L. c. 7, s. 30B-P.
"Contract" means any Contract awarded or executed pursuant to M.G.L. c. 30, s. 39M, M.G.L. c. 149, s.44A-J, and M.G.L. c. 7, s. 30B-P, which is for an amount or estimated amount greater than one hundred thousand dollars.

"Independent Certified Public Account" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is in fact independent. In determining whether an accountant is independent with aspect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

"Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

"Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.

Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

2. **Record Keeping.**

A. The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

B. Until the expiration of six years after final payment, the Inspector General, DCAM, and the Awarding Authority shall have the right to examine any books, documents, papers or records of the Contractor and Subcontractors that directly pertain to, and involve transactions relating to the Contractor and Subcontractors.

C. The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Awarding Authority including the date of the change and reasons therefore, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.

D. The Contractor represents that it has, prior to the execution of the Contract, filed a statement of management on internal accounting controls as set forth in Section 3 below.

E. The Contractor represents that it has, prior to the execution of the Contract, filed an audited financial statement for the most recent completed fiscal year as set forth in section 4 below and will continue to file such statement annually during the term of the Contract.

3. **Statement of Management Controls.**

A. The Contractor shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

1. transactions are executed in accordance with management's general and specific authorization;
2. transactions are recorded as necessary to: (a) to permit preparation of financial statements in conformity with generally accepted accounting principles, and (b) to maintain accountability for assets;
3. access to assets is permitted only in accordance with management's general or specific authorization; and
4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

B. The Contractor shall file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
whether the representations of management in response to subparagraph 3 above are consistent with the results of management's evaluation of the system of internal accounting controls; and
whether such representations of management are reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statement.

4. **Annual Financial Statement.**
   A. Every Contractor awarded a contract shall annually file with DCAM during the term of the Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.
   B. The office of Inspector General and DCAM shall have the right to enforce the provisions of this Article. A Contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to M.G.L. c. 149, s. 44C.

5. **Bid Pricing Materials.**
   The Contractor shall save the written calculations, pricing information, and other data that the Contractor used to calculate the bid that induced the Awarding Authority to enter into this Contract (the "Bid Pricing Materials") for at least six years after the Awarding Authority makes final payment under this Contract.

**ARTICLE XII: INSURANCE REQUIREMENTS**

1. **Insurance Generally.**
   A. The Contractor shall take out and maintain the insurance coverages listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.
   B. All policies shall be written on an occurrence basis and be issued by companies authorized to write that type of insurance under the laws of the Commonwealth and rated in Best's Insurance Guide (or any successor thereto or replacement thereof) as having a general policy holder rating of "A" or better and a financial rating of at least "9" or otherwise acceptable to the Awarding Authority.
   C. Contractor shall submit three originals of each certificate of insurance, acceptable to the Awarding Authority, simultaneously with the execution of this Contract. Certificates shall show the Awarding Authority and the Owner as an additional insured as to all policies of liability insurance and shall state that Contractor has paid all premiums and that none of the coverages shall be cancelled, terminated, or materially modified unless and until 30 days prior notice is given in writing to the Awarding Authority. Contractor shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Awarding Authority shall at all times possess certificates indicating current coverage. Certificates shall indicate that the contractual liability coverage, and Contractor's Protective Liability coverage is in force. Certificates shall include specific acknowledgment that the following coverages are included in the policies:
      -Contractual liability
      -Contractor’s protective
      -Owner as additional insured by form CG2010 (11/85 ed.) to the general liability
      -Owner as additional insured to automobile liability, umbrella liability, and pollution liability
      -General Liability is endorsed with CG2404, Waiver of Subrogation, in favor of the Owner
      -Builder’s Risk or Installation Floater includes Owner, Contractor and subcontractors of any tier as named insureds. Builder’s Risk or Installation floater is on an All Risk basis including earthquake and flood.
   D. The Contractor shall file one certified copy of all policies with the Awarding Authority within sixty days after Contract award. If the Awarding Authority or the Owner is damaged by the Contractor's failure to maintain such insurance and to comply with the terms of this Article, then the Contractor shall be responsible for all costs and damages to the Owner attributable thereto.
   E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Awarding Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
2. Contractor's Commercial General Liability.
   A. The Contractor shall provide the following minimum general liability coverage with respect to
      the operations performed by Contractor and any employee, subcontractor, or supplier, unless a higher
      coverage is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor
      shall provide the additional coverage:
         Bodily Injury & Property Damage Products & Completed Operations
         $1,000,000 each occurrence $2,000,000 general aggregate, per project $1,000,000 annual aggregate
         Personal & Advertising Injury
         $1,000,000 each occurrence
         Medical Expenses
         $10,000
   B. This policy shall include coverage relating to explosion, collapse, and underground property
      damage.
   C. This policy shall include contractual liability coverage.
   D. The completed operations coverage shall be maintained for a period of three (3) years after
      Substantial Completion.
   E. If the Work includes work to be performed within 50 feet of a railroad, any exclusion for liability
      assumed under contract for work within 50 feet of a railroad shall be deleted.
   F. This policy shall include endorsement CG2010 (10/85 edition), Owner as Additional Insured

   A. The Contractor shall provide the following minimum coverage with respect to the operations
      of any employee, including coverage for owned, non-owned, and hired vehicles, unless a higher
      coverage is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor
      shall provide the additional coverage:
         Combined Single Limit
         $1,000,000
   B. The policy shall include a CA9948 Pollution Endorsement and shall name the Owner as an
      Additional Insured.

4. Pollution Liability.
   The Contractor shall provide coverage for bodily injury and property damage resulting from liability
   arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank
   removal, removal of contaminated soil, etc. The Awarding Authority and the Owner shall be named
   as an additional insured and coverage must be on an occurrence basis. The amount of coverage shall
   be $1,000,000 per occurrence and $3,000,000 in the aggregate unless a higher amount is specified
   in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the
   additional coverage.

5. Worker's Compensation.
   A. The Contractor shall provide the following coverage in accordance with M.G.L. c.149 §34A
      and c.152 as amended, unless a higher coverage is specified in Exhibit B to the Owner - Contractor
      Agreement, in which case the Contractor shall provide the higher coverage:
         Worker's Compensation
         Part One Employers Liability
         Provide Statutory Minimum $ 500,000 each accident
         Part Two $ 500,000 disease per employee
         $ 500,000 disease policy aggregate
   B. If specified in Exhibit A to the Owner - Contractor Agreement the policy must be endorsed to
      cover United States Longshoremen & Harborworkers Act (USLHW), Maritime Liability for
      $1,000,000/$1,000,000, or Federal Employer's Liability Act liability.

   A. The Contractor shall provide coverage against loss or damage on all Work included in this
      Contract in an amount equal to the Contract Price. Such coverage shall be written on an all risks
      basis or equivalent form and shall include, without limitation, insurance against perils of fire (with
      extended coverage) and physical loss or damage including, without duplication of coverage, theft,
      vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V")
flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss. This policy and/or installation floater shall indicate if Stored Materials coverage is provided as required below.

B. When Work will be completed on existing buildings owned by the Owner, the Contractor shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss. This policy and/or installation floater shall indicate if Stored Materials coverage is provided as required below.

C. The Contractor shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at some approved off Site location shall be forthwith replaced by the Contractor at no expense to the Awarding Authority.

D. The policy or policies shall specifically state that they are for the benefit of and payable to the Awarding Authority, Owner, the Contractor, and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Awarding Authority, Owner, the Contractor, and Subcontractors of any tier as named insureds.

E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

F. Coverage shall include temporary occupancy and waiver of subrogation.

7. Umbrella Coverage.
The Contractor shall provide Umbrella Coverage in form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the higher amount.

<table>
<thead>
<tr>
<th>Contract Price:</th>
<th>Umbrella Coverage:</th>
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<tbody>
<tr>
<td>Under $1,000,000</td>
<td>$2,000,000</td>
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<tr>
<td>$10,000,001 and over</td>
<td>$25,000,000</td>
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8. Additional types of Insurance.
The Contractor shall provide such other types of insurance as may be required by Exhibit A to the Owner - Contractor Agreement.

ARTICLE XIII: INDEMNIFICATION

1. Generally.
To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, Awarding Authority and Designer and their officers, agents, divisions, agencies, employees, representatives, successors and assigns from and against all claims, damages, losses and expenses, including but not limited to court costs and attorneys’ fees, arising out of or resulting from the performance of the Work, including but not limited to those arising or resulting from:
- labor performed or furnished and/or materials used or employed in the performance of the Work;
- violations by Contractor, any Subcontractor, or by any person directly or indirectly employed or used by any of them in the performance of the Work or anyone for whose acts any of them may be liable (Contractor, subcontractor and all such persons herein collectively called "Contractor's Personnel") of any Laws;
- violations of any provision of this Contract by any of Contractor's Personnel;
- injuries to any persons or damage to any property in connection with the Work;
- any act, omission, or neglect of Contractor's Personnel.
The Contractor shall be obligated as provided above, regardless of whether or not such claims, damages, losses and/or expenses, are caused in whole or in part by the actions or inactions of a party indemnified hereunder. In any and all claims by Contractor's Personnel against parties indemnified hereunder, the Contractor's indemnification obligation set forth above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article XV.

2. Designer's Actions.
The obligations of the Contractor under Section 1 above shall not extend to the liability of the Designer, its agents or employees, arising out of (i) the preparation or approval of maps, Drawings, opinions, reports, surveys Change Orders, designs or specifications, or (ii) the giving of or the failure to give directions or instructions by the Designer, its agents to employees provided such giving or failure to give is the primary cause of the injury or damage.

The provisions of this Article XV are intended to survive Final Acceptance and/or any termination of this Contract.

ARTICLE XIV: PERFORMANCE AND PAYMENT BONDS

1. Contractor Bonds.
   A. The Contractor shall provide performance and payment (labor and materials) bonds in the form provided by the Awarding Authority, executed by a surety licensed by the Commonwealth of Massachusetts Division of Insurance. Each such bond shall be in the amount of the Contract Price.
   B. If at any time prior to final payment to the Contractor, the Surety:
      -is adjudged bankrupt or has made a general assignment for the benefit of its creditors;
      -has liquidated all assets and/or has made a general assignment for the benefit of its creditors;
      -is placed in receivership;
      -otherwise petitions a state or federal court for protection from its creditors; or
      -allows its license to do business in Massachusetts to lapse or be revoked;
   then the Contractor shall, within 21 days of any such action listed above, provide the Awarding Authority with new performance and payment bonds as described in Paragraph A above. Such bonds shall be provided solely at the Contractor's expense.

2. Subcontractor Bonds.
   A. If the Contractor provided in its General Bid that any or all filed subcontractors shall provide the Contractor with payment and performance bonds for the full amount of their respective Subcontracts, then the costs for said bonds shall be the responsibility of the Contractor.
   B. If the Contractor provided in its General Bid that filed Subcontractors shall provide bonds, and subsequently waives the requirement, the Contractor shall give the Awarding Authority a written certification that the Contractor understands that if the filed Subcontractor defaults or is terminated, the Contractor shall have full responsibility for all costs and expenses related to said default or termination but shall be entitled to a credit adjustment to the Contract Price in an amount equal to the bond premium Contractor would have paid had Contractor required the filed Subcontractor to provide such bonds.

ARTICLE XV: TERMINATION OF CONTRACT

1. Termination for Cause.
   A. The Awarding Authority may without prejudice to any other right or remedy deem this Contract terminated for cause if any of the following defaults shall occur and not be cured within three (3) days after the giving of notice thereof by the Awarding Authority to the Contractor and any surety that has given bonds in connection with this Contract:
(1) The Contractor has filed a petition, or a petition has been filed against the Contractor with its consent, under any federal or state law concerning bankruptcy, reorganization, insolvency or relief from creditors, or if such a petition is filed against the Contractor without its consent and is not dismissed within sixty (60) days; or if the Contractor is generally not paying its debts as they become due; or if the Contractor becomes insolvent; or if the Contractor consents to the appointment of a receiver, trustee, liquidate, custodian or the like of the Contractor or of all or any substantial portion of its assets and such appointment or possession is not terminated within sixty (60) days; or if the Contractor makes an assignment for the benefit of creditors;

(2) The Contractor refuses or fails, except in cases for which extension of time is provided under this Contract's express terms, to supply enough properly skilled workers or proper materials to perform its obligations under this Contract, or the Designer has determined that the rate of progress required for the timely completion of the Work is not being met;

(3) The Contractor fails to make prompt payment to Subcontractors or for materials, equipment, or labor;

(4) All or a part of the Work has been abandoned;

(5) The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as expressly permitted in this Contract;

(6) The Contractor has failed to comply with Laws;

(7) The Contractor fails to maintain, or provide to the Awarding Authority evidence of the insurance or bonds required by this Contract, or

(8) The Contractor has failed to prosecute the Work or any portion thereof to the standards required under this Contract or has otherwise breached any material provision of this Contract.

B. The Awarding Authority shall give the Contractor and any surety notice of such termination for cause, but the giving of notice of such termination shall not be a condition precedent or subsequent to the termination's effectiveness. In the event of such termination, and without limiting any other available remedies, the Awarding Authority may, at its option:

(1) hold the Contractor and its sureties liable in damages for a breach of Contract;

(2) notify the Contractor to discontinue all work, or any part thereof, and the Contractor shall discontinue all work, or any part thereof, as the Owner may designate;

(3) complete the Work, or any part thereof, and charge the expense of completing the Work or part thereof, to the Contractor;

(4) require the surety or sureties to complete the Work and perform all of the Contractor's obligations under this Contract.

If the Awarding Authority elects to complete all or any portion of the Work as specified in (3) above, it may take possession of all materials, equipment, tools, machinery, implements at or near the Site owned by the Contractor and finish the Work at the Contractor's expense by whatever means the Awarding Authority may deem expedient; and the Contractor shall cooperate at its expense in the orderly transfer of the same to a new contractor or to the Awarding Authority as directed by the Awarding Authority. In such case the Awarding Authority shall not make any further payments to the Contractor until the Work is completely finished. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Site after the Owner has no further use for them. Unless so removed within fifteen days after notice to the Contractor to do so, they may be sold at public auction, after publication of notice thereof at least twice in any newspaper published in the county where the Work is being performed, and the proceeds credited to the Contractor’s account; or they may, at the option of the Awarding Authority, be stored at the Contractor’s expense subject to a lien for the storage charges.

C. Damages and expenses incurred under paragraph B above shall include, but not be limited to, costs for the Designer's extra services and OPM services required, in the opinion of the Awarding Authority, to successfully inspect and administer the construction contract through final completion of the Work.

D. Expenses charged under paragraph B above may be deducted and paid by the Awarding Authority out of any moneys then due or to become due the Contractor under this Contract.

E. All sums damages, and expenses incurred by the Owner to complete the Work shall be charged to the Contractor. In case the damages and expenses charged are less than the sum that would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

2. Termination For Convenience.
A. The Awarding Authority may terminate this Contract for convenience even though the Contractor is not in default by giving notice to the Contractor specifying in said notice the date of termination.

B. In case of such termination without cause, the Contractor shall be paid:
(1) all sums due and owing under this Contract through the date of termination, including any retainage withheld to the date of termination, less any amount which the Awarding Authority determines is necessary to correct or complete the Work performed to the date of termination; plus
(2) a reasonable sum to cover the expenses which Contractor would not have incurred but for the early termination of the Contract, such as demobilization of the work force, restocking charges, termination fees payable to Subcontractors.

C. The payment provided in paragraph B above shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, Subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

3. Contractor's Duties upon Termination for Convenience.
Upon termination of this Contract for convenience as provided in Section 2 of this Article, the Contractor shall: (1) stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the Site to the Awarding Authority in a safe condition; (5) transfer to the Awarding Authority all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all plans, Drawings, specifications and other information and documents used in connection with this Contract.

ARTICLE XVI: MISCELLANEOUS PROVISIONS

1. No Assignment by Contractor.
The Contractor shall not assign by power of attorney or otherwise, or sublet or subcontract, the Work or any part thereof, without the previous written consent of the Awarding Authority and shall not, either legally or equitably, assign any of the moneys payable under this Contract, or Contractor's claims hereunder, unless with the like consent of the Awarding Authority, whether said assignment is made before, at the time of, or after the execution of the Contract. The Contractor shall remain responsible for satisfactory performance of all Work sublet or assigned. Consent of the Awarding Authority shall not be deemed to constitute a representation or waiver of any right hereunder by the Awarding Authority as to the qualifications or the responsibility of the Contractor or Subcontractor(s).

2. Non-Appropriation.
If the Awarding Authority is unable to obtain an appropriation of funds sufficient to discharge its obligations under this Agreement for any fiscal year during the term of this Agreement, it shall not be obligated to make any further payments, and this Agreement may be terminated immediately by either the Awarding Authority or the Contractor, provided that the Awarding Authority shall make payment to the Contractor for obligations incurred during the period for which funding was included in an annual or supplemental appropriation.

3. Claims by Others Not Valid.
No person other than the Contractor shall acquire any interest in this Contract or claim against the Awarding Authority or Owner hereunder, and no claim by any other person shall be valid except as provided in M.G.L. c. 30, s. 39F of the General Laws.

No public official, employee, or agent of the Awarding Authority or Owner shall have any personal liability for the obligations of the Awarding Authority or Owner set forth in this Contract.

5. Severability.
The provisions of this Contract are severable, and if any of these provisions shall be held unconstitutional or unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the other provisions of this Contract.

This Contract shall be governed by the laws of the Commonwealth of Massachusetts for all purposes, without regard to its laws on choice of law. All proceedings under this Contract or related to the Project shall be brought in the courts of the Commonwealth of Massachusetts.

7. **Standard Forms.** NOT APPLICABLE

8. **No Waiver of Subsequent Breach.**
No waiver of any breach or obligation of this Contract shall constitute a waiver of any other or subsequent breach or obligation.

9. **Remedies Cumulative.**
All remedies of the Awarding Authority provided in this Contract shall be construed as cumulative and may be exercised simultaneously or in any order as determined by the Awarding Authority in its sole discretion. The Awarding Authority shall also be entitled as of right to specific performance and equitable relief including the right to an injunction against any breach of any of the provisions of this Contract.

10. **Notices.**
Notices to the Contractor shall be deemed given when hand delivered to the Contractor's temporary field office at or near the Site, or when deposited in the U.S. mail addressed to the Contractor at the Contractor's address specified in the Owner - Contractor Agreement, or when delivered by courier to either location. Unless otherwise specified in writing by the Awarding Authority, notices and deliveries to the Awarding Authority shall be effective only when delivered to the Awarding Authority at the address specified in the Owner - Contractor Agreement and date-stamped at the reception desk or for which a receipt has been signed by the agent or employee designated by the Awarding Authority to receive official notices.

**ARTICLE XVII: EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM.**

This Contract includes the provisions of the Awarding Authority's "Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program" attached as Appendix A to these General Conditions of the Contract and incorporated herein by reference.

**ARTICLE XVIII: GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES**

This Contract includes the provisions of the Awarding Authority's program relating to Goals for Participation by Minority Business Enterprises and Women Business Enterprises attached as Appendix B to these General Conditions of the Contract and incorporated herein by reference.
At a meeting of the Board of Directors of ____________________ duly called and held on ________________, 20_____ at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That ____________________________, the_________________________ of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper. A true copy

ATTEST:

______________________________________ (Affix Corporate Seal)
Signature

_____________________________  __________________________
Title  Date
CONTRACTOR CERTIFICATION

As evidenced by the signature of the Contractor’s Authorized signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of any City contract; that pursuant to federal and state requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

_____________________________
Contractor Authorized Signature

_____________________________
Printed Name

_____________________________
Date

Title_______________________Telephone:_____________________

Fax:________________________Email:____________________
OSHA CERTIFICATION REQUIREMENT

Effective July 1, 2006, all employees of a contractor to be employed on public building and public works worksites must have successfully completed at least a 10 hour course in construction safety and health approved by OSHA at the time the employee begins work.

I, ___________________________, as ______________________________, of the
(Print Name) (Position with the entity submitting bid)

joint venture/corporation/partnership or other legal entity submitting this bid for a public works project falling under §39M of Chapter 30 of the Massachusetts General Laws and Chapter 149 of the same, do hereby certify that any and all employees found on my worksite for this project have, or will have by the start of their work on the project, successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that was at least 10 hours in duration.

A copy of the OSHA completion cards for each employee must be submitted to the City of New Bedford before work on this project is to begin and must be supplemented as new employees are hired or contracted to work on this project.

_______________________________________, as
Signature

_______________________________________, of
Position

_______________________________________, on
Company/Corporation/Joint Venture/Partnership/Etc.

________________________
Date
This agreement (“Contract”) is made as of the ____ day of ________________, 20____, by and between the City of New Bedford acting by and through its ______________________________(Department)________________ with a principal place of business at 133 William Street, New Bedford, MA 02740 and ______________________________ with a principal place of business at __ _______________________________, hereinafter called the “Contractor.”

Terms used in this Owner - Contractor Agreement which are defined in the General Conditions of the Contract shall have the meanings designated therein.

The Awarding Authority and the Contractor agree as follows:

Article 1. Scope of Work. The Work under this Contract is defined as all work required by the Contract Documents for the construction of ______________________________, City of New Bedford Contract No. ______________________________, in accordance with and as described in the Plans and Specifications dated _____, 20______, prepared by ________________________________ (“Designer”), as modified by Addenda Nos. _____, dated ___20___.

Article 2. Time for Completion. The Contractor shall commence the Work under this Contract on the date specified in the written “Notice to Proceed,” and shall, within ____ days after such date, bring the Work to Substantial Completion and to the point at which a Certificate of Agency Use and Occupancy may be issued, and shall bring the Work to Final Acceptance within 45 days after the date specified for Substantial Completion.

Article 3. Contract Price. The Awarding Authority shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Approved Change Order(s), the Contract Price of ______________________________ Dollars ($ ______________________________). The Unit Prices, if any, approved by the Awarding Authority are those included in the Contractor’s General Bid. The following Alternates have been accepted and their costs are included in the Contract Price:

Alternate No(s):
Article 4. Approved Subcontractors. The filed Subcontractors listed in the Contractor’s General Bid submitted by the Contractor have been approved for the performance of the specified portions of the Work. No other filed Subcontractors and no non-filed Subcontractors shall be used for these or any other portions of the Work without the prior written approval of the Awarding Authority.

Article 5. Certifications. Pursuant to M.G.L. c. 62(c), s.49 (a), the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, s. 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States.

Article 6. The Contract Documents: The following documents form the Contract, are incorporated by reference herein, and are referred to as the “Contract Documents:”
- The Instructions to Bidders
- The General Bid submitted by the Contractor
- This Owner — Contractor Agreement
- The General Conditions of the Contract
- The Supplementary General Conditions
- The Plans and Specifications, including Addenda identified in Article 1 above
- All Approved Change Orders issued after execution of this Owner - Contractor Agreement

Article 7. Minority Business Enterprise and Women Business Enterprise Participation Goals and Minority/Women Workforce Utilization Percentages: The applicable goals, if any, for minority business enterprise and woman business enterprise participation established for this Contract are as follows:


The applicable minority workforce utilization percentage, if any, is ___________.

The applicable women workforce utilization percentage, if any, is ___________.

Article 8. Liquidated Damages. For the purposes of Article VI of the General Conditions of the Contract, liquidated damages for delay shall be as follows:

$ One Thousand ($1,000.00) dollars per day
In witness whereof, the parties hereto have caused this instrument to be executed under seal as of the date of _________________20__

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>City Of New Bedford,</th>
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<tbody>
<tr>
<td>By:</td>
<td>By: Jonathan F. Mitchell</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Mayor</td>
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<tr>
<th>CERTIFIED that funds are available</th>
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<tr>
<td>By: Robert Ekstrom</td>
</tr>
<tr>
<td>Title: Acting City Auditor</td>
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<tr>
<th>APPROVED as to Form and Legality</th>
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<tbody>
<tr>
<td>By: Eric Cohen</td>
</tr>
<tr>
<td>Title: Assistant City Solicitor</td>
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<tr>
<th>Chief Financial Office</th>
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<tbody>
<tr>
<td>By: Ari Sky</td>
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<tr>
<td>Title: Chief Financial Officer</td>
</tr>
<tr>
<td>Purchasing Department</td>
</tr>
<tr>
<td>-----------------------</td>
</tr>
<tr>
<td>_____________________</td>
</tr>
<tr>
<td>By: Susan Bruce</td>
</tr>
<tr>
<td>Title: Director of Purchasing</td>
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</tbody>
</table>
INSTRUCTIONS TO BIDDERS
For
AFFIRMATIVE ACTION ISSUES
for Public Works and Construction Projects

Office of Equal Opportunity & Contract Compliance
133 William Street, Room 208
New Bedford, Massachusetts 02740
ph: 508-979-1446 / fax: 508-991-6148
Revised May 2018
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA.01</td>
<td>Definitions</td>
<td>III-29</td>
</tr>
<tr>
<td>AA.02</td>
<td>Statement of Policy</td>
<td>III-34</td>
</tr>
<tr>
<td>AA.03</td>
<td>City of NB Ordinances - Synopsis</td>
<td>III-35</td>
</tr>
<tr>
<td>AA.04</td>
<td>Contractor’s Agreements under 11246</td>
<td>III-35</td>
</tr>
<tr>
<td>AA.05</td>
<td>Dept. of Labor, C.F.R. Parts 60-1, 60-6</td>
<td>III-36</td>
</tr>
<tr>
<td></td>
<td>Government Contractors, Affirmative Action Requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Segregated Facilities - A.A. Compliance Program</td>
<td></td>
</tr>
<tr>
<td>AA.06</td>
<td>Section 503 of the Rehabilitation Act of 1973</td>
<td>III-36</td>
</tr>
<tr>
<td>AA.07</td>
<td>/MBE/WBE Policy Requirement</td>
<td>III-37</td>
</tr>
<tr>
<td>AA.08</td>
<td>Contractor’s EEO/Records Monitor</td>
<td>III-38</td>
</tr>
<tr>
<td>AA.09</td>
<td>Bidder’s Eligibility</td>
<td>III-38</td>
</tr>
<tr>
<td>AA.10</td>
<td>Bid Submission Requirements</td>
<td>III-38</td>
</tr>
<tr>
<td>AA.11</td>
<td>Bid Approval or Disapproval (by EEO)</td>
<td>III-39</td>
</tr>
<tr>
<td>AA.12</td>
<td>Steps to Ensure a Responsive Bid</td>
<td>III-39</td>
</tr>
<tr>
<td>AA.13</td>
<td>Bid Award or Rejection</td>
<td>III-40</td>
</tr>
<tr>
<td>AA.14</td>
<td>Awarded Contractors Obligations</td>
<td>III-41</td>
</tr>
<tr>
<td></td>
<td>- Minimum Minority/Female Work Hours</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Apprentices/Trainees - Reports Required During Life of Project</td>
<td></td>
</tr>
<tr>
<td>AA.15</td>
<td>Recruitment/Referral Responsibilities</td>
<td>III-41</td>
</tr>
<tr>
<td>AA.16</td>
<td>Subcontracts</td>
<td>III-42</td>
</tr>
<tr>
<td>AA.17</td>
<td>Wage Rates</td>
<td>III-43</td>
</tr>
<tr>
<td>AA.18</td>
<td>Access to Compliance Info. &amp; Reports</td>
<td>III-43</td>
</tr>
<tr>
<td>AA.19</td>
<td>Noncompliance</td>
<td>III-44</td>
</tr>
<tr>
<td></td>
<td>- Investigation - Reports</td>
<td></td>
</tr>
<tr>
<td>AA.20</td>
<td>Noncompliance</td>
<td>III-44</td>
</tr>
<tr>
<td>AA.21</td>
<td>Sanctions</td>
<td>III-45</td>
</tr>
<tr>
<td>AA.22</td>
<td>Appeal of Sanctions</td>
<td>III-45</td>
</tr>
<tr>
<td>AA.23</td>
<td>Severability</td>
<td>III-46</td>
</tr>
<tr>
<td>Appendix A</td>
<td>Bid Submission Documents</td>
<td>III-4</td>
</tr>
</tbody>
</table>
AA.01: Definitions

Relevant to the requirements set forth in this bidding document

Construction Bidding Statutes*

Public Works Projects
Governed under Massachusetts General Laws, ch. 30, sec. 39M.
Includes all municipal contracts for construction, reconstruction, alteration, remodeling, and/or repair/s estimated to cost more than $10,000 which does not include work on a building. Includes the construction and repair of roads, bridges, water mains, sewers, and the like, as well as improvement to public land (i.e.: operation of a municipal landfill, removal of waste materials, grading, erosion control, and other forms of improvement and maintenance.

Also governs contracts of $50,000-150,000 for construction, reconstruction, installation, demolition, maintenance, or repair work on a building.

Building Projects
Governed under Massachusetts General Laws, Ch. 149, sec. 44.
Includes all contracts for the construction, reconstruction, installation, demolition, maintenance, or repair of a building at an estimated cost of more than $25,000.

Lowest Eligible & Responsible Bidder*
Massachusetts G.L. c. 30, sec. 39M; c. 149, sec. 44A state that the contract be awarded to the lowest eligible and responsible bidder.

Eligible means the bidder meets all of the requirements set forth in the bidding documents.

Responsible means the bidder possesses the skill, ability, and integrity to complete the job.

Reasonable Accommodations
Any change in work environment or the way job duties are customarily performed that enables individuals with disabilities to perform the essential functions of the job in issue, or that ensures equal opportunity for individuals with disabilities with respect to the application process or the enjoyment of benefits and privileges of employment.

Administering Agency
The agency that administers the city, state, state-assisted, or federally assisted contract awarded by the contracting agency

Contracting Agency
The agency that directly awards the contract

Contractor
Any general contractor and all subcontractors

* This information is taken directly from "Designing and Constructing Municipal Facilities: Legal Requirements; Recommended Practices; Sources of Assistance" Published by, William Francis Galvin, Secretary of the Commonwealth, Office of the Inspector General, Oct. 1989.
Minority / Women Business Enterprise

As defined by the Massachusetts SDO (State Diversity Office) (formerly known as SOMWBA). In summary, an MBE/WBE is a business at least fifty-one percent (51%) owned or controlled by minority/women group members, or an individual contractor or professional who is a minority/women group member (as defined by SDO).

Minority refers to:

Native American

A person having origin in any of the original people of North America, who is recognized as American Indian by a tribe or tribal organization or is recognized as such within his/her community.

Asian

A person having origin in any of the original people of the Far East, Southeast Asia, Indian Subcontinent, Korea, Philippines, and Samoa.

Black

A person having origin in any of the black racial groups of Africa.

Cape Verdean

A person having origin in any of the original people of the Cape Verde Islands.

Eskimo / Aleut

A person having origin in any of the original people of Northern Canada, Greenland, Alaska, and East Siberia.

Hispanic

A person of Spanish descent and culture having origin in Mexico, the Island of the Caribbean, Central America or South America.
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City of New Bedford

133 William Street

New Bedford, MA 02740

EEO/AA POLICY STATEMENT

City of New Bedford has a statutory mandate under law to guarantee equal treatment for all who seek access to its services or opportunities for employment and advancement. No discrimination will be tolerated on the basis of race, creed, political affiliation, color, sex, national origin, age, or handicap. The ultimate goal is for personnel of this organization to reflect the proportions of minority, female, and handicapped persons in the populations they serve.

City of New Bedford will meet its legal, moral, social, and economic responsibilities for Equal Employment Opportunity/Affirmative Action as authorized and required by all pertinent state and federal legislation, executive orders and rules and regulations, including the following:

1. Title II of the Civil Rights Act of 1964 (42 USC §2000e et seq.), which prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin; and

2. The Age Discrimination in Employment Act of 1967 (29 USC §621 et seq.), which prohibits discrimination in employment on the basis of age with regard to those individuals who are at least 40 years of age, but less than 65 years of age; and

3. Section 504 of the Rehabilitation Act of 1973 (29 USC §794), and the regulations promulgated pursuant thereto (45 CFR Part 84), which prohibit discrimination against qualified handicapped individuals on the basis of handicap and requires employers to make reasonable accommodations to known physical or mental limitations of otherwise qualified handicapped applications and employees; and

4. M.G.L. c. 151B §4 (1), as amended by Chapter 533, 1983, which prohibits discrimination in employment on the basis of race, color, sex, religious creed, national origin, ancestry, age or handicap,

In addition, the Provider agrees to be familiar with and abide by:

- Massachusetts Executive Order 524
- Massachusetts Executive Order 526
- Equal Pay Act of 1963
- Massachusetts Architectural Barriers Board Act
- Federal Executive Orders 11246 and 11375 as amended.
All employees, unions, sub contractors and vendors must make genuine and consistent efforts:

1. To ensure equal employment opportunities for present and future employees, and

2. To implement affirmative action, as legally required, to remedy the effects of past employment discrimination and social inequalities.

The responsibility for implementing and monitoring this policy has been delegated to:

____________________________
EEO Contract Compliance Officer
Name and Title of Employee

Furthermore, the City of New Bedford prohibits that any employee, or applicant, be subjected to coercion, intimidation, interference or discrimination for filing a complaint or assisting in an investigation under this program. No portion of this Equal Employment Opportunity/Affirmative Action Policy shall be construed as conflicting with any existing or future judicial or legislative mandate where a constriction consistent with that mandate is reasonable.

____________________________
Signature of Chief Executive

____________________________
Mayor

____________________________
Title of Chief Executive

____________________________
Date
MINORITY/WOMAN BUSINESS ENTERPRISE PROGRAM

It is the policy of the government of the United State of America, the Commonwealth of Massachusetts and the City of New Bedford, that no person shall be discriminated against in any manner whatsoever, on the grounds of race, color, age, national origin, disability, religion, or sex.

Under this policy, the minority and woman business enterprises shall have the maximum practicable opportunity to participate in federally assisted projects, and shall not be excluded from such participation, nor denied the benefits of or be subjected to discrimination under any program or activity receiving federal assistance.

The City of New Bedford unequivocally ascribes to said policies as the recipient of Federal and state financial assistance, in connection with its activities, and may receive further Federal and State financial assistance in the future.

The City of New Bedford strongly affirms that it will not discriminate in any contractual procedure against any person because of race, color, age, national origin, disability, religion, or sex, or any other condition that is a bona fide qualification. This policy shall be administered at all levels with a positive, aggressive and supportive attitude by all department heads.

It is the responsibility of all department heads and employees to take affirmative steps to implement this policy to ensure equality of opportunity in conducting the affairs of the City of New Bedford, including notifying those persons and businesses doing business with the City of New Bedford, that contracts for goods and services and construction, shall be made without reference to race, color, age, national origin, disability, religion or sex.

This Minority/Woman Business Enterprise Program sets forth the administrative standards for the further implementation of the City of New Bedford's policy for the utilization of minority and female contractor, subcontractors, and suppliers.

Each department shall ensure that all solicitation in advertisements includes a statement of the City's affirmation action policy, in an approved format.

The city's Equal Opportunity Officer shall be responsible for ensuring that all aspects of the MBE/WBE program are initiated and undertaken. By virtue of the delegation of this responsibility and authority to direct the program, the Contract Compliance Officer will report directly to the Mayor on equal opportunity matters. The Equal Opportunity Officer shall be responsible for the development, administration, and monitoring of all activities necessary to ensure the accomplishment and success of this program.

NOW, THEREFORE IT IS HEREBY RESOLVED that the following Minority/Woman Business Enterprise Program is instituted for and in behalf of the City of New Bedford.

[Signature]
Mayor Jonathan P. Mitchell
Date 2/15/12

Revised 2007
AA.03: City of New Bedford Ordinances - Synopsis

See Appendix A for complete City Ordinances relevant to this bid document

(1) Residency Requirements for Certain City-Supported Construction Projects, Chap. 10, Article II.

(a) Shall apply to all general and subcontractors of public works projects which have a projected cost of more than $100,000.00

(b) Fifty (50) percent of the total employee man-hours in each trade must be performed by residents of the City of New Bedford (excluding the employer’s foreman or supervisor and two other key employees.)*

* Contact the N.B. EEO Dept. for further assistance in this matter.

(c) Resident is defined as someone having his/her true, fixed, and permanent home and principal establishment in the City of New Bedford, for a minimum of six (6) months prior to the contract bid opening date.


(a) Shall apply to all bidders and subcontractors for projects subject to MGL c. 149

(b) Not applicable to construction projects where the low general bid was less than $100,000; to subcontracts bid for less than $25,000; or to re-bids for which the City receives fewer than three (3) qualified bidders in the original bid

(c) Must pay appropriate lawful prevailing wage rates to employees

(d) Must maintain or participate in a bona fide apprentice training program for each apprenticeable trade represented in the workforce

(e) Must furnish hospitalization and medical benefits and maintain appropriate accident insurance coverage

(f) Must classify all employees as employees rather than independent contractors, and treat accordingly regarding workers compensation, unemployment taxes, social security taxes and income tax withholding.

AA.04: Contractors Agreements under Executive Order 11246, as Amended by Executive Order 11375

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment of compensation; and selection of training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

AA.05: Dept. of Labor, 41 Code of Federal Regulations Parts 60-1, 60-6 - Government Contractors, Affirmative Action Requirements, Executive Order 11246

(1) Segregated Facilities. The contractor hereby certifies that it does not and will not maintain or provide any facilities for its employees in a segregated manner, or permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Further, the contractor shall obtain a similar certification of non-segregated facilities prior to the award of any contract or subcontract, which is subject to Executive Order 11246, and shall provide a copy thereof to the Association.

This clause prohibits segregation on the basis of race, color, religion, national origin, or sex, and applies to all contracts regardless of the amount thereof. The term facilities includes, but is not limited to, waiting rooms, work areas, restaurants and other eating areas, time clock, parking
lots, drinking fountains, recreation or entertainment areas, transportation, employer-provided housing, washrooms, locker rooms or other storage or dressing areas.

(2) **Affirmative Action Compliance Program.** The contractor certifies that it has developed a written affirmative action compliance program for each of its establishments consistent with the rules and regulations published by the Department of Labor in 41 CFR Chapter 60, and agrees to require a similar certification from each of its nonexempt subcontractors. Such an affirmative action program shall contain a set of specific and result-oriented procedures, the objective of which shall be the achievement of equal employment opportunity. An acceptable affirmative action program must include an analysis of areas within which the contractor is deficient in the utilization of minority groups and women and further, goals and timetables to which the contractor’s good faith efforts must be directed to correct any deficiencies and, thus, to achieve prompt and full utilization of minorities and women, at all levels and in all segments of his work force where deficiencies exist.

The contractor’s affirmative action plan shall be summarized and updated annually and the program summary shall be submitted to the Office of Federal Contract Compliance Programs (OFCCP) on the anniversary date of the contractor’s affirmative action program.

(3) **Contractor’s Compliance with Exec. Order and 41 CFR Par 60-4.** The contractor’s compliance with E.O. 11246 and 41 C.F.R. Part 60-4, shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. 60-4.3, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed.

**AA.06: Section 503 of the Rehabilitation Act of 1973**

(Dept. of Labor, 41 Code of Federal Regulations, Parts 60-250 and 60-741, Affirmative Action & Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities, Disabled Veterans, and Veterans of Vietnam Era)

Parties holding a Government contract or subcontract in excess of $10,000 must take affirmative action to employ and advance in employment-qualified individuals with disabilities. Contractors are required to use effective practices to recruit qualified individuals with disabilities.

Applicants with disabilities must be provided a reasonable accommodation if they are qualified with respect to the application process (e.g.: if they present themselves at the correct location and time to fill out an application).

**AA.07: MBE / WBE Policy (for the life of the project)**

(1) Eleven (11) percent of the work on this project shall be performed by Minority Business Enterprises (MBEs) and five (5) percent of the work shall be performed by Women Business Enterprises (WBEs) for a total of 16% overall. Four and one-third (4.33%) percent of all Airport projects shall be performed by Disadvantaged Business Enterprises (DBE). Proven documentation of non-availability and the filing of a MBE/WBE/DBE Request for Waiver will be required to be submitted by the general contractor in circumstances where the EEO goals are not met.

(2) If it is determined that one or more of the MBE/WBE or DBE contractors, as submitted by the Contractor on the EEO forms, is not SDO (State Diversity Office) (formerly known as SOMWBA)
certified or certified by the Local Government Unit, in accordance with the provision of Executive Order 237, the bidder shall have five (5) working days following notification to either find a certified MBE/WBE/DBE contractor to perform work equal to or greater than that of the uncertified contractor, or to submit a waiver request.

(3) The contractor shall not enter into any subcontract with any person or firm debarred from government contracts, pursuant to Executive Order 11246.

**AA.08: Workforce Utilization (for the life of the project)**

(1) Minimum percentages for employment (workforce utilization) on the project are at 18% minority and 6.9% female participation. The employment percentages shall apply to the contractor and to all subcontractors, regardless of tier, for all on-site work.

A single goal for minorities and a separate goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Exec. Order if a specific minority group of women is under-utilized.)

(3) The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

**AA.09: Contractor’s EEO / Records Monitor**

The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof, as may be required by the Government, and to keep records which shall at least include, for each employee, the name, address, telephone numbers, social security number, race, sex, status, (e.g.: mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

**AA.10: Bidder’s Eligibility**

The lowest responsible and eligible bidder shall mean the General Bidder whose bid is the lowest of those bidders demonstrating possession of the skill, ability and integrity necessary for the faithful performance of the work, and

(a) who shall certify that he/she is able to furnish labor that can work in harmony with other labor employed on the work;

(b) who shall certify that he/she will demonstrate good faith efforts to obtain the minority workforce goal (18%) the woman workforce goal (6.9%) and, for projects $100,000+, NB residency goal of 50%; the insurance that all subcontractors and/or sub-subcontractors are
also in compliance with workforce utilization goals; including compliance with the minority business goal (11%) and woman business goal (5%), for a total of 16% (or 4.33% for Airport projects) of the total dollar amount of the contract, and will certify that it will meet all applicable City Ordinances in accordance with this contract provision.

**AA.11: Bid Submission Requirements**

(1) Required bid forms that must be completed, signed, and submitted with the bid at the time of the bid opening, are as follows:

(a) Certificate of Understanding; Certification of Compliance w/ Exec. Order 11246

(b) Schedule of Participation for MBE/WBE or DBE as required

(c) Letter of Intent (for each MBE/WBE/DBE participation)

(d) MBE/WBE/DBE Contractor Identification Statement (for each MBE/WBE/DBE)

(e) Bidder’s Certification (to be completed by both the General Contractor and each MBE/WBE/DBE)

(f) If applicable, a completed and signed MBE/WBE/DBE Unavailability Certification in the event that the work listed on the Schedule is not sufficient to fulfill the requirement for MBE/WBE/DBE Participation. This certification must include a statement by the bidder of the reasons why it believes it is in compliance with this provision, and a list of the names, addresses, telephone numbers and reason given for unavailability of the Minority/Women Contractor contacted by the bidder with respect to the performance of work under the contract.

(g) If applicable, a completed and signed Minority / Women / Disadvantaged Business Enterprises Request for Waiver.

(2) The successful bidder will also be required to submit, prior to award, its estimates of labor (permanent and trainee) and material required to carry out its work under the contract, for review by the City, so as to establish maximum feasible goals for the utilization of City residents and business concerns. These goals, and the basis for monitoring and reporting progress toward meeting them, will be established by mutual agreement, with the assistance of the City’s Contract Compliance Officer, and discussed in the Pre-Construction and/or Pre-Award Conference.

**AA.12: Bid Approval or Disapproval**

(1) At the time of the bid opening, the bidder will have five (5) days, from the date of the bid opening, to comply with the MBE/WBE/DBE requirements. Failure to meet these requirements within the five days will have the Bid/Proposal disapproved by the Office of Equal Opportunity.

(2) Each bidder, as part of its bid submission, must agree to make good faith efforts to contract with minority and woman owned businesses (and disadvantaged business when applicable), as defined by the State Diversity Office (SDO) (formerly known as Office of Minority and Woman Business Assistance (SOMWBA)) and the City of New Bedford’s affirmative action policies. The
amount of participation reserved for such enterprises shall not be less than 16% of the total bid amount, of which at least 11% of the total bid amount applies to minority businesses. The balance 5% is applied to women-owned businesses. Proven documentation of non-availability of either one of these entities provides that the available business may be awarded no less than 16% of the total contract dollar value.

(3) If the general bidder is either an MBE or WBE and is responsible for 100% of the project work, the 16% is fulfilled. If said MBE/WBE contractor is a joint venture, the MBE/WBE must be responsible for at least 51% of the project.

(4) The general contractor must submit, as part of its bid and as a condition of contract approval, signed Letters of Intent with all subcontractors and material suppliers listed on the participation schedule. Sub-bidders must submit the participation schedule with their bid and a participation schedule if they intend to sub-sub work.

AA.13: Steps to Ensure a Responsive Bid

The total price for work to be performed by Minority/Woman or Disadvantaged Contractors, as indicated in each bidder’s bid submission, is required to be sufficient to fulfill the MBE/WBE/DBE requirements, unless the bidder shall demonstrate to the satisfaction of the Awarding Authority that:

(1) it has made every possible effort to contact and negotiate with Minority/Women or Disadvantaged Contractors in an attempt to subcontract work, including every possible effort to select the portions of the work proposed to be subcontracted in order to meet the requirements;

(2) it was unable, notwithstanding such efforts, to achieve the stated requirement because Minority/Woman or Disadvantaged Contractors were not qualified or were unavailable (any proven non-availability of MBE/WBE/DBE must make up the difference to still fulfill the 16% goals with the available MBE or WBE or 6.0% DBE. If neither category is available to fulfill the goal, it must have an SDO statement as to no business listed);

(3) it included in its Schedule of Participation such proposed agreements as could be made with such efforts;

(4) the general contractor is a MBE or WBE and said contractor is performing 16% of work or the general contractor is a DBE and is performing 6.0% of the work and therefore, will be deemed as fulfilling the affirmative action bidding requirements;

(5) for contractors performing work under $50,000 that can demonstrate all work will be completed under the contractor’s own workforce, the contractor must be able to demonstrate how this will be accomplished and submit, at the time of the bid a statement requesting a waiver of the 16% MBE/WBE or 6.0% DBE participation goal. Said contractors will still be required to demonstrate good faith efforts regarding the prescribed employment workforce percentage goals.

AA.14: Bid Award or Rejection

(1) The Awarding Authority will responsible for awarding or rejecting any bid, with the
approval/disapproval of the Office of Equal Opportunity & Contract Compliance in its decision. The Awarding Authority also reserves the right to reject any or all bids, or to accept any other than the lowest bidder, should it be deemed to be in the best interest of the City of New Bedford, Massachusetts, to do so.

(2) The Awarding Authority may reject, as non-responsive, any bid, which it determines, fails to comply with the applicable requirements of this contract provision. Nothing, herein, shall relieve any bidder or any contractor performing any work under the contract, from any of the terms, conditions, or requirements of the contract.

AA.15: Awarded Contractor’s Obligations

(1) The Contractor shall specifically ensure that the City’s EEO policy and affirmative action obligations under this contract provision, is reviewed with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decision, including specific review of these terms with on-site supervisory personnel, prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(2) Minority/Woman Work Hours must be maintained for the life of this project (at a minimum ratio of 18% minority work hours and 6.9% woman work hours to total work hours in each job category, including, but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those classes of work identified in Section 44C of M.G.L. ch. 149). (Please note the City of New Bedford’s Residency Ordinance requiring 50% City of New Bedford residents on projects of $100,000+)

(3) Apprentices and Trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability, in order for the apprentices and trainees to be counted toward the minority/woman work hour percentage goals.

(4) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor’s obligation under these specifications, Exec. Order 11246 or the regulations promulgated pursuant thereto.

(5) In the employment of journeymen, apprentices, teamsters and laborers, the Contractor shall give preference first, to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work which the employment relates, and secondly, to citizens of the City of New Bedford, and if such cannot be obtained in sufficient numbers, the Commonwealth generally, then to citizens of the United States.

(6) Reports to Be Submitted to the Office of Equal Opportunity & Contract Compliance include:

(a) Licensing Statutes: Every contractor and subcontractor must submit, before starting work, a plan by which he/she will satisfy the requirements of licensing statutes, including the following, where applicable: MGL Ch. 149, Sec. 6 (painters); Ch. 146, Sec. 53 (hoisting engineers); Ch. 149, Sections 6B-6F (asbestos abatement workers, supervisors & contractors); Ch. 146, Sec. 3 & 3B (plumbers & gas fitters); Ch. 141, Sec. 1
(electricians); Ch. 14, Sec. 84 (pipefitters & sprinkler fitters); and Ch. 143, Sec. 94 (construction supervisor).

(b) Work Hour Reports: The contractor and each subcontractor shall prepare weekly reports in an approved form, of the hours worked in each trade by each employee, identified as minority or non-minority, and/or female, and/or resident. Copies of these shall be provided at the end of each such week to the City's Office of Equal Opportunity & Contract Compliance.

(c) Projected Manning Tables: The contractor shall prepare projected manning tables on a quarterly basis. These shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also when updated, to the City. A copy of the certified payroll will be submitted with these reports.

(d) Billing Reports: The contractor shall prepare and submit monthly billing reports of amounts paid to MBEs, WBEs and/or DBEs each monthly billing period, as well as the record of final payment accomplished by canceled checks.

(e) Payroll Reports: Every contractor and subcontractor shall submit weekly payroll reports to the City, indicating the following information for each employee and/or independent contractor employed on the project; name, address, hours worked, occupational classification, wages, and fringe benefit payments, if any. Said reports shall be signed by the employer or his authorized agent under the penalties of perjury (see MGL Ch. 149, Section 27B).

**AA.16 Recruitment/Referral Responsibilities**

(1) In the hiring of minority/woman journeymen, apprentices, teamsters, and laborers, the contractor shall rely on referrals from a multi-employer affirmative action program approved by the City, traditional referral method utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the City’s Equal Opportunity Officer.

(2) Records of employment referral orders, prepared by the contractor, shall be made available to the awarding authority.

(3) The contractor will maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization, and of what action was taken with respect to each such individual.

(4) If such individual was sent to the union hiring hall for referral, and was not referred back to the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(5) The contractor will document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractors’ associations and groups.

(6) The contractor will, in all solicitations or advertisements for employees placed by or on
behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, and maintain a record thereof.

AA.17: Subcontracts

(1) The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors (filed or non-filed) and submit to the Authority prior to the performance of any work under said subcontract, a certification by said subcontractor, regardless of tier, that it will comply with the minority and women work hours/employee ratio and specific affirmative action steps, and to submit this information to the Office of Equal Opportunity, prior to the subcontractor’s performance on the project.

(2) In order to ensure that the said subcontractor’s certification becomes a part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of the Authority administering this project has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

(3) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000, the contract provisions listed in this Instructions to Bidders for Affirmative Action Issues®, and the applicable goals for minority and female participation and which is set forth in the solicitation form which the contract resulted.

(4) Noncompliance of a subcontractor in compliance with these provisions, will result in the contractor taking such action, with respect to any subcontract or purchase order, as the administering agency may direct, as a means of enforcing such equal opportunity provisions; provided that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor, as a result of such direction, the contractor may request the United States, the State of Massachusetts or the City of New Bedford, to enter into such litigation to protect the interests of the U.S., the State or the City.

AA.18: Wage Rates

(1) Attention is called to Labor Standards provisions regarding conditions of employment, including State and Federal Wage Rates, the Davis-Bacon Act, the Copeland Anti-Kickback Act, and the Contract Work Hours and Safety Standards Act. Where Federal and State wage rates differ, the higher rates shall be used as a minimum.

(2) The rate per hour of the wages to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the work shall be not less than the rate of wages in Minimum Wage Rates as determined by the Commissioner of Labor and Industries, as required by M.G.L. Chapter 149, Sections 26 & 27-27h. This schedule shall be in place for said employees during the life of this contract.

(3) Contractor shall keep posted on the site, a legible copy of said schedule. The Contractor shall keep on file wage rates and classifications of labor employed on this work, in order that they may be available for inspection by the Administrator, the Office of Equal Opportunity, or the Architect.

(4) Apprentices employed pursuant to this determination of wage rates must be registered and
approved by the State Apprenticeship Council, wherever rates for journeymen or apprentices are not listed.

(5) Pay reserve police officers employed on this work the prevailing rate of wages paid to regular police officers, as required by M.G.L. Chap. 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen’s Compensation Insurance and Employer’s Liability Insurance by the Contractor.

(6) Noncompliance by the contractor or any subcontractor will result in the City’s Contract Compliance Office and/or Legal Office, to consult with the Department of Labor and Industries, and will result in the contractor or subcontractor receiving notification of such, and subsequently must respond to the City of New Bedford within five (5) business days.

**AA.19: Access to Compliance Information & Reports**

(1) The contractor will provide all information and reports, required by the administering agency or the City of instructions issued by either of them, and will permit access to its facilities and any books, records, accounts, and other sources of information pertinent to the City’s affirmative action contract requirements.

(2) Where the information required is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the administering agency or the City, and shall set forth what efforts he/she has made to obtain the information.

**AA.20: Noncompliance**

(1) Investigation

   Whenever the administering agency or the City believe the general contractor or any subcontract may not be operating in compliance with the terms of this provision, the City directly or through it designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such contractor is operating in compliance with the terms of this contract provision. If noncompliance is found, then a preliminary report on noncompliance will be made, and the City or its agent will notify such contractor, in writing, of such steps as will, in the judgment of the city or its agent, bring such contractor into compliance.

(2) Report of Noncompliance

   In the event that such contractor fails or refuses to fully perform such affirmative action steps, the City shall make a final report of non-compliance, and recommend to the administering agency, the imposition of one or more of the sanctions identified in these provisions. Within fourteen (14) days of the receipt of the recommendations of the City, the administering agency shall move to impose one or more of the following sanctions as it may deem appropriate to attain full and effective enforcement.

(3) Any disagreement between the City and a contractor or subcontractor shall be submitted for a hearing pursuant to the provisions of Chapter 30A. The City shall impose one or more of the following sanctions, as it may deem appropriate, to attain full and effective enforcement.

**AA.21: Sanctions**

(1) The recovery by the administering agency from the general contractor of 1/100 of 1% of the
contract award price, or $1,000.00, whichever sum is greater, in the nature of liquidated damages, or if a subcontractor is in non-compliance, the recovery by the administering agency from the general contractor, a backcharge against the subcontractor, of 1/10 of 1% of the subcontract price or $400.00, whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply.

(2) The suspension of any payment or part thereof, due under the contract, until such as the general contractor or any subcontractor is able to demonstrate his/her compliance with the terms of the preceding sections of the contract.

(3) The termination of employment of the contractor and taking possession of the site and finishing the work by whatever method he/she may deem expedient, upon giving the contractor and his/her surety, if any, seven days written notice.

(4) The termination or cancellation of the contract, in whole or in part.

(5) The denial to the general contractor and any subcontractor of the right to participate in any future contract awarded by the administering agency for a period of up to three years.

(6) Other sanctions to be applied, as stipulated in the City of New Bedford Ordinances (Residency and Responsible Employer Plan ordinances) and other local, state, and federal laws and regulations, as applicable.

**AA.22: Appeal of Sanctions**

If, at any time after imposition of one or more of the sanctions listed in these provisions, the contractor or subcontractor is able to demonstrate that it is in compliance with the EEO/AA program, the contractor or subcontractor may request the administering or contracting agency, in consultation with the City’s Equal Employment Opportunity compliance officer, to conditionally suspend the sanction, pending final determination by the investigating officer, whether the contractor is in compliance. Upon final determination by the investigating office, the administering or contracting agency, based on the investigating officer’s recommendation, shall either lift the sanctions or impose them.

Sanctions shall not be imposed by the contracting agency or administering agency except after an adjudicatory proceeding, as defined by M.G.L. Chapter 30A, has been conducted. No investigation by the Office of Equal Opportunity shall be initiated without prior notice to the contractor or the subcontractor.

**AA.23: Severability**

The provisions of this section are severable, and if any of these provisions shall be held Unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.
APPENDIX A

BID SUBMISSION DOCUMENTS
Bid Submission Checklist

THE GENERAL BIDDER SHALL SUBMIT ALL THE FOLLOWING FORMS AS A PART OF ITS BID SUBMISSION, AND SHALL SUBMIT A COPY OF SUCH TO:

The City of New Bedford
Office of Equal Opportunity
133 William Street Room 208
New Bedford, MA 02740
ph: 979-1446 / fax: 508-991-6148

(1) Certificate of Understanding: Certification of Compliance with Executive Order 11246

(2) Schedule of Participation for Minority, Woman & Disadvantaged Business Enterprises

(3) Letter of Intent - for each MBE/WBE/DBE Participation

(4) MBE/WBE Contractor Identification Statement - for each MBE/WBE/DBE

(5) Bidder’s Certification - must be completed and signed by the General Contractor and all Subcontractors who will work on the project (to include MBE/WBE/DBE and non-MBE/WBE/DBEs)

(6) If applicable, a completed and signed MBE/WBE/DBE Unavailability Certification in the event that the work listed on the Schedule is not sufficient to fulfill the Requirement for MBE/WBE/DBE Participation. This certification must include a statement by the bidder of the reasons why it believes it is in compliance with this Provision, and a list of the names, addresses, telephone numbers and reason given for unavailability of the Minority /Woman/ Disadvantaged Contractor who was contacted by the Bidder with respect to the performance of work under the contract.
BIDDERS CERTIFICATE OF UNDERSTANDING


Contractor __________________________________________ Project __________________

Address __________________________________________ Tel. # __________________ Project # __________

Fax # __________________________________________

I, the undersigned, understand that:

A. Minority Business Enterprises are to be awarded at least 11% of the total contract amount for construction/public works projects.

B. Woman Business Enterprises are to be awarded at least 5% of the total contract amount for construction/public works projects.

C. Disadvantaged Business Enterprises are to be awarded at least 4.33% of the total contract amount for airport projects.

D. All required MBE/WBE/DBE forms included in Instructions to Bidders are to be completed and submitted with the bid.

E. Prior to award of the contract, a pre-construction conference must be held (to be attended by the general contractor and all subcontractors, regardless of tier) at which time the following requirements will be discussed:

1. Weekly Workforce Utilization Reports (Form CAD85) are to be submitted weekly with payroll reports within five (5) days of last payroll;

2. Quarterly Manpower Projection Tables (Form CAD85-1) are to be submitted with the Start Construction notification;

3. Any project in the amount of $100,000+ is subject to the New Bedford Resident Hiring and Responsible Employer Plan ordinances;

4. A minimum goal of 18% minority manpower utilization, in terms of total work hours in the aggregate workforce, in each trade or craft, on each project, will be maintained. The goal for female manpower utilization will be maintained at 6.9% according to regulations;

5. Minority and female work hours are to be uniform in each trade, and minorities and females are to be employed evenly on each project;

6. Minority or female employees are not be transferred from project to project for the purpose of meeting goals;

7. A roster of all minority and/or female applicants for employment must be maintained at each project site (Federal & Non-Federal) in the New Bedford Hometown Plan Area.

F. The submission of the above reports and adherence to hiring practices and equal opportunity performance of subcontractors is the responsibility of the prime contractor.

The bidder hereby certifies that he/she shall comply with the minority manpower ratio and specific affirmative action steps contained in the EEO above, including compliance with the minority contractor compliance specifications. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors, and submit to the contracting or administering agency prior to the performance of any work under said contract, a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in this appendix.

Authorized Signature __________________________________________ Date __________________

Name (Please Print or Type) __________________________________________ Title __________________
SCHEDULE OF PARTICIPATION
DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISES
to be completed by the Bidder

Item 1 - Minority Or Disadvantaged Business Enterprise Participation
1. Name: ________________________________________________
   Address: ______________________________________________
   Nature of Participation: _________________________________
   Dollar Value / % of Bid: _________________________________

2. Name: ________________________________________________
   Address: ______________________________________________
   Nature of Participation: _________________________________
   Dollar Value / % of Bid: _________________________________

TOTAL BID PRICE $_________ TOTAL DBE or MBE COMMITMENT $_________ _________ %

Item II – Woman Or Disadvantaged Business Enterprise Participation
1. Name: ________________________________________________
   Address: ______________________________________________
   Nature of Participation: _________________________________
   Dollar Value / % of Bid: _________________________________

2. Name: ________________________________________________
   Address: ______________________________________________
   Nature of Participation: _________________________________
   Dollar Value / % of Bid: _________________________________

TOTAL BID PRICE $_________ TOTAL WBE or DBE COMMITMENT $_________ _________ %

The bidder agrees to furnish implementation reports, as required by the awarding authority, to indicate the MBE/WBE/DBE which it has used or intends to use. Breach of this commitment constitutes a breach of the contract.

General Bidder: __________________________________________
Signature: ___________________________ Date: ________________
LETTER OF INTENT
to be completed by the DBE/MBE/WBE

This form is to be completed by the DBE or MBE and WBE and must be submitted by the General Bidder as part of the Bid Proposal. A separate form must be completed for each MBE, WBE or DBE involved in the project.

Project Title: ________________________________ Project Location: ________________

To: ______________________________________

(Name of Bidder)

From: _____________________________________

(Name of DBE/MBE/WBE)

Indicate DBE/MBE/WBE status

I / we intend to perform work in connection with the above project as (Check One)

{ } an individual  { } a partnership
{ } a corporation  { } a joint venture with: ________________________________
{ } other (explain): ______________________________________________________

It is understood that if you are awarded the contract, you intend to enter into an agreement to perform the activity described below for the prices indicated.

DBE/MBE/WBE PARTICIPATION:
Description of Activity  Project Start Date  $ Amount  % of Bid Price

______________________________  ________________________________  ________________________________  ________________________________

The undersigned certify that they will enter into a formal agreement upon execution of the contract for the above-referenced Project

BIDDER

Authorized Signature __________________ Date __________________
Address __________________
Telephone / Fax __________________

DBE/MBE / WBE

Authorized Signature __________________ Date __________________
Address __________________
Telephone / Fax __________________
MINORITY / WOMAN BUSINESS ENTERPRISE PROGRAM

CONTRACTOR IDENTIFICATION STATEMENT

Project Name: ___________________________ Project #: ___________________

Total Bid Price: $_________________________ Bid Date: ________________

In accordance with the New Bedford Minority Business Enterprise Program, the undersigned bidder certifies that he/she:

1. is a bona fide Minority/Woman/Disadvantaged Business Enterprise currently certified by the State Office of Minority/Woman Business Assistance (SOMWBA); and such SOMWBA certification has not changed; and in the event of said status changing, it will immediately forward written notification to the City of New Bedford and SOMWBA; and

2. intends to perform certain work (specified by formal bid proposal) under a contract in connection with the above-named project, and that work will not be sublet to any company at any tier; and

3. will comply with the minority/woman workforce ratio and specific affirmative action steps contained in the EEO/AA Contract Provisions and shall obtain from each of its subcontractors a copy of the bidder's certification and submit to the administering agency, prior to the award of such subcontract, regardless of tier, that he/she will comply with the minority/woman workforce ratio and specific affirmative action steps contained in these and the EEO/AA Contract Provisions.

SOMWBA CERTIFICATION CATEGORY: _____________________________

CONTRACTORS NAME: _____________________________

\{ } MBE \{ } WBE \{ } DBE

ADDRESS: _____________________________

TELEPHONE #: _____________________________ FAX #: _______________________

REPRESENTATIVE NAME & TITLE: _____________________________

AUTHORIZED SIGNATURE: _____________________________

GENERAL BIDDERS NAME: _____________________________
BIDDERS CERTIFICATION

*To be completed by General Contractor & each of its Subcontractors (MBE/WBE/DBE and non-MBE/WBE/DBE)*

The undersigned bidder hereby certifies that he/she will comply with the Minority/Woman Workforce Ratio and Specific Affirmative Action Steps contained in the EEO/AA Provisions of this contract, including compliance with the Minority/Woman/Disadvantaged Business Enterprise as required under these contract provisions.

The contractor receiving the award of the contract shall be required to obtain, from each of its subcontractors, regardless of tier, a copy of this Bidder’s Certification indicating that it will comply with the Minority/Woman Workforce Ratio and Specific Affirmative Action Steps contained in these EEO/AA Contract Provisions, and submit it to the contracting agency prior to the award of such contract and subcontract.

**Name of General Contractor**

<table>
<thead>
<tr>
<th>{ } MBE</th>
<th>{ } WBE</th>
<th>{ } DBE</th>
<th>{ } Non-MBE/WBE</th>
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<tbody>
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**Signature of Authorized Representative**

**Name of Subcontractor**

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<th>{ } DBE</th>
<th>{ } Non-MBE/WBE</th>
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<tbody>
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</tr>
</tbody>
</table>

**Name & Title (Printed or Typed)**

**Date**

**Signature of Authorized Representative**

**Name & Title (Printed or Typed)**

**Date**

III-30
MINORITY / WOMAN BUSINESS ENTERPRISES
UNAVAILABILITY CERTIFICATIONS
to be completed by General Contractor

(The Bidder shall prepare additional copies of this information form
in the quantity necessary to comply with the bidding requirements)

I, ____________________________, ____________________________,
Name Title

Contractor Name

certify that on ____________________________, I contacted the below listed MBE/WBE/DBE
Date of Contact
requesting a bid for
Project ____________________________________________ as an { } MBE, { } WBE or { } DBE for the provision of

{ } Goods & Services or { } Labor to accomplish ________________________________________
Subcontract Work Offered to this MBE/WBE/DBE Company

__________________________________________
Name of Prospective Sub-Contractor

__________________________________________  ____________________________________________  ____________________________________________
Address City and State Telephone #

Contact was made by { } Telephone { } In Person

Said sub-contractor was unavailable for work on this project or unable to prepare a bid for the following reason(s):
(check appropriate answer):

{ } MBE/WBE/DBE Firm Declined Job

{ } MBE/WBE/DBE Firm offered to do a job at the price of $ ____________________________, which was not
acceptable because: ____________________________________________

{ } Other ____________________________________________

The above information is accurate and complete, to the best of my knowledge and belief. Signed under the
pains and penalties of perjury.

__________________________________________  ____________________________________________
Signature of Authorized Representative, General Contractor Date
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MINORITY / WOMAN/DISADVANTAGED BUSINESS ENTERPRISES

REQUEST FOR WAIVER

Upon exhausting all known sources and making every possible effort to meet the minimum requirements for MBE/WBE/DBE participation, the Contractor may seek relief from these requirements by filing this form (completed) NO LATER THAN FIVE (5) working days following the bid opening. Failure to comply with this process shall cause the bidder to be rejected, thereby rendering the contractor not eligible for award of the contract.

General Information

Project Title: __________________________ Location: __________________________

Bid Opening (time/date): __________________________ Location: __________________________

Bidder: __________________________

Mailing Address: __________________________

Contact Person: __________________________

Telephone No.: (____) __________________________ Ext.

Minimum Requirements

The contractor must show that good faith efforts were undertaken to comply with the percentage goals, as specified. The bidder seeking relief must show that such efforts were taken appropriately, in advance of the time set for opening bid proposals, to allow adequate time for response(s) by submitting the following: (please check all that apply and attach applicable documentation)

A. A detailed record of the effort made to contact and negotiate with minority, woman or disadvantaged business enterprises, to include:

( ) 1. Names, addresses and telephone numbers of all such companies contacted;

( ) 2. Copies of written notice(s) which were sent to MBE/WBE/DBE potential subcontractors prior to bid opening;

( ) 3. Copies of advertisements prior to bid opening, as appearing in general publications, trade-oriented publications, and applicable minority/women focused media detailing the opportunities for participation;

( ) 4. A detailed statement as to why each subcontractor contacted (a) was not willing to do the job or (b) was not qualified to perform the work as solicited; and

( ) 5. In the case(s) where a negotiated price could not be reached, the bidder should detail what efforts were made to reach an agreement on a competitive price

( ) 6. Contractor certifies that 100% of the project is to be carried out with his/her own workforce. No subcontractors are to be utilized.
B. The Agency may require the contractor to produce such additional information, as it deems appropriate and may obtain whatever other information it deems necessary to reach a conclusion from any source.

C. No later than fifteen (15) days after receipt of all necessary information and documentation, a decision will be made in writing to the bidder. If the waiver request is denied, the facts upon which a denial is based will be set forth. A contractor who is dissatisfied with the decision may then appeal that decision to the Equal Opportunity Employment Agency.

Certification

The undersigned herewith certified that the above information and appropriate attachments are true and accurate to the best of my ability, and that I have been authorized to act on behalf of the bidder in this matter.

__________________________________________________________________________
(Authorized original signature) Date

Submit to: Equal Employment Opportunity
            Compliance Officer
            133 William Street, Room 208
            New Bedford, MA 02740

To be completed by the City of New Bedford’s EEO

Bid Date

Date Received by EEO Initials
PAYMENT BOND

CITY OF NEW BEDFORD
MASSACHUSETTS

KNOW ALL MEN BY THESE PRESENTS:

That we, _____________________________________________, as Principal, and _____________________________________________, as Surety, are held and firmly bound unto the City of New Bedford, Massachusetts, as Obligee, in the sum of _______________________________ dollars ($____________) to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has made a contract with the Obligee, bearing the date of _______ __, 20__ for the _________________________________ in ____________, Massachusetts.

NOW the conditions of this obligation are such that if the Principal and all subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c.30 §39A, and M.G.L. c.149 §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals this: ________Day of _____________20____

PRINCIPAL _________________________________________
By: _____________________________________________
SEAL

SURETY ____________________________________________
By: _____________________________________________
ATTORNEY-IN-FACT

Attest: ____________________________________________

The rate for this bond is _____% for the first $____________ and _____% for the next $____________
The total premium for this bond is $____________
BOND NO. __________

PERFORMANCE BOND

CITY OF NEW BEDFORD
MASSACHUSETTS

KNOW ALL MEN BY THESE PRESENTS:

That we,__________________________________________________________________, as Principal, and ____________________________________________, as Surety,
are held and firmly bound unto the City of New Bedford, Massachusetts, as Obligee,
in the sum of ______________________________________________________ dollars ($ __________)
to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has made a contract with the Obligee, bearing the date of ________ 20__,
for the ___________________________________________________ in ____________, Massachusetts.

NOW, the condition of this obligation is such that if the Principal and all Subcontractors under said contract
shall well and truly keep and perform all the undertakings, covenants, agreement, terms and conditions of
said contract on its part to be kept and performed during the original term of said contract and any
extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during
the life and any guarantee required under the contract, and shall also well and truly keep and perform all
the undertakings, covenants, agreements, terms and conditions of any and all duly authorized
modifications, alterations changes or additions to said contract that may hereafter be made, notice to the
Surety of such modifications, alterations, changes or additions being hereby waived, then this obligation
shall become null and void; otherwise, it shall remain in full force and virtue.

IN THE EVENT, that the contract is abandoned by the Principal, or in the event that the Obligee, under the
provisions of Article 19 of the General Conditions of said contract terminates the employment of the
Principal or the authority of the Principal to continue the work, said Surety hereby further agrees that said
Surety shall, if requested in writing by the Obligee, take such action as is necessary to complete said
contract.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals this:
_______Day of ____________20____

PRINCIPAL ___________________________ SURETY ___________________________

By: ________________________________ By: ________________________________

SEAL ______________________________ ATTORNEY-IN FACT ______________________________

Attest: ______________________________ Attest: ______________________________

The rate for this bond is ____% for the first $________________ and ____% for the next $________________
The total premium for this bond is $________________
SECTION 00 90 00
LABOR STANDARDS OF THE COMMONWEALTH

ARTICLE 1 - EMPLOYMENT, HOURS AND WAGES

1.1. The Contractor and any Subcontractor shall conform to any Labor Laws of the Commonwealth, and, without limiting the generality of the foregoing, shall conform to the provisions of Sections 25, 26, 27B, 30, 34, 34A and 34B of Chapter 149 of the General Laws, as amended, which Sections are incorporated herein by reference and made a part hereof.

1.2. Every employee in the work to be performed under this Contract shall lodge, board and trade where and with whom he elects, and the Contractor and any Subcontractor shall not directly or indirectly require, as a condition of employment in said work, that an employee shall lodge, board or trade at a particular place or with a particular person.

1.3. The Contractor and any Subcontractor shall give preference in the employment of mechanics, teamsters, chauffeurs and laborers first to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-three of Section Seven of Chapter Four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States.

1.4. No laborer, workman, mechanic, foreman, or inspector working in the employment of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract, shall be required or permitted to work any more than eight hours in any one day, or more than forty-eight hours in any one week, except in cases of emergency.

1.5. The rate per hour of the wages to be paid to mechanics, teamsters, chauffeurs, and laborers in the work to be performed under this Contract shall not be less than the rate of wages in the schedule annexed hereto and made a part hereof as determined by the Commissioner of Labor and Industries of the Commonwealth. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.

1.6. The Contractor shall pay to any reserve police officer employed by him in any City or Town the prevailing rate of wages paid to regular police officers in such City or Town as required by General Laws, Chapter 149, Section 24B, as amended.

1.7. Claims and disputes pertaining to the classification of labor or wage determinations made by the Commission of Labor and Industries must be presented by appeal filed with the Department of Labor and Industries within three days from the date of the first advertisement of call for bids; in one manner provided by General Laws, Chapter 14, Section 27A.

1.8. The Contractor shall include with the Form For General Bid, signed and certified copies of Owner’s Instructions To Bidders For Affirmative Action Issues, Non-Collusion and State Tax Compliance Certificate, OSHA Training Certificate, and Undocumented Worker Certificate, included at the end of this Section, as set forth in the contract, Article XII, and hereby made a part of the Contract Documents.

ARTICLE 2 - MINIMUM WAGE RATES

2.1. The Contractor shall keep posted on the site of the Work a legible copy of the schedule of “Minimum Wage Rates and Health and Welfare Fund Contributions” attached thereto.

2.2. The rates listed are straight hourly rates. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council. Wherever rates for journeymen or apprentices are not listed, and if any other labor is not included in this list, the Contractor shall insert the rates of all those employed on the work.

2.3. The Contractor must keep on file the wage rates and qualifications of all labor employed on this Project in order that they may be available for inspection by the Awarding Authority or the Architect.
ARTICLE 3 – CITY OF NEW BEDFORD REQUIREMENTS

3.1  The Contractor shall complete and include with Section 00 30 00 – Form For General Bid the following documents included as part of Division 00 of the Contract Documents:

City of New Bedford Instructions To Bidders For Affirmative Action Issues
City of New Bedford Non-Collusion and State Tax Compliance Certificate
City of New Bedford OSHA Compliance Certificate
City of New Bedford Undocumented Worker Certificate

(MINIMUM WAGE RATES AND HEALTH AND WELFARE AND PENSION CONTRIBUTIONS FOLLOW)

END OF SECTION
Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker’s rate for the trade.
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at http://www.mass.gov/dols/pw.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and
<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
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<td>12/01/2018</td>
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| (3 AXLE) DRIVER - EQUIPMENT                        | 12/01/2018     | $33.32    | $11.91 | $12.70  | $0.00                     | $57.93     |
| TEAMSTERS JOINT COUNCIL NO. 10 ZONE B               | 06/01/2019     | $34.32    | $11.91 | $12.70  | $0.00                     | $58.93     |
|                                                   | 08/01/2019     | $34.32    | $12.41 | $12.70  | $0.00                     | $59.43     |
|                                                   | 12/01/2019     | $34.32    | $12.41 | $13.72  | $0.00                     | $60.45     |
|                                                   | 06/01/2020     | $35.22    | $12.41 | $13.72  | $0.00                     | $61.35     |
|                                                   | 08/01/2020     | $35.22    | $12.91 | $13.72  | $0.00                     | $61.85     |
|                                                   | 12/01/2020     | $35.22    | $12.91 | $14.82  | $0.00                     | $62.95     |
|                                                   | 06/01/2021     | $36.02    | $12.91 | $14.82  | $0.00                     | $63.75     |
|                                                   | 08/01/2021     | $36.02    | $13.41 | $14.82  | $0.00                     | $64.25     |
|                                                   | 12/01/2021     | $36.02    | $13.41 | $16.01  | $0.00                     | $65.44     |

| (4 & 5 AXLE) DRIVER - EQUIPMENT                     | 12/01/2018     | $33.44    | $11.91 | $12.70  | $0.00                     | $58.05     |
| TEAMSTERS JOINT COUNCIL NO. 10 ZONE B               | 06/01/2019     | $34.44    | $11.91 | $12.70  | $0.00                     | $59.05     |
|                                                   | 08/01/2019     | $34.44    | $12.41 | $12.70  | $0.00                     | $59.55     |
|                                                   | 12/01/2019     | $34.44    | $12.41 | $13.72  | $0.00                     | $60.57     |
|                                                   | 06/01/2020     | $35.34    | $12.41 | $13.72  | $0.00                     | $61.47     |
|                                                   | 08/01/2020     | $35.34    | $12.91 | $13.72  | $0.00                     | $61.97     |
|                                                   | 12/01/2020     | $35.34    | $12.91 | $14.82  | $0.00                     | $63.07     |
|                                                   | 06/01/2021     | $36.14    | $12.91 | $14.82  | $0.00                     | $63.87     |
|                                                   | 08/01/2021     | $36.14    | $13.41 | $14.82  | $0.00                     | $64.37     |
|                                                   | 12/01/2021     | $36.14    | $13.41 | $16.01  | $0.00                     | $65.56     |

| ADS/SUBMERSIBLE PILOT                               | 08/01/2018     | $97.80    | $9.90  | $21.15  | $0.00                     | $128.85    |
| PILE DRIVER LOCAL 56 (ZONE 2)                      | 08/01/2019     | $102.78   | $9.90  | $21.15  | $0.00                     | $133.83    |

For apprentice rates see "Apprentice- PILE DRIVER"

| AIR TRACK OPERATOR                                 | 12/01/2018     | $34.27    | $7.85  | $14.44  | $0.00                     | $56.56     |
| LABORERS - ZONE 2                                  | 06/01/2019     | $35.14    | $7.85  | $14.44  | $0.00                     | $57.43     |
|                                                   | 12/01/2019     | $36.00    | $7.85  | $14.44  | $0.00                     | $58.29     |
|                                                   | 06/01/2020     | $36.89    | $7.85  | $14.44  | $0.00                     | $59.18     |
|                                                   | 12/01/2020     | $37.78    | $7.85  | $14.44  | $0.00                     | $60.07     |
|                                                   | 06/01/2021     | $38.70    | $7.85  | $14.44  | $0.00                     | $60.99     |
|                                                   | 12/01/2021     | $39.61    | $7.85  | $14.44  | $0.00                     | $61.90     |

For apprentice rates see "Apprentice- LABORER"
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<th>Classification</th>
<th>Effective Date</th>
<th>Base Wage</th>
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<th>Total Rate</th>
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### Apprentices - BOILERMakers Local 29

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### Notes:

Apprentice to Journeyworker Ratio: 1:4

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### Notes:

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)

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**Issue Date:** 05/30/2019  
**Wage Request Number:** 20190530-026  
**Page 4 of 40**
### BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

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**Notes:**

Apprentice to Journeyworker Ratio: 1:5

### BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4

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For apprentice rates see "Apprentice - OPERATING ENGINEERS"

### CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE

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For apprentice rates see "Apprentice - LABORER"

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For apprentice rates see "Apprentice - LABORER"
### Classification

**CAISSON & UNDERPINNING TOP MAN**  
**LABORERS - FOUNDATION AND MARINE**

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*For apprentice rates see "Apprentice- LABORER"*

### Classification

**CARBIDE CORE DRILL OPERATOR**  
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*For apprentice rates see "Apprentice- LABORER"*

### Classification

**CARPENTER**  
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**Notes:**
- % Indentured After 10/1/17; 45/45/55/70/80/80
- Step 1&2 $30.69/ 3&4 $36.59/ 5&6 $53.59/ 7&8 $59.55
- Apprentice to Journeyworker Ratio: 1:5

**CARPENTER WOOD FRAME**  
**CARPENTERS-ZONE 2 (Wood Frame)**

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All Aspects of New Wood Frame Work
### Carpenter (Wood Frame) - Zone 2

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Notes:
- % Indentured After 10/1/17; 45/45/55/55/70/70/80/80
- Step 1&2 $19.45/ 3&4 $26.96/ 5&6 $34.19/ 7&8 $36.95
- Apprentice to Journeyworker Ratio: 1:5

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### Cememt Masonry/Plastering

**Bricklayers Local 3 (New Bedford)**

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### Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)

**Effective Date:** 01/01/2019

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**Notes:**
- Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.
- Apprentice to Journeyworker Ratio: 1:3

### Chain Saw Operator

**LABORERS - ZONE 2**

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For apprentice rates see "Apprentice- LABORER"

### Clam Shells/Slurry Buckets/Heading Machines

**OPERATING ENGINEERS LOCAL 4**

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

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LABORERS - ZONE 2

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**Notes:**

Steps are 750 hours

**Apprentice to Journeyworker Ratio: 2:3**

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### ELEVATOR CONSTRUCTOR

**ELEVATOR CONSTRUCTORS LOCAL 4**

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### Apprentice - ELEVATOR CONSTRUCTOR - Local 4

**Effective Date:** 01/01/2019

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**Notes:**
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

### Effective Date - 01/01/2020

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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

### ELEVATOR CONSTRUCTOR HELPER

**ELEVATOR CONSTRUCTORS LOCAL 4**

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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

### FENCE & GUARD RAIL ERECTOR

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For apprentice rates see "Apprentice - LABORER"

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**OPERATING ENGINEERS LOCAL 4**

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**Notes:**
- Steps are 750 hrs.
- % After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
- Step 1&2 $30.55/ 3&4 $36.49/ 5&6 $53.33/ 7&8 $59.33

### FORK LIFT/CHERRY PICKER

**OPERATING ENGINEERS LOCAL 4**

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

### GENERATOR/LIGHTING PLANT/HEATERS

**OPERATING ENGINEERS LOCAL 4**

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

### GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)

**GLAZIERS LOCAL 1333**

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**Notes:**

- Apprentices to Journeyworker Ratio: 1:3

**HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4**

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<th>Effective Date</th>
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### Operating Engineers - Local 4

#### Apprentice Rates

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### HVAC (Ductwork)

#### Sheetmetal Workers Local 17 - B

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For apprentice rates see "Apprentice- Sheet Metal Worker"

### HVAC (Electrical Controls)

#### Electricians Local 223

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For apprentice rates see "Apprentice- Electrician"

### HVAC (Testing and Balancing - Air)

#### Sheetmetal Workers Local 17 - B

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For apprentice rates see "Apprentice- Sheet Metal Worker"

### HVAC (Testing and Balancing - Water)

#### Plumbers & Pipefitters Local 51

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For apprentice rates see "Apprentice- Pipefitter" or "Plumber/pipefitter"

### HVAC Mechanic

#### Plumbers & Pipefitters Local 51

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For apprentice rates see "Apprentice- Pipefitter" or "Plumber/pipefitter"
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For apprentice rates see "Apprentice- LABORER"

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### Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Southern MA

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**Notes:**
- Steps are 1 year
- Apprentice to Journeyworker Ratio: 1:4

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**Notes:**

Apprentice to Journeyworker Ratio: 1:4

**JACKHAMMER & PAVING BREAKER OPERATOR**

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For apprentice rates see "Apprentice-LABORER"

**LABORER**

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#### 06/01/2019

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### Notes:

Apprentice to Journeyworker Ratio: 1:5

LABORER: CARPENTER TENDER
LABORERS - ZONE 2

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For apprentice rates see "Apprentice - LABORER"

LABORER: CEMENT FINISHER TENDER
LABORERS - ZONE 2

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For apprentice rates see "Apprentice - LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER
LABORERS - ZONE 2

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For apprentice rates see "Apprentice - LABORER"
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For apprentice rates see "Apprentice- LABORER"

| LABORER: MULTI-TRADE TENDER            | 12/01/2018     | $33.52    | $7.85  | $14.44  | $0.00                     | $55.81     |
| LABORERS - ZONE 2                      | 06/01/2019     | $34.39    | $7.85  | $14.44  | $0.00                     | $56.68     |
|                                        | 12/01/2019     | $35.25    | $7.85  | $14.44  | $0.00                     | $57.54     |
|                                        | 06/01/2020     | $36.14    | $7.85  | $14.44  | $0.00                     | $58.43     |
|                                        | 12/01/2020     | $37.03    | $7.85  | $14.44  | $0.00                     | $59.32     |
|                                        | 06/01/2021     | $37.95    | $7.85  | $14.44  | $0.00                     | $60.24     |
|                                        | 12/01/2021     | $38.86    | $7.85  | $14.44  | $0.00                     | $61.15     |

For apprentice rates see "Apprentice- LABORER"

| LABORER: TREE REMOVER                  | 12/01/2018     | $33.52    | $7.85  | $14.44  | $0.00                     | $55.81     |
| LABORERS - ZONE 2                      | 06/01/2019     | $34.39    | $7.85  | $14.44  | $0.00                     | $56.68     |
|                                        | 12/01/2019     | $35.25    | $7.85  | $14.44  | $0.00                     | $57.54     |
|                                        | 06/01/2020     | $36.14    | $7.85  | $14.44  | $0.00                     | $58.43     |
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|                                        | 06/01/2021     | $37.95    | $7.85  | $14.44  | $0.00                     | $60.24     |
|                                        | 12/01/2021     | $38.86    | $7.85  | $14.44  | $0.00                     | $61.15     |

This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"

| LASER BEAM OPERATOR                    | 12/01/2018     | $33.77    | $7.85  | $14.44  | $0.00                     | $56.06     |
| LABORERS - ZONE 2                      | 06/01/2019     | $34.64    | $7.85  | $14.44  | $0.00                     | $56.93     |
|                                        | 12/01/2019     | $35.50    | $7.85  | $14.44  | $0.00                     | $57.79     |
|                                        | 06/01/2020     | $36.39    | $7.85  | $14.44  | $0.00                     | $58.68     |
|                                        | 12/01/2020     | $37.28    | $7.85  | $14.44  | $0.00                     | $59.57     |
|                                        | 06/01/2021     | $38.20    | $7.85  | $14.44  | $0.00                     | $60.49     |
|                                        | 12/01/2021     | $39.11    | $7.85  | $14.44  | $0.00                     | $61.40     |

For apprentice rates see "Apprentice- LABORER"

| MARBLE & TILE Finishers                | 02/01/2019     | $40.91    | $10.75 | $18.97  | $0.00                     | $70.63     |
| BRICKLAYER LOCAL 3 - MARBLE & TILE     | 08/01/2019     | $41.99    | $10.75 | $19.11  | $0.00                     | $71.85     |
|                                        | 02/01/2020     | $42.50    | $10.75 | $19.11  | $0.00                     | $72.36     |
|                                        | 08/01/2020     | $43.58    | $10.75 | $19.26  | $0.00                     | $73.59     |
|                                        | 02/01/2021     | $44.09    | $10.75 | $19.26  | $0.00                     | $74.10     |
|                                        | 08/01/2021     | $45.21    | $10.75 | $19.42  | $0.00                     | $75.38     |
|                                        | 02/01/2022     | $45.68    | $10.75 | $19.42  | $0.00                     | $75.85     |
### Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

#### Effective Date - 02/01/2019

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### Notes:

**Apprentice to Journeyworker Ratio:** 1:3

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### Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

**Effective Date - 02/01/2019**

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**Effective Date - 08/01/2019**

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**Notes:**

Apprentice to Journeyworker Ratio: 1:5

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### MECH. SWEEPER OPERATOR (ON CONST. SITES)

**OPERATING ENGINEERS LOCAL 4**

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

### MECHANICS MAINTENANCE

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

### MILLWRIGHT (Zone 2)

**MILLWORKERS LOCAL 1121 - Zone 2**

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#### Notes:
- Steps are 2,000 hours
- Apprentice to Journeyworker Ratio: 1:5
- For apprentice rates see "Apprentice- LABORER"

#### MORTAR MIXER

**LABORERS - ZONE 2**

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For apprentice rates see "Apprentice- LABORER"

#### OILER (OTHER THAN TRUCK CRANES, GRADALLS)

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

#### OILER (TRUCK CRANES, GRADALLS)

**OPERATING ENGINEERS LOCAL 4**

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

#### OTHER POWER DRIVEN EQUIPMENT - CLASS II

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"
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**Apprentice - Painter Local 35 - Bridges/Tanks**

**Effective Date: 01/01/2019**

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**Effective Date: 07/01/2019**

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**Notes:**

- Steps are 750 hrs.

**Apprentice to Journeyworker Ratio: 1:1**

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<th>Supplemental</th>
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#### Effective Date - 06/01/2013

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#### Notes:

- Steps are 4 mos.

#### Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

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**Notes:**
- Steps are 750 hrs.
- Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)

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Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

PAINTER (TRAFFIC MARKINGS)
LABORERS - ZONE 2

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For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

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**Notes:**
- Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:** 1:1

PAINTER / TAPER (BRUSH, REPAINT)

PAINTERS LOCAL 35 - ZONE 2

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**Issue Date:** 05/30/2019  **Wage Request Number:** 20190530-026
### Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

**Effective Date - 01/01/2019**

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**Effective Date - 07/01/2019**

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**Notes:**
- Steps are 750 hrs.
- Apprentice to Journeyworker Ratio: 1:1

---

**PANEL & PICKUP TRUCKS DRIVER**

TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

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**PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)**

PILE DRIVER LOCAL 56 (ZONE 2)

For apprentice rates see "Apprentice- PILE DRIVER"

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**PILE DRIVER**

PILE DRIVER LOCAL 56 (ZONE 2)

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### PILE DRIVER - Local 56 Zone 2

**Apprentice** - 

**Effective Date** - 08/01/2018

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**Notes:** Apprentice wages shall be no less than the following Steps; (Same as set in Zone 1) $54.34/$58.99/$63.65/$65.98/$68.31/$72.96/$72.96

Apprentice to Journeyworker Ratio: 1:5

**PIPELAYER**

**LABORERS - ZONE 2**

- Effective Date: 09/01/2018
- Base Wage: $56.06
- Health: $7.85
- Pension: $0.00
- Total Rate: $60.49

- Effective Date: 06/01/2019
- Base Wage: $56.06
- Health: $7.85
- Pension: $0.00
- Total Rate: $60.49

- Effective Date: 12/01/2019
- Base Wage: $56.06
- Health: $7.85
- Pension: $0.00
- Total Rate: $60.49

For apprentice rates see "Apprentice- LABORER"

### PLUMBER & PIPEFITTER

**PLUMBERS & PIPEFITTERS LOCAL 51**

**Apprentice** - 

**Effective Date** - 09/01/2018

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**Notes:**
- Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85
- Apprentice to Journeyworker Ratio: 1:3

**PNEUMATIC CONTROLS (TEMP.)**

**PLUMBERS & PIPEFITTERS LOCAL 51**

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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

**PNEUMATIC DRILL/TOOL OPERATOR**

**LABORERS - ZONE 2**

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For apprentice rates see "Apprentice- LABORER"
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For apprentice rates see "Apprentice- LABORER"

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"
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For apprentice rates see "Apprentice- LABORER"

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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**Notes:** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive $1.00 hr. above ROOFER)

**Apprentice to Journeyworker Ratio:**

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<th>Step</th>
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**Notes:** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive $1.00 hr. above ROOFER)

**Apprentice to Journeyworker Ratio:**

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For apprentice rates see "Apprentice- ROOFER"

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**Effective Date:** 04/01/2019

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**Notes:**

Apprentice to Journeyworker Ratio: 1:3

### SPECIALIZED EARTH MOVING EQUIP < 35 TONS

**Effective Date:** 12/01/2018

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### SPECIALIZED EARTH MOVING EQUIP > 35 TONS

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### SPRINKLER FITTER

**Effective Date:** 03/01/2019

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**Notes:** Apprentice entered prior 9/30/10: 40/45/50/55/60/65/70/75/80/85

- Steps are 850 hours
- Apprentice to Journeyworker Ratio: 1:3

### STEAM BOILER OPERATOR

**Operating Engineers Local 4

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223**

**Effective Date - 03/01/2019**

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**Notes:** See Electrician Apprentice Wages

Steps are 750hrs

Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

**Apprentice to Journeyworker Ratio: 2:3**

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## TERRAZZO FINISHER - Local 3 Marble & Tile

### Apprentice Rates

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### Notes:

- Apprentice to Journeyworker Ratio: 1:3

For apprentice rates see "Apprentice- LABORER"

### TEST BORING DRILLER

**LABORERS - FOUNDATION AND MARINE**

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For apprentice rates see "Apprentice- LABORER"

### TEST BORING DRILLER HELPER

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For apprentice rates see "Apprentice- LABORER"

### TEST BORING LABORER

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For apprentice rates see "Apprentice- LABORER"

| **VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B**                              | 12/01/2018     | $33.54    | $11.91 | $12.70  | $0.00                     | $58.15     |
|                                                                               | 06/01/2019     | $34.54    | $11.91 | $12.70  | $0.00                     | $59.15     |
|                                                                               | 08/01/2019     | $34.54    | $12.41 | $12.70  | $0.00                     | $59.65     |
|                                                                               | 12/01/2019     | $34.54    | $12.41 | $13.72  | $0.00                     | $60.67     |
|                                                                               | 06/01/2020     | $35.44    | $12.41 | $13.72  | $0.00                     | $61.57     |
|                                                                               | 08/01/2020     | $35.44    | $12.91 | $13.72  | $0.00                     | $62.07     |
|                                                                               | 12/01/2020     | $35.44    | $12.91 | $14.82  | $0.00                     | $63.17     |
|                                                                               | 06/01/2021     | $36.24    | $12.91 | $14.82  | $0.00                     | $63.97     |
|                                                                               | 08/01/2021     | $36.24    | $13.41 | $14.82  | $0.00                     | $64.47     |
|                                                                               | 12/01/2021     | $36.24    | $13.41 | $16.01  | $0.00                     | $65.66     |

For apprentice rates see "Apprentice- LABORER"

| **WAGON DRILL OPERATOR LABORERS - ZONE 2**                                     | 12/01/2018     | $33.77    | $7.85  | $14.44  | $0.00                     | $56.06     |
|                                                                               | 06/01/2019     | $34.64    | $7.85  | $14.44  | $0.00                     | $56.93     |
|                                                                               | 12/01/2019     | $35.50    | $7.85  | $14.44  | $0.00                     | $57.79     |
|                                                                               | 06/01/2020     | $36.39    | $7.85  | $14.44  | $0.00                     | $58.68     |
|                                                                               | 12/01/2020     | $37.28    | $7.85  | $14.44  | $0.00                     | $59.57     |
|                                                                               | 06/01/2021     | $38.20    | $7.85  | $14.44  | $0.00                     | $60.49     |
|                                                                               | 12/01/2021     | $39.11    | $7.85  | $14.44  | $0.00                     | $61.40     |

For apprentice rates see "Apprentice- LABORER"

| **WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4**                      | 12/01/2018     | $47.58    | $11.50 | $15.60  | $0.00                     | $74.68     |
|                                                                               | 06/01/2019     | $48.18    | $12.00 | $15.60  | $0.00                     | $75.78     |
|                                                                               | 12/01/2019     | $49.33    | $12.00 | $15.60  | $0.00                     | $76.93     |
|                                                                               | 06/01/2020     | $50.43    | $12.00 | $15.60  | $0.00                     | $78.03     |
|                                                                               | 12/01/2020     | $51.58    | $12.00 | $15.60  | $0.00                     | $79.18     |
|                                                                               | 06/01/2021     | $52.68    | $12.00 | $15.60  | $0.00                     | $80.28     |
|                                                                               | 12/01/2021     | $53.83    | $12.00 | $15.60  | $0.00                     | $81.43     |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| **WATER METER INSTALLER PLUMBERS & PIPEFITTERS LOCAL 51**                      | 09/01/2018     | $42.04    | $10.00 | $18.20  | $0.00                     | $70.24     |

For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"

**Outside Electrical - East**

| **CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104**  | 09/03/2017     | $27.14    | $7.75  | $1.81   | $0.00                     | $36.70     |

For apprentice rates see "Apprentice- LINEMAN"

| **CABLEMAN (Underground Ducts & Cables) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104** | 09/03/2017     | $38.45    | $7.75  | $9.53   | $0.00                     | $55.73     |

For apprentice rates see "Apprentice- LINEMAN"

| **DRIVER / GROUNDMAN CDL OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104**         | 09/03/2017     | $31.66    | $7.75  | $9.44   | $0.00                     | $48.85     |

For apprentice rates see "Apprentice- LINEMAN"
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**Apprentice - LINEMAN (Outside Electrical) - East Local 104**

**Effective Date -** 09/03/2017

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**Notes:**

Apprentice to Journeyworker Ratio: 1:2

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**TELEDATA CABLE SPlicer**

|                      | 02/04/2019 | $30.73   | $4.70  | $3.17   | $0.00                      | $38.60     |

**TELEDATA LINEMAN/EQUIPMENT OPERATOR**

|                      | 02/04/2019 | $28.93   | $4.70  | $3.14   | $0.00                      | $36.77     |

**TELEDATA WIREMAN/INSTALLER/TECHNICIAN**

|                      | 02/04/2019 | $28.93   | $4.70  | $3.14   | $0.00                      | $36.77     |

**TREE TRIMMER**

|                      | 01/31/2016 | $18.51   | $3.55  | $0.00   | $0.00                      | $22.06     |

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company’s equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.

**TREE TRIMMER GROUNDMAN**

|                      | 01/31/2016 | $16.32   | $3.55  | $0.00   | $0.00                      | $19.87     |

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company’s equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.
Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.
*** APP to JM; 1:1, 2:2, 3:3-4, 4:4-5, 5:6, 6:6-7, 7:7-8, 8:8-9, 9:9, 10:10, 11:11, 12:12, 13:13, 14:14, etc.
**** APP to JM; 1:1, 2:2, 3:3-4, 4:4-5, 5:5-6, 6:6-7, 7:7-8, 8:8, 9:9, 10:10-11, 11:11-12, 12:12-13, 13:13-14, 14:14, etc.
SECTION 01 00 00

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 1- General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section applies to all Work performed under the Contract.
   B. Any discrepancies found in the Contract Documents after signing of the Owner-Contractor agreement must be brought to the attention of the Architect for resolution. The Architect will determine which document entry governs and his decision will be final. The Contractor will not be entitled to a change in the Contract Time or Contract Sum based on discrepancies found after signing of the Owner-Contractor agreement.
   C. Should conflict be evident between Contract Documents or within any Contract Document, the Contractor is deemed to have estimated the more expensive method of doing the Work unless he shall have asked for, and obtained, a written decision prior to submittal of bid or price quote, as to which method or materials will be required. Should the Work proceed after the discovery of errors, conflict, or omission by the Contractor and clarification has not been received from the Architect, the Contractor will be held fully responsible for replacement or correction, as directed by the Architect, at the Contractor's expense.

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all the Contract Documents for requirements which effect the Work of this Section.
   B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein
      4. DIVISION 04 – MASONRY; including all Sections contained therein
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
     10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
     11. Section 22 00 00 – Plumbing
     12. Section 23 00 00 - HVAC
     13. Section 26 00 00 – Electrical

1.04 PROJECT IDENTIFICATION AND DESCRIPTION OF WORK
   A. Project Identification: The name of the Project is “NEW BEDFORD HIGH SCHOOL – SWIMMING POOL LOCKER ROOM RENOVATIONS”. The Project site is located at 230 Hathaway Blvd., New Bedford, MA 02740.
B. Abbreviated Written Summary: The Work of the Contract can be summarized by reference to the Contract Documents. Work of this Contract includes the coordination of the entire Work indicated by the Contract Documents. Work of this Contract includes architectural and demolition Work which together provide a fully functioning facility in accordance with requirements of the Contract Documents. All items shown, indicated, or inferable from the Contract Documents are to be included such that there are no omissions which would prevent full use in all respects. Materials shown or indicated in any one Contract Document are to be inferred as if required by all. Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions, and other forces outside the Contract Documents. Briefly, without limitation the Work can be summarized as follows:

1. The Project consists of: selective demolition; shower compartments; masonry walls and infill, concrete ramps, plumbing work, HVAC work, and electrical work at the New Bedford High School swimming pool and locker rooms.

C. Examination of Site and Documents:

1. All Bidders are required to visit the site and examine all Contract Documents before submitting a bid. Inspect and be thoroughly familiar with the same and conditions under which the Work will be carried out. Neither the Owner nor the Architect will be responsible for errors, omissions and/or charges for extra Work arising from Contractor's failure to familiarize themselves with the Contract Documents or existing site and conditions. By submitting a Bid, the Bidder agrees and warrants that he had the opportunity to examine the building site and the Contract Documents, that he is familiar with the conditions and requirements of both and where they require, in any part of the Work, a given result to be produced, that the Contract Documents are adequate and that he will produce the required result.

2. The building site will be available for inspection as set forth in the City of New Bedford Front End, Pre-Bid Conference/Site Inspection

1.05 SPECIFICATION INFORMATION

A. These specifications are a special form of technical writing edited from master specifications and contain deviations from traditional writing formats. Capitalization, underlining and bold print is only used to assist reader in finding information and no other meaning will be implied.

B. Except where specifically indicated otherwise, the subject of all imperative statements is the Contractor.

C. Sections are generally numbered in conformance with Construction Specifications Institute Master Format System. Numbering sequence is not consecutive. Refer to Index of Specification Sections for names and numbers of Sections included in this Project.

D. Pages are numbered separately for each Section. Each Section is noted with "End of Section" to indicate when Section is complete.

1.06 DEFINITIONS

A. Owner: City of New Bedford, New Bedford, Massachusetts.

B. Provide: means furnish and install, complete with all necessary components and accessories, ready for intended use.

C. Indicated: is a reference to other portions of the Contract Documents.

D. Approved: Except where specifically stated otherwise, the words "approved", "directed", "requested", "selected", "accepted" mean "approved by the Architect", "directed by the Architect" and so on. The words "approved" and "accepted" shall be held to the limitations stated in the General Conditions. In no case, shall "approval" or "acceptance" by the Architect be interpreted as a release of Contractor of his responsibilities to fulfill all the requirements of the Contract Documents. Where the Contract Documents require Contractor approval, approval must be submitted in writing using the word "approved" Contractor "review" only is not an acceptable substitute for Contractor approval.
E. Observe/Observation: Except as otherwise defined in greater detail, the Architect’s observation of the Work will be held to the limitations stated in the General Conditions and the Owner/Architect agreement. In no case, shall observation by the Architect be interpreted as a release of Contractor of his responsibilities to fulfill all the requirements of the Contract Documents. Observe shall be defined in accordance with the General Conditions of the Contract to include only visiting the site periodically, observing the condition and progress of the Work, and reporting to the Owner.

F. Furnish: Except as otherwise defined in greater detail, furnish means supply, including shop fabrication if applicable, and deliver to project site, ready for unloading, unpacking, assembly, installation and the like as applicable in each instance.

G. Install: Except as otherwise defined in greater detail, install means operations at project site including, but not limited to, unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, placing in service and similar operations as applicable in each instance.

H. Installer: The person or firm engaged by Contractor or Subcontractor for performance of a specific unit of installation Work at the project site. It is a general requirement that Installers be expert and experienced in the Work they are engaged to perform.

I. Day: Except as otherwise defined in Owner-Contractor Agreement, day means calendar day.

J. Public: Any person in the building other than those attending to central mechanical, electrical, and plumbing services.

K. Public Areas: All areas other than rooms dedicated solely to central mechanical, electrical, and plumbing equipment.

L. Back-of-House Areas: Rooms not designated as part of a public area.

M. Continuation of Material: Where a given material is indicated on any of the Drawings, it is intended that such material be used throughout the length and height of walls, partitions, spandrels, panels, windows, lights, areas, etc., or in the assembly detail in which it occurs, for other similar locations throughout the building, unless a different material is specifically indicated.

1.07 INDUSTRY STANDARDS

A. Referenced standards are part of the Contract Documents and have the same force and effect as if bound with these specifications.

B. Except where specifically indicated otherwise, comply with the current standard in effect as of the date of the Owner/Contractor Agreement.

C. Obtain copies of industry standards directly from publisher.

D. The titles of industry standard organizations are commonly abbreviated; full titles may be found in Encyclopedia of Associations or consult Architect.

E. Where Workmanship is governed by a referenced standard, submit one copy to Architect and additional copies to fabricators, installers, and others involved in the performance of the Work.

1.08 CONTRACTOR USE OF PREMISES

A. The Contractor may be allowed to use a limited portion of the existing building for field offices and/or storage areas at the discretion of the Owner. Temporary office and storage space shall be provided by the Contractor in accordance with requirements of Section 01 50 00 - Temporary Facilities and Controls. Owner approval will be required for all temporary office facilities and storage areas, including their size and location.

B. The Contractor shall submit a Site Utilization Plan for approval prior to commencing the Work of this Contract. The plan shall include, but not be limited to, proposed locations for Contractor and Subcontractor laydown and/or material storage areas, field offices, and site access.
1.09 USER OCCUPANCY
   A. The existing site will be occupied during the Work of this Contract. Work required to be performed in areas occupied for
      summer programs, as indicated on the Drawings, shall be performed before or after program hours, or on weekends,
      at no additional cost to the Owner.

1.10 PERMITS, INSPECTION AND TESTING REQUIRED BY GOVERNING AUTHORITIES
   A. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction
      require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect and such
      Authority timely notice of its readiness so that the Architect may observe such inspection and testing.
   B. Prior to the start of construction, the Contractor shall complete application to the applicable Building Code enforcement
      authority for the building permits. Such Permits shall be displayed in a conspicuous location at the project sites. Fees
      for Building, Electrical, Plumbing, Fire Protection, and Mechanical Permits will be paid in accordance with the City of
      New Bedford Building Department Permit Fee Schedule.
      1. Application for Building Permit shall include the following Documents:
         b. Narrative Report for compliance with 780 CMR, 1301.8.4
   C. Submit copies of all permits, licenses, certifications, inspection reports, releases, notices, judgements, and
      communications from authorities having jurisdiction.

1.11 CONSTRUCTION SCHEDULES
   A. Within 14 days after signing the Owner/Contractor Agreement, provide the following for the Project:
      1. A comprehensive bar chart schedule showing all major and critical minor portions of the Work, sequence of Work
         and duration of each activity. Update and reissue regularly.
      2. Progress schedule indicating Substantial Completion within the specified Contract Time
      3. Critical path chart indicating the interrelationships of critical and non-critical events required to complete the
         Project on the dates established. The Contractor will be required to use “Primvera/P-3” CPM scheduling software.
      4. Update all schedules and distribute monthly.
      5. Other required schedules, including but not limited to, Submittals and Testing.
   B. Provide all schedules in accordance with requirements of Section 01 51 11 – Progress Schedule.

1.12 SCHEDULE OF VALUES
   A. Prepare Schedule of Values to coordinate with application for payment breakdown. The Schedule of Values shall be
      broken down into labor and materials for each Work activity with increments no greater than $50,000.00. Submit at
      least 10 days before first payment application. Update and reissue regularly. The CPM shall be tied into and reflect the
      Schedule of Values.

1.13 PAYMENT REQUESTS
   A. Provide three copies of each request in a complete filled out copies of AIA G702 and continuation sheet G703.
      Substantiate requests with complete documentation; include change orders to date. Provide partial lien waivers for
      Work in progress and full lien waivers for completed Work. Contractor shall be required by Law to submit payroll
      records substantiating payment of wage rates to employees on a weekly basis.
   B. Before first payment application, provide the following:
      1. List of Subcontractors, suppliers and fabricators
      2. Schedule of Values
      3. Progress Schedule
      4. Submittal Schedule keyed to project schedule
      5. List of Contractor’s key project personnel
6. Copies of permits and other communications from authorities
7. Contractor's Certificate of Insurance
8. Performance and Payment Bonds
9. Unit Price Schedule
10. Contractor's complete submittal log
11. Contractor's complete submittal schedule

C. Before final payment application, provide and complete the following:
   1. Complete closeout requirements
   2. Complete punch list items
   3. Settle all claims
   4. Transmit Record Documents to Architect
   5. Prove that all taxes, fees and similar obligations have been paid
   6. Remove of temporary facilities and surplus materials
   7. Change lock cylinders or cores
   8. Clean the Work
   9. Submit Consent of Surety for final payment.

1.14 PROCEDURES & CONTROLS

A. Preconstruction Conference: Require representatives of all major Subcontractors and suppliers to attend; notify Owner and Architect at least 72 hours in advance.

B. Progress Meetings: Hold regular weekly meetings with Owner and Architect, and meetings before preparation of payment requests. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by his own superintendent. An authorized representative of any Subcontractor or Subcontractors shall attend such meetings if his presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.

1. As a prerequisite for monthly payments, ordering schedules, shop drawing schedule, and coordination meeting schedules shall be prepared and maintained by the Contractor and shall be reviewed and updated in a monthly basis, and a copy shall be submitted to the Owner's Representative and Architect.

2. To expedite construction progress on this project, the 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.

3. Scheduling shall be discussed with all concerned parties, and methods shall be presented by the Contractor which shall reflect construction completion not being deferred, at no additional expense to the Owner.

4. Project meetings shall be chaired by the Architect.

5. Project Meeting Notes: The Contractor shall be responsible for recording meeting minutes at each project meeting. The minutes shall incorporate the substance of all issues discussed, noting date of entry of each issue, the resolution, the party responsible for issue resolution, and the date of resolution. The meeting minutes will be distributed to all attendees and responsible parties at the next scheduled project meeting.

C. Daily Reports: Prepare daily reports recording all important information concerning events at the site for each project site. Submit to Architect weekly. Minimum required information contained in the daily report will be:

1. Manpower by trade
2. Work activity by trade
3. Equipment by trade
4. Material deliveries by trade
5. Weather conditions
6. All safety violations and accidents
7. Inspections if any
D. Layout: Layout Work and be responsible for all lines, elevations, and measurements of the building, grading, utilities and other Work executed under the Contract.

E. Project Limit Line: The boundaries of the site do not limit the responsibility of the Contractor to perform the Work in its entirety. Make utility connections as indicated. The Contractor’s superintendent must be present at each of the sites whenever any Work is being performed.

F. Matching: Where matching is indicated, the Architect shall be the sole and final judge of what is an acceptable match.

G. Observation: Notify the Architect and authorities having jurisdiction at least thirty-six hours in advance of concealing any Work.

H. Utilities: Prior to interrupting utilities, services or facilities, notify the utility owners and obtain their written approval.

I. Furnishings, Fixtures, and Equipment: Cooperate and permit the Owner to install his furnishings and equipment during the progress of the Work. Owner’s installation of furnishings or equipment does not signify Owner’s acceptance of any portion of the Work.

J. Clean-Up: Clean-up all waste at least once a week, remove from site regularly, and legally dispose of off-site.

K. Installer’s Acceptance of Conditions: All installers shall inspect substrates and conditions under which Work is to be executed and shall report in writing to the Contractor all conditions detrimental to the proper execution and completion of the Work. Do not proceed with Work until unsatisfactory conditions are corrected. Beginning Work means installer accepts previous Work and conditions.

L. Documentation: The Contractor shall be responsible for providing and maintaining filing, reporting, Submittals, RFI’s, Payment Requisitions, Schedules, Change Proposals, Change Orders, and the like for the project.

M. Management and Financial Records: Management and financial records shall be maintained by the Contractor pursuant to M.G.L. c 30 § 39 R.

N. Provide noise and dust control procedures in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

1.15 SPECIAL PROJECT CONDITIONS

A. The Contractor shall undertake every possible measure to prevent damage of any kind to any portion of existing surrounding properties or areas.

B. The Contractor is required to exercise all possible care in the conduct of any Work which would affect surrounding properties and occupied areas and to be aware of the potential for damage. The Contractor shall be prepared to stop any Work immediately which is deemed to cause deleterious affects to adjacent areas.

C. The Contractor shall be held responsible for any damage to surrounding properties and occupied areas resulting from his failure to exercise care during the course of construction.

1.16 PROTECTION OF EXISTING UTILITIES

A. The Contractor shall schedule, execute and pay all costs associated with implementation of all requirements related to disconnection or interruption of existing public or private utility services in accordance with requirements of local authorities having jurisdiction, including but not limited to the following:

1. City of New Bedford Police Department
2. City of New Bedford Fire Department
3. City of New Bedford Department of Public Works
4. City of New Bedford Water Department
5. Local Telephone Provider
6. Local Natural Gas Provider
7. Local Cable TV Provider
8. Dig Safe
B. Protect existing utilities which remain from damage due to construction operations. Identify locations of utilities with temporary markers.

C. The Contractor shall be responsible for determining locations of underground structures and utilities, including but not limited to: water, sewer, gas, electric, telephone, and cable TV. Utility services to adjacent buildings shall be maintained without interruption, unless otherwise authorized in writing by the Architect. Utilities located in public ways surrounding the Project site shall be protected from damage related to the Work of this Section. All costs related to repair or replacement of damage to existing utilities not called for to be altered under the Work of this Contract shall be paid by the Contractor. No excavation in a public street or way, or in any public or private place, shall take place prior to verification of the location of all underground utilities by DIG SAFE.

D. Place markers to indicate locations of disconnected services and identify service lines and capping locations on Project Record Documents.

1.17 WARRANTIES

A. The Work of this Contract, including Substantial Completion, will be completed in two (2) Phases. The Contractor shall be responsible for providing full manufacturer warranties in accordance with requirements of individual trade Sections for specific product warranty requirements. Because of overlapping nature of the required construction Phases, the Contractor shall be responsible for providing manufacturer warranties, the Effective Starting Date of which, shall commence upon Substantial Completion of the respective Phase of the Work of the Contract, as described in the Contract Documents, and shall run for the warranty period indicated in the respective trade Section.

B. Procurement: Where a warranty is required, do not purchase or subcontract for materials or Work until it has been determined that parties required to countersign warranties are willing to do so.

C. Warranty Forms: Submit written warranty to Owner through Architect for approval prior to execution. Furnish 2 copies of executed warranty to Owner for his records; furnish 2 additional conformed copies where required for maintenance manual.

D. Work Covered: Contractor shall remove and replace other Work of project which has been damaged as a result of failure of warranted Work or equipment, or which must be removed and replaced to provide access to Work under warranty. Unless otherwise specified, warranty shall cover full cost of replacement or repair, and shall not be pro-rated on basis of useful service life.

E. Warranty Extensions: Work repaired or replaced under warranty shall be warranted until the original warranty expiration date or for ninety days whichever is later in time.

1.18 DELIVERY, STORAGE, HANDLING, & INSTALLATION CONDITIONS

A. Manufacturer's Instructions: Strictly comply with manufacturer's instructions and recommendations and prevent damage, deterioration and loss, including theft.

B. Minimize long-term storage of products at the site. Maintain environmental conditions, temperature, ventilation, and humidity within range permitted by manufacturers of materials and products used.

1.19 LABELS

A. Labels, Trademarks, & Trade Names: Locate required labels on inconspicuous surfaces (not typically visible to the public). No manufacturer labels, nameplates, trademarks, or other identifying markings shall be located on surfaces visible to the public. Any such markings shall be removed and damage repaired, or item replaced, at the discretion of the Architect. Provide permanent data plate on each item of mechanical equipment stating manufacturer, model, serial number, capacity, ratings and all other essential data.
1.20 MUNICIPAL POLICE SERVICES
A. The Contractor shall make all necessary arrangements with the City of New Bedford Police Department in advance of times when regular off-duty, or reserve, police officers will be needed for traffic control protection, due to operations performed under this Contract. Officers shall be compensated, by the Contractor, in accordance with City of New Bedford wage rates for such services. Extend the Workman’s compensation Insurance and Employer’s Liability Insurance, required under the General Contract, to cover police used on the project.

1.21 WELDING, CUTTING, AND BURNING PROCEDURES
A. PURPOSE
1. The purpose of this procedure is to provide minimum standards to prevent loss of life and property from fire during welding, cutting or burning processes involving the use of oxygen-fuel gas and electric arc cutting and welding equipment.

B. GENERAL REQUIREMENTS
1. In the performance of welding, cutting and burning operations, only approved equipment shall be used and the equipment shall be installed and operated in accordance with OSHA standards, the manufacturer’s instructions, and nationally recognized good practice.

2. A “Hot Work” permit for welding, cutting, burning or spark producing operations shall not be issued unless the individual in charge of performing such operations is deemed capable of doing such work in a safe manner by the Contractor’s Safety Representative. Demonstration of knowledge of fire safety requirements and this welding and cutting procedure in addition to the equipment manufacturer’s operational instructions shall constitute acceptable evidence of compliance.

3. A fire watch shall be provided by the Contractor or the Filed-Subcontractor’s for their respective work to safeguard against the ignition of any material by the welding, cutting or burning operation, to make use of portable fire extinguishers or fire hose and to perform similar fire prevention and fire protection duties. The fire watch shall remain on the job at least 30 minutes after the “hot-work” including but not limited to welding or cutting operations have been completed to ensure that no fire exists. A signed inspection report attesting to that fact shall be filed and available for inspection by the local Fire Department.

4. A record shall be maintained by the responsible Contractor and Filed-Subcontractor Safety Representative of all locations where welding or cutting operations are performed. The record shall state the name of the assigned fire watch or watches and the length of time for which the fire watch standby was continued after work was completed (a minimum of 30 minutes). It shall include the date, time, and specific location at which work was done and describe the work, fire protection provided, and special precautions taken. Individual job authorizations shall be kept available always for inspection by the local Fire Department or the Owner’s Representative. The assigned fire watch or fire watches shall sign the work authorization attesting to the fact that no fire existed after the work ceased and the standby period had passed.

5. Where welding, cutting or burning is done near walls, partitions, ceiling or roof of combustible construction, fire resistant shields or guards shall be provided to prevent ignition. When welding, cutting or burning is to be done on a metal wall, partition, ceiling, or roof, precautions shall be taken to prevent ignition of combustibles on the other side due to conduction of radiation. A fire watch shall be required on the other side of the exposed wall, partition, ceiling or roof if there is any danger of the welding, cutting or burning on one side to result in ignition of materials or structure on the unexposed side. Welding, cutting or burning shall not be attempted on a metal partition wall or on partitions of combustible sandwich-type panel construction.

C. FIRE SAFETY REQUIREMENTS
1. Cutting or welding operations shall be performed only in areas that have been protected against the ignition and spread of fire.

2. Within the confines of a Contractor and Filed-Subcontractor’s work area welding, cutting or burning shall be done in specific areas designed and approved for such work as a maintenance shop, an outside location or a detached structure which shall be of noncombustible or fire resistive construction.
3. When work cannot be moved as in most construction or structural modification activity, the area shall be made fire safe by removing all combustible material within distance of 35 feet and all combustible material from beneath the location where welding, cutting or burning is to be performed.

4. When work cannot be relocated and combustible material cannot be feasibly relocated, all combustible material exposed within 35 feet horizontally or beneath the welding, cutting or burning operation or within 35 feet of exposed floor, ceiling or wall openings shall meet the following requirements:
   a. Such combustible construction or material shall be protected from possible sparks, hot metal or oxidized by fire resistive shields or noncombustible covers as required by the Massport Fire Rescue Department.
   b. Such floor, ceiling or wall openings shall be protected by fire resistive shields and openings or cracks in walls, floors or ducts shall be tightly covered to prevent the passage of sparks or slag to adjacent areas.

5. At least one portable fire extinguisher having a rating of not less than 4-A:60-B:C shall be kept at the location where welding, cutting or burning is done and at least one portable fire extinguisher having a rating of not less than 2-A:10-B:C shall be attached to all portable welding carts.

6. Welding, cutting or burning shall not be done in or near rooms or locations where flammable gases, liquids or vapors, lint dust or loose combustible stocks are present when sparks or hot metal from the welding, cutting or burning operations may cause ignition or explosion of such materials.

7. Welding, cutting or burning shall not be performed in the presence of explosive atmospheres or on containers, equipment or in hollow spaces or cavities which contain or have contained flammable fluids, gases or solids until these containers or equipment have been thoroughly cleaned, inverted or purged.

8. Sprinkler protection shall not be shut off while welding, cutting or burning work is being performed. When welding, cutting or burning work is being done close to automatic sprinkler heads, noncombustible board products or damp cloth guards shall be used to shield the individual heads, but shall be removed when the work is completed.

9. Where a sprinkler system will be impaired or rendered inoperative for any reason, this shall be noted in the application for permit so that all necessary precautions may be taken as required by the local Fire Department.

10. Hot tapping of other welding, cutting or burning on a flammable gas or liquid transmission or distribution utility pipe line shall be qualified to perform such work.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION
SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART I - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 1 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section shall include, but not be limited to, the following:
      1. Administrative and procedural requirements for handling and processing Contract modifications.

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
   B. Other Specifications Sections which directly relate to the Work of this Section include, but are not limited to, the following:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein
      4. DIVISION 04 – MASONRY; including all Sections contained therein
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
      10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
      11. Section 22 00 00 – Plumbing
      12. Section 23 00 00 - HVAC
      13. Section 26 00 00 – Electrical

1.04 MINOR CHANGES IN THE WORK
   A. Supplemental instructions authorizing minor changes the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect on AIA form G710, Architects Supplemental Instructions.

1.05 CHANGE ORDER PROPOSAL REQUESTS
   A. Prior to issuing instructions for changes in the Work which the Architect judges will require adjustment to the Contract Sum or Contract Time, the Architect may, at its discretion, request the Contractor to prepare an estimate of the amount of the adjustment.
   B. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of the proposed change and supplemental or revised Drawings and Specifications.
      1. Respond to the request by submitting a proposal to the Architect for the Owner's review within 21 calendar days of receipt of the proposal request, unless a shorter period for response is indicated in the proposal request.
2. Include in the proposal, an estimate of cost necessary to execute the proposed change and a statement indicating the effect the proposed change, in the Work will have on the Contract time. Include the supporting data listed in paragraph F, below.

3. Proposal requests are not an instruction either to stop Work in progress, or to execute the proposed change. Continue with Work in progress that is not affected by the proposed change.

C. Contractor-Initiated Change Order Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.

1. Notify the Architect in writing of proposed changes within 21 calendar days after the occurrence of the event of observance of the condition giving rise to the change proposal request.

2. Submit the change-order proposal request within 21 calendar days after delivering such notification to the Architect.

3. Include a statement outlining the masons for the charge and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time. Include the supporting data listed in paragraph F, below.

4. Comply with requirements in Section “Product Substitutions” if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

D. No extensions of Contract Time nor increase in the Contract Sum will be considered if the additional time or additional cost is a consequence of the Contractor's failure to submit an estimate within the time stipulated, regardless of whether the proposal request or change order request was initiated by the Owner or the Contractor.


1.06 CHANGE ORDERS

A. The following requirements shall apply to both Owner-initiated proposal requests and Contractor-initiated Change Order request.

1. Submit a complete and accurate Price to the Architect and the Construction Manager for review. Incomplete proposals will be returned to the Contractor without review, and shall be completed by the Contractor and returned to the Architect and the Construction Manager within the same time: period specified above for submittal of proposals; there shall be no extension of time for such re-submittals.

2. The Architect and the Construction Manager will review and act on the Contractor's Proposal within 21 days of receipt. The Architect's review, at the Architects discretion, may include consideration of Costs listed in Means "Construction Cost Data" or a similar data base, and/or on conversations with local manufacturers and suppliers.

3. Include applicable taxes, delivery charges, equipment rental, and amounts of trade, discounts.

4. Itemize Work which is to be performed by employees of the Contractor.

5. For Work which is not to be performed by employees of the Contractor, submit pricing on the letterhead of the proposed Subcontractor, fabricator or supplier.

6. Itemize General Conditions Work included in the proposed cost of the change; a lump sum or percentage of the cost will not be accepted.

7. Prices shall remain valid for a minimum of 90 days from the date of the initial pricing approval to execution of the Change Order by the Owner.

B. Consideration and Acceptance of Price Proposal: The following procedures shall apply to both Owner-Initiated proposal requests and Contractor-initiated Change Order requests:

1. Submit a complete and accurate Price to the Architect for review. Incomplete proposals will be returned to the Contractor without review, and shall be completed by the Contractor and returned to the Architect within the same time: period specified above for submittal of proposals; there shall be no extension of time for such resubmittals.

2. The Architect will review and act on the Contractor's Proposal within 21 days of receipt. The Architect's review, at the Architects discretion, may include consideration of Costs listed in Means "Construction Cost Data" or a similar database, and/or on conversations with local manufacturers and suppliers.
3. Within 10 calendar days after receipt of the Architect's comments, make changes to the cost proposal in response to the Architect's comments and resubmit for approval.
4. The Architect will promptly notify the Contractor whether the pricing is accepted or will direct the Contractor to make additional changes.
5. When the Contractor's proposal is approved by the Architect, the Architect will prepare a Change Order for execution by the Owner, the Architect, and the Contractor.

1.07 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal, the Architect may issue a Construction Change Directive on AIA Form G714, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. The Construction Change Directive will contain a description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time, in accordance with Article 7.3 of the General Conditions.

B. Documentation: If the Construction Change Directive is for Work which is to be compensated on the basis of Time and Materials, the Contractor shall maintain detailed daily records, verified with the Architect on a time and material basis of Work required by the Construction Change Directive.
1. After completion of the change, the Contractor shall submit an itemized account, including supporting data, as may be required by the Architect and Construction Manager, to substantiate cost and time adjustments to the Contract.

1.08 CHANGE ORDER PROCEDURES

A. Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor on AIA Form G701, as provided in the Conditions of the Contract.

B. The Contractor shall promptly execute the Change Order.

C. The Architect will present the Change Order to the Owner for review and approval. Upon Owner approval, the Change Order will then be forwarded by the Architect to the City of New Bedford DFFM Department for approval during its next regularly scheduled meeting subsequent to the date of the Change Order. A copy of the fully approved and executed Change Order will then be forwarded to all parties for the record.

1.09 PRE-INSTALLATION MEETING

A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

1.10 COMPUTING EQUITABLE ADJUSTMENTS

A. The Owner and the Contractor shall attempt to negotiate an equitable adjustment in the Contract price before commencement of the pertinent work. In the absence of a Contract for an equitable adjustment and when so directed, the Contractor shall proceed with the Change Order work on a time and material basis as provided in subparagraph 1.10C, Items 3a through 3e, and the Contractor will provide the Owner with a written notice to that effect.

B. The Contractor shall provide the Owner and the Architect with all cost and pricing data used in computing the amount of the equitable adjustment, and the Contractor shall certify that the pricing data used was accurate, complete, and current.
1. With respect to any sum of money due to be paid by the Contractor to the Owner under the Contract, an appropriate Change Order shall be issued deducting said sum of money from payments then due or thereafter due to the Contractor from the Owner. If such deductions from payments then due or thereafter due to the Contractor from the Owner are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.
C. Equitable adjustments in the Contract price shall be determined according to one of the following methods, or a combination thereof, as determined by the Owner:

1. Fixed price basis, provided that the fixed price shall be inclusive of items (3a) through (3e) (below) and shall be computed in accordance with those provisions;

2. Estimated lump sum basis, to be adjusted in accordance with contract unit prices, or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment;

3. Time and materials basis, on a not-to-exceed predetermined upset amount to be subsequently adjusted on the basis of actual costs based on the following items (3a) through (3e):
   a. The cost at prevailing rates for direct labor, material, supplies and use of equipment exclusive of hand tools;
   b. Plus cost of Workers Compensation Insurance, union fringe benefits, federal unemployment taxes, Federal Social Security, and Massachusetts Unemployment Compensation, the sum of which shall be no more than 20% of the total labor rate in Item (3a), or, as an alternative the Contractor may elect to use a flat twenty (20%) percent of the total labor rate in item (3a);
   c. Plus fifteen (15%) percent of item (3a) for overhead, superintendence, and profit, which will be paid to the Contractor for work performed by the Contractors’ own trade forces (for work performed by a Subcontractor, the Subcontractor will be entitled to a fifteen (15%) percent mark-up, the Subcontractor to a five (5%) percent mark-up, and the Contractor to a five (5%) percent markup); 
   d. If the net change is in addition to the contract price, it shall include the Contractor’s overhead, superintendence, and profit. On any change which involves a net credit, no allowances for overhead, superintendence, and profit shall be figured;
   e. Plus actual direct premium cost of payment and performance bonds required of the Contractor and its Subcontractors, provided there will be an appropriate credit for bond premiums in the case of a credit Change Order.

4. If unit prices are stated in the Contract Documents or subsequently agreed upon, or if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION
PART I - GENERAL

1.01 RELATED DOCUMENTS
A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 1 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
A. The Work of this Section includes, but is not limited to, the following:
   1. Administrative and supervisory requirements necessary for Project coordination
   2. Request for Information (RFI's)
   3. Coordination of the work and coordination among separate contractors
   4. Administrative and Supervisory personnel
   5. Project meetings
   6. Field measurements

1.03 RELATED WORK SPECIFIED ELSEWHERE
A. Carefully examine all the Contract Documents for requirements which effect the Work of this Section.
B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
   1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
   2. Section 02 41 13 – Selective Demolition
   3. DIVISION 03 – CONCRETE; including all Sections contained therein
   4. DIVISION 04 – MASONRY; including all Sections contained therein
   5. Section 05 50 00 – Metal Fabrications
   6. Section 06 10 00 – Rough Carpentry
   7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
   8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
   9. DIVISION 09 – FINISHES; including all Sections contained therein.
   10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
   11. Section 22 00 00 – Plumbing
   12. Section 23 00 00 - HVAC
   13. Section 26 00 00 – Electrical

1.04 REQUESTS FOR INFORMATION
A. Contractor's responsibility for review of Contract Documents is set forth in the General and Supplementary Conditions.
B. Study the Contract Documents applicable to each component of the Work sufficiently in advance of the time such Work will be ordered, fabricated or installed, so that if additional information or instructions are needed, the Architect will have sufficient time to respond such requests before the information is needed by the Contractor; allow at least 15 calendar days for the Architect to respond.
C. When requesting additional Drawings, Specifications, or instructions, submit the request in writing and clearly state what information is required. Include a reference to the drawing sheet and detail number, and/or the specification Section and paragraph number requiring clarification, or give other similar precise information to direct the Architects attention to the matter and to show that the Contractor has made a conscientious effort to locate the information and understand the information presented in the Contract Documents. Requests for information not accompanied by a precise, detailed reference to the Contract Documents will be returned to the Contractor unanswered for revision. Requests for information regarding information which is clearly shown or stated in the Contract Documents, will be returned to the Contractor unanswered.

B. Where necessary, prepare memoranda outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings. Transmit to the Architect and distribute to all other parties involved.

C. Coordinate administrative activities with construction activities to avoid conflicts and ensure orderly progress of the Work. Examples of administrative activities which must be carried out in a timely fashion to facilitate timely progress of the work include, but without limitation: preparation of schedules, delivery and processing of submittals, scheduling meetings,

D. Provide Coordination Drawings in accordance with requirements of Section 01 33 00 – Submittal Procedures. The Contractor shall provide the services of a designated on-site representative to oversee implementation of Work related to completion of information contained in the Coordination Drawings, in accordance with requirements of the Contract Documents.

1.05 COORDINATION

A. Coordination: Coordinate construction activities included under various Sections; of these Specifications to assure efficient and orderly installation of each part of the Work.

1. Schedule construction activities in the sequence required to obtain the best results. When best sequence cannot be achieved, make provisions to accommodate items scheduled for later installation.

2. Where space is tight, coordinate installation of different components to provide maximum accessibility for required maintenance, service and repair.

3. Coordinate construction activities under this Contract with separate contractors performing related work.

B. Where necessary, prepare memoranda outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings. Transmit to the Architect and distribute to all other parties involved.

1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.

C. Coordinate administrative activities with construction activities to avoid conflicts and ensure - orderly progress of the Work. Examples of administrative activities which must be carried out in a timely fashion to facilitate timely progress of the work include, but without limitation: preparation of schedules, delivery and processing of submittals, scheduling meetings,

D. Provide Coordination Drawings in accordance with requirements of Section 01 33 00 – Submittal Procedures. The Contractor shall provide the services of a designated on-site representative to oversee implementation of Work related to completion of information contained in the Coordination Drawings, in accordance with requirements of the Contract Documents.

1.06 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. Employ a competent superintendent, reasonably acceptable to the Owner, and necessary assistants. Require these supervisory personnel to be in-attendance at the project site full time during the progress of the work from the beginning of the Work, until the daft of Substantial Completion, and for such additional time thereafter as the Architect may determine to be necessary for the expeditious completion of the Work.

1. "From the beginning of the Work" means before any temporary construction or sitework begins, including staking out the site, placing of erosion control devices, site clearing, or cutting of trees.

2. Provide the superintendent with a cellular phone or paging device, so that he or she can be reached at all times.

3. The Owner reserves the right to request replacement of the Contractor’s Superintendent for just cause, in accordance with requirements of the Contract Documents.
B. Agency: The Contractor's superintendent shall attend the regularly scheduled project meetings and special project meetings as the Contractors agent, and shall be empowered to make: binding commitments on all matters to be discussed, including costs, payments, change orders, time schedules, and manpower. Notices required under the Contract may be served on the Contractor's superintendent.

1.07 PROJECT MEETINGS
A. Project Meetings: Project meetings are specified in Section 01 00 00 – General Requirements.

B. Subcontractor Progress Meetings: In addition to meetings called by the Owner or Architect, schedule and administer weekly subcontractor progress meetings.
   1. Special Meetings: Schedule and attend additional informational and problem solving meetings as required by progress of the work or requested by the Owner or the Architect to discuss non-routine issues. The Architect will prepare and distribute agenda, record and distribute the minutes.

1.08 REVIEW OF WORK BY SUBCONTRACTORS
A. Before permitting any subcontractor to begin work on the project site, meet with the subcontractor to review the work ahead. As a minimum, review the Contract Documents for work pertaining to that subcontractor; review the subcontractor's shop drawings, examine existing conditions affecting the work of the subcontractor, and review environmental and other project conditions for conformance to specified requirements.

1.09 FIELD MEASUREMENTS
A. Before beginning the Work, check and compare critical dimensions at the site with those shown on the Drawings, and immediately bring discrepancies to the attention of the Architect and request resolution.

B. As the work progresses, continue to check and compare dimensions at the site with those shown on the Drawings before ordering materials, in preparation for producing shop drawings, before beginning fabrication, before ordering materials, and before cutting and fitting materials at the site, and at other times as frequently as required to ensure that the work will be fabricated to the right size(s) and will fit together correctly in the field. If discrepancies between site dimensions and Drawings are detected, immediately notify the Architect in writing, describing the nature and extent of the discrepancy, and attaching sketches or annotated copies of the plans if necessary to make the observation clear.

C. Mark on shop drawings, prior to submission to the Architect relevant field dimensions and note conflicts with the submitted material.

1.10 SUBMITTALS
A. Provide submittals in accordance with requirements of Section 01 33 00 – Submittal Procedures, or as otherwise required for completion and transmittal of all documents in accordance with requirements of the Contract Documents.

1.11 PRE-INSTALLATION MEETING
A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION
PART 1 - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 1 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section includes, but is not limited to, the following:
      1. Administrative and procedural requirements for submittal of Shop Drawings, Product Data, Samples, and other required submittals as called for in the Contract Documents.

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
   B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein
      4. DIVISION 04 – MASONRY; including all Sections contained therein
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
     10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
     11. Section 22 00 00 – Plumbing
     12. Section 23 00 00 - HVAC
     13. Section 26 00 00 – Electrical

1.04 GENERAL REQUIREMENTS
   A. Electronic Submittal Procedures
      1. General Requirements
         a. Shop Drawings and Product Data submittals shall be transmitted to the Architect in electronic (PDF) format.
         b. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
         c. The electronic submittal process is not intended for submittal of color samples, color charts, or physical material samples.
      2. Submittal Procedures
         a. The Contractor may use any or all of the following options for submittal preparation:
            1) Subcontractors and suppliers provide PDF submittals to the Contractor.
            2) Subcontractors and suppliers provide paper submittals to the Contractor who electronically scans and converts to PDF format.
3) Subcontractors and suppliers provide paper submittals converted to PDF format.
   b. The Contractor shall review and apply electronic stamp certifying that the submittal complies with
      requirements of the Contract Documents, including verification of manufacturer and product, dimensions, and
      coordination of information required for integration into all related components of the Work.
   c. The Architect/Engineer will notify the Contractor by e-mail of completed review and will make review
      comments available.
   d. The Contractor is responsible for distribution of reviewed submittals to all subcontractors and suppliers.
   e. The Contractor shall submit paper copies of reviewed submittals at Project closeout in accordance with
      requirements of Section 01 77 00 – Contract Closeout Procedures, Section 01 78 39 – Project Record
      Documents.

B. Prior to submittal of any shop drawings, product data or samples the Contractor shall submit to the Architect for
   approval, within 15 business days after being awarded the Contract, a complete submittal log and a schedule of
   submissions of shop drawings and miscellaneous Work-related submittals which corresponds to the requirements of
   the CPM schedule and the General Contract. No Submittals will be processed prior to the receipt of such schedule for
   the project. The schedules shall indicate, by trade, the date by which final approval of each item must be obtained, and
   shall be revised as required by the conditions of the Work, subject to the Architect’s approval. The Architects review
   period, including those of his consultants, will not exceed 30 days from the established date of each submission of
   shop drawings, product data, and samples, plus the additional time, if any, for distribution by the Contractor and receipt
   of submittals by the Architect. The Contractor shall be required to strictly adhere to the dates established in the
   schedule. The information in this submittal schedule shall also be included in the Contractor’s CPM schedule for the
   project submitted in accordance with Section 01 51 11 - Progress Schedule.

C. Following approval of submittal log and schedule, submit to the Architect, shop drawings, product data and samples
   required by each specification Section.

D. When the phrase “By Others” (or similar expression) appears on a submittal and refers to any of the Contract Work, it
   shall be interpreted to mean “by the General Contractor or another Subcontractor”. The Architect’s review of any
   submittal containing such phrase shall not be considered permission to delete any Work from the Contract.

E. Review and approval of shop drawings by the Architect does not indicate approval of changes in the Contract, Time or
   Cost

1.05 SHOP DRAWINGS

A. Original drawings, prepared by The Contractor, Subcontractor, Supplier or distributor which illustrate some portion of
   the Work; showing fabrication, layout, setting or erection details.
   1. Prepare drawings in a clear and thorough manner.
   2. Identify details by reference to sheet and detail numbers shown on Contract Drawings

1.06 PRODUCT DATA

A. Manufacturer’s standard schematic drawings:
   1. Modify drawings to delete information which is not applicable to project.
   2. Supplement standard information to provide additional information applicable to project.

B. Manufacturer’s catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard
   descriptive data.
   1. Clearly mark each copy to identify pertinent materials, products or models.
   2. Show dimensions and clearances required.
   3. Show performance characteristics and capacities.
   4. Show wiring diagrams and controls.
1.07 SAMPLES
   A. Physical examples to illustrate materials, products, units of Work, equipment or Workmanship, and to establish standards by which completed Work is to be judged.
      1. Office samples: Of sufficient size and quality to clearly illustrate:
         a. Functional characteristics of product or material, with integrally related parts and attachment devices.
         b. Full range of color.

1.08 CONTRACTOR RESPONSIBILITIES
   A. Review Shop Drawings, Project Data and Samples prior to submission.
   B. Verify:
      1. Field measurements
      2. Field construction criteria
      3. Catalog numbers and similar data
   C. Coordinate each submittal with requirements of Work and of Contract Documents.
   D. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect review of submittals.
   E. Contractor's responsibility for deviation in submittals is not relieved by Architect review of submittals, unless the Architect gives written acceptance of specific deviations.
   F. Notify Architect/Engineer, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
   G. Furnish miscellaneous submittals (non-administrative) including, but not limited to warranties, maintenance agreements, Workmanship bonds, project photographs, survey data and reports, physical Work records, quality testing and certifying reports, copies of industry standards, record Documents, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the Work.

1.09 SUBMISSION REQUIREMENTS
   A. Schedule submissions to permit time for review and resubmission.
   B. Submit number of Samples specified in each of specification Sections.
   C. Accompany submittals with transmittal letter, in duplicate, containing:
      1. Date
      2. Project title and number
      3. Contractor's name and address
      4. Specification Section number, paragraph and item number
      5. The number of each Shop Drawing, Product Datum and Sample submitted
      6. Notification of deviations from Contract Documents
      7. Manufacturer's name or source of supply
      8. Trade name
      9. Catalog number
     10. Contractor's certification that he has checked all samples for compliance with Contract requirements and availability of material
     11. Name and address of Architect, Subcontractor, and supplier
     12. Other pertinent data
   D. Submittals shall include:
      1. Date and revision dates
      2. Project title and number
3. The names of:
   a. Architect
   b. Contractor
   c. Subcontractor
   d. Supplier
   e. Manufacturer
   f. Separate detailer when permitted
4. Identification of product or material.
5. Relation to adjacent structure or materials.
6. Field Dimensions, clearly identified as such.
7. Specification Section number, paragraph and item number.
8. Applicable standards, such as ASTM number or Federal Specification.
9. A blank space, 3 in. x 6 in., for Architect/Engineer's stamp.
11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

E. The Architect will complete the review and return the record sepia and product data to the Contractor.

F. The Contractor shall be fully responsible for delay in the delivery of materials or progress of Work caused by late review of shop drawings due to failure of the Contractor to submit, revise, or resubmit shop drawings in adequate time to allow the Architect reasonable time (up to 10 calendar days) for normal checking and processing of each submission or resubmission.

G. The Contractor shall assume full liability for delay attributed to insufficient time for delivery and/or installation of material or performance of the Work when approval of pertinent shop drawings and product data is withheld due to failure of the Contractor to submit, revise, or resubmit items in adequate time to allow the Architect reasonable time, not to exceed thirty (30) calendar days, for normal checking and processing of each submission or resubmission.

1.10 ARCHITECTS REVIEW ACTIONS
A. Submittals Marked "Reviewed as Required by Construction Contract Documents And Approved":
   1. Submittals which require no corrections by the Architect will be marked "Reviewed as Required by Contract Documents and Approved". Reviewed as required by Contract Documents and approved, but only for conformance to the design concept of the Work, and subject to further limitations and requirements contained in the Construction Documents.
B. Submittals Marked "Furnish as Corrected":
   1. Submittals which require only a minor amount of correcting will be marked "Furnish as Corrected". This mark means that checking is complete and all corrections are obvious without ambiguity. Fabrication will be allowed on Work "Furnish as Corrected", provided such action will expedite construction and noted corrections are adhered to. If fabrication is not made strictly in accordance with corrections noted, the item shall be rejected in the field and the Contractor will be required to replace such Work and that of other Contractor's, in accordance with corrected submittals, at his own expense.
C. Submittals Marked "Revise and Resubmit":
   1. When submittals are marked "Revise and Resubmit" details of items noted by Architect shall be further clarified before full approval can be given and noted items must not be fabricated until corrected and approved.
D. Submittals Marked "Rejected":
   1. When submittals are contrary to Contract requirements or too many corrections are required, they shall be marked "Rejected". No Work shall be fabricated under this mark. The Architect shall list his reasons for non-approval on the submittal or in a transmittal letter accompanying their return. The submittals must be corrected and resubmitted for approval.
E. Submittals Marked "Review":
   1. Submittals sent for information only will be marked "Reviewed". No approval or disapproval is given unless requested by Contractor.

F. Return of Submittals To Contractor Unchecked:
   1. The Architect may return submittals to the Contractor unchecked for any of the following reasons, in which case the submission will not be considered official:
      a. Submittal in violation of specified procedure or product
      b. Inadequately checked by Contractor
      c. Inaccurate and in substantial error

1.11 RESUBMISSION REQUIREMENTS

A. Shop Drawings:
   1. Revise initial drawings as required and resubmit as specified for initial submittal.
   2. Indicate on drawings any changes which have been made other than those requested by Architect/Engineer.

B. Product Data and Samples: Submit new data and samples as required for initial submittal.

1.12 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

A. Distribute copies of Shop Drawings and Product Data which carry Architect/Engineer's stamp, to:
   1. Contractor's Job site file
   2. Record Documents file
   3. Subcontractors and/or suppliers
   4. Owner
   5. Testing Agency (where applicable)

B. Distribute samples as directed.

1.13 ARCHITECT / ENGINEER'S DUTIES

A. Review submittals with reasonable promptness.

B. Review for:
   1. Design concept of project
   2. Information given in Contract Documents

C. Review of separate item does not constitute review of an assembly in which item functions.

D. Affix stamp and initials or signature certifying to review of submittal.

E. Return submittals to Contractor for distribution.

1.14 DAILY CONSTRUCTION REPORTS

A. Prepare daily construction reports, recording the following information concerning events at the site and submit copies to the Architect at weekly intervals.
   1. List of Subcontractors at the site
   2. Approximate count of personnel at the site
   3. High/low temperatures, general weather conditions
   4. Accidents and unusual events
   5. Meeting and significant events
   6. Stoppages and delays, shortages, losses
   7. Meter readings and similar recordings
   8. Emergency procedures

Submittal Procedures
01 33 00 - 5
NEW BEDFORD HIGH SCHOOL
SWIMMING POOL LOCKER ROOM RENOVATIONS
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740
Mount Vernon Group Architects, Inc., Project No. 02014.69

9. Orders and requests of governing authorities
10. Job modifications received and implemented
11. Services connected, disconnected
12. Equipment or system tests and start-ups
13. Partial completion, occupancies
14. Substantial completion authorization

1.15 EMERGENCY ADDRESSES
A. Within 15 days of Notice to Proceed, submit to the Owner and the Architect, in writing, the name, addresses and telephone numbers of key members of their organization including Superintendent and personnel at the site, to be contacted in the event of emergencies at the building site, which may occur during non-Working hours.

1.16 PRE-INSTALLATION MEETING
A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS
A. Contractor's request for changes in products, materials and methods of construction required by Contract Documents are considered requests for "substitutions" and are subject to requirements specified under Section 01 60 00 – Product Requirements.

PART 3 - EXECUTION NOT USED

END OF SECTION
SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01- General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
A. The Work of this Section includes, but is not limited to, the following:
   1. Administrative and procedural requirements for quality assurance and quality control.
   2. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with requirements of the Contract Document.
      a. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
      b. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with requirements of the Contract Documents.
      c. Requirements for Contractor to provide quality assurance and control services required by the Owner, Architect, or authorities having jurisdiction are not limited by provisions of this Section.
      d. Specific test and inspection requirements are not specified in this Section.

1.03 RELATED WORK SPECIFIED ELSEWHERE
A. Carefully examine all the Contract Documents for requirements which effect the Work of this Section.
B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
   1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
   2. Section 02 41 13 – Selective Demolition
   3. DIVISION 03 – CONCRETE; including all Sections contained therein
   4. DIVISION 04 – MASONRY; including all Sections contained therein
   5. Section 05 50 00 – Metal Fabrications
   6. Section 06 10 00 – Rough Carpentry
   7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
   8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
   9. DIVISION 09 – FINISHES; including all Sections contained therein.
   10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
   11. Section 22 00 00 – Plumbing
   12. Section 23 00 00 - HVAC
   13. Section 26 00 00 – Electrical

1.04 DEFINITIONS
A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
B. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

C. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

G. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trades.

1.05 CONFLICTING REQUIREMENTS
A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.06 REPORTS AND DOCUMENTS
A. Manufacturer’s Technical Representative’s Field Reports: Prepare written information documenting manufacturer’s technical representative’s tests and inspections specified in other Sections. Include the following:
   1. Name, address, and telephone number of technical representative making report.
   2. Statement on condition of substrates and their acceptability for installation of product.
   3. Statement that products at Project site comply with requirements.
   4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
   5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
   6. Statement whether conditions, products, and installation will affect warranty.
   7. Other required items indicated in individual Specification Sections.

B. Permits, Licenses, and Certificates: For Owner’s records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.07 QUALITY ASSURANCE
A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.08 QUALITY CONTROL

A. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

B. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

1. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
   a. Access to the Work.
   b. Incidental labor and facilities necessary to facilitate tests and inspections
   c. Adequate quantities of representative samples of materials that require testing and inspecting.
   d. Assist agency in obtaining samples.
   e. Facilities for storage and field curing of test samples.
   f. Delivery of samples to testing agencies as required
   g. Preliminary design mix proposed for use for material mixes that require control by testing agency. Security and protection for samples and for testing and inspecting equipment at Project site.
   h. Security and protection for samples and for testing and inspecting equipment at Project site.

2. Coordination: Coordinate sequence of activities to accommodate required quality assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
   a. Schedule times for tests, inspections, obtaining samples, and similar activities.
1.09 SUBMITTALS
   A. Provide submittals in accordance with requirements of Section 01 33 00 – Submittal Procedures, or as otherwise required for completion and transmittal of all documents required in accordance with requirements of the Contract Documents.

1.10 PRE-INSTALLATION MEETING
   A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 TEST AND INSPECTION LOG
   A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.
   B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.02 REPAIR AND PROTECTION
   A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 51 00 – Cutting and Patching.
   2. Protect construction exposed by or for quality-control service activities.
   3. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION
PART I - GENERAL

1.01 RELATED DOCUMENTS
A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
A. Provide, maintain, remove, and pay all costs related thereto, all temporary facilities included under the Work of this Section, or as otherwise required for progress and completion of the Work in accordance with requirements of the Contract Documents.
B. Coordinating and scheduling among all trades and Subcontractors, the furnishing and use of all temporary facilities for the Work in accordance with all Federal, State, and local governing rules and regulations.

1.03 RELATED WORK SPECIFIED ELSEWHERE
A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
   1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
   2. Section 02 41 13 – Selective Demolition
   3. DIVISION 03 – CONCRETE; including all Sections contained therein
   4. DIVISION 04 – MASONRY; including all Sections contained therein
   5. Section 05 50 00 – Metal Fabrications
   6. Section 06 10 00 – Rough Carpentry
   7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
   8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
   9. DIVISION 09 – FINISHES; including all Sections contained therein.
   10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
   11. Section 22 00 00 – Plumbing
   12. Section 23 00 00 - HVAC
   13. Section 26 00 00 – Electrical
C. Nothing in this Section is intended to limit types and amounts of temporary Work required, and no omission from this Section shall be recognized as an indication by the Architect that such temporary activity is not required for successful completion of the Work or compliance with requirements of the Contract Documents.

1.04 REQUIREMENTS OF REGULATORY AGENCIES
A. Provide and maintain all temporary facilities in compliance with governing rules, regulations, codes, ordinances and laws of agencies and utility companies having jurisdiction over Work involved in the project.
B. Be responsible for all temporary Work provided and obtain any necessary permits and inspections for such Work.
C. Do not interfere with normal use of streets in vicinity of project site accept as indicated on drawings and/or as necessary to execute required Work, and then only after proper arrangement has been made with applicable authorities, including traffic control.

Temporary Facilities and Controls
01 50 00 - 1
1.05 FIELD OFFICES AND STORAGE SHEDS
A. The Owner will provide the use of an on-site Field Office that will include a Restroom and Electricity /Water.
B. The Contractor shall provide field offices and storage sheds as per the Contract. The storage of construction materials in the building are permitted, depending on the type of materials and the duration of expected storage, as determined by the Architect and Owner. All temporary structures shall be removed at Substantial Completion.

1.06 TEMPORARY SERVICES
A. Temporary Electricity and Lighting:
1. The Contractor shall provide temporary wiring of a special nature, and power required to complete the Work in accordance with requirements of the Contract Documents.
B. Temporary Heat and Ventilation:
1. The Contractor shall provide adequate ventilation of enclosed areas as required to disperse humidity and to prevent hazardous accumulation of dust, fumes, vapors or gasses.
C. Removal:
1. Completely remove temporary materials and equipment when their use is no longer required.
2. Clean and repair damage caused by temporary installations or used for temporary facilities.
3. Restore permanent facilities used for temporary services to specified condition.
   a. 14 days prior to Substantial Completion, remove temporary lamps and install new lamps in all permanent light fixtures.

1.07 VEHICLE AND CONTRACTOR ACCESS AND TRAFFIC CONTROL
A. The General Contractor shall be responsible for all traffic control, including municipal police services, at streets adjacent to the Project site, as may be required to provide safe access and egress for Owner and construction related vehicles. Provide and maintain a suitable means of access to the Contract Work areas as necessary for vehicles and equipment of all trades requiring such access.
B. The General Contractor shall be responsible for all measures necessary to maintain public access at all times.

1.08 TEMPORARY PARKING
A. Parking for vehicles belonging to the General Contractor, Subcontractors, or other personnel providing services included under the Work of this Contract shall be the responsibility of the General Contractor and Subcontractors.

1.09 SCAFFOLDING, LADDERS, AND HOISTING FACILITIES
A. The General Contractor shall provide and maintain all temporary stairs, ramps, runways, chutes, ladders, staging, and hoists as required for proper execution of the Work in accordance with applicable requirements of Federal, State and Local Codes, except as otherwise indicated below. The construction, installation, and maintenance of such equipment shall be in accordance with applicable requirements of Federal, State and Local Codes.
B. The General Contractor shall provide means to safely enable access to all parts of Work by Architect, Owner, or other such person authorized to inspect Work.

1.10 TEMPORARY BARRICADES AND ENCLOSURES
A. The General Contractor shall provide temporary enclosure where indicated and where reasonably required to ensure adequate Workmanship and protection from weather, personnel, visitors, and unsatisfactory ambient conditions for the Work.
   1. Provide barricades as required for traffic control at streets adjacent to the Project site, as required to provide safe access and egress for Owner and construction related vehicles.
1.11 SECURITY AND PROTECTION PROVISIONS

A. The General Contractor shall provide temporary security and protection provisions including, but not be limited to, guard rails, fire protection, barricades, warning signs/lights, and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site.

1. Provide types, sizes, numbers and locations of fire extinguishers, as would be reasonably effective in extinguishing fires during early stages, by personnel at project site (minimum 2 per floor of each building).

Provide type A extinguishers at locations of low-potential for either electrical or grease-oil-flammable liquids fires; provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations and Demolition Operations. Post warning and quick-instructions at each extinguisher location, and instruct all personnel at project site, at time of their first arrival, on proper use of extinguishers and other available facilities at project site. Post local fire department call number at project site.

a. Perform torch cutting and welding operations only when approved by the Contractor. Provide chemical extinguishers at all locations where such Work is in progress.

b. Maintain a fire watch of the interior and exterior of the facility for at least one hour after the Project’s daily quitting time when the following activities have been done: torching, welding or other activities capable of starting combustion.

1.12 HAZARDOUS MATERIALS

A. The General Contractor is solely responsible for all matters relating to hazardous or toxic materials and lawful removal of same from the site. If hazardous or toxic materials are indicated or discovered, properly inform governing authorities and abide by their requirements.

1.13 DUST AND NOISE CONTROL

A. The General Contractor shall use every effort and every means possible to minimize noise caused by his operations, which the Architect, Owner, or governing authorities may consider objectionable. The noise levels on the construction site will be controlled so that at no time will the noise level measured at the Limit of Work line shall exceed 70dB. The General Contractor shall provide Working machinery and equipment equipped with suitable mufflers and sound-deadening panels in accordance with the latest edition of the OSHA regulations. Compressors shall be equipped with silencers or mufflers on intake and exhaust lines. Wherever practical electricity shall be used for power to reduce noise. Dumping bins, hoppers and trucks used for disposal shall be lined with wood or other sound deadening material if required. Where required agencies have jurisdiction, certain noise-producing Work may have to be performed during specified periods only, further; the General Contractor and Subcontractors are required to comply with all applicable regulations.

1. Prior to the start of construction, the General Contractor shall submit to the Architect, a Noise Control Program for review where Work with high level of noise is anticipated to Work out plans to mitigate the noise impact, especially for Work anticipated to be done during normal work hours.

1.14 WEATHER PROTECTION

A. Hot Weather Protection: Use mortar within 1-1/2 hours after mixing. Discard all mortar over 1-1/2 hours old and all mortar that has stiffened due to hydration (setting).

B. Cold Weather Protection: The General Contractor shall strictly comply with recommendations of Brick Institute of America Technical Note No. 1a, Cold Weather Masonry Construction, Construction and Protection Recommendations and The Portland Cement Association. When the temperature is below 40°F temporary enclosures and heat shall be provided by the General Contractor and the following procedures shall be followed by the Masonry Subcontractor:

1. Cold Weather Protection:
   a. Preparation:
      1) Remove ice or snow formed on masonry bed by carefully applying heat until top surface is dry to touch.
      2) Remove frozen or damaged masonry.
3) Sprinkle with heated water when brick suction exceeds 30 gm/min./30 sq. in.
   a) When units are above 32°F, heat water above 70°F.
   b) When units are below 32°F heat water above 130°F.
4) Use dry masonry units.
5) Do not use frozen units.

2. Construction requirements while Work is progressing:
   a. Air temperature 40°F to 32°F:
      1) Heat sand or mixing water to produce mortar temperatures between 40°F and 120°F.
   b. Air temperature 32°F to 25°F:
      1) Heat sand and mixing water to produce mortar temperatures between 40°F and 120°F.
      2) Maintain temperature of mortar on boards above freezing.
   c. Air temperatures 25°F to 20°F:
      1) Heat sand and mixing water to produce mortar temperatures between 40°F and 120°F.
      2) Maintain mortar temperatures on boards above freezing.
      3) Use approved heat sources on both sides of walls under construction by the General Contractor.
      4) Use windbreaks when wind is in excess of 15 mph.
   d. Air temperature 20°F and below:
      1) Heat sand and mixing water to produce mortar temperatures between 40°F and 120°F.
      2) The General Contractor shall provide temporary enclosures and heat as necessary to maintain air
temperature above 32°F.
      3) Minimum temperature of units when laid: 20°F.
      4) Produce subsequent mortar batches within +/-10°F of first batch.

3. Protection requirements for completed masonry and masonry not being Worked on:
   a. Mean daily air temperature 40°F to 32°F: Protect masonry from rain or snow for 24 hours by covering with
      non-staining weather-resistive membrane.
   b. Mean daily air temperature 32°F to 25°F: Completely cover masonry with non-staining weather-resistive
      membrane for 24 hours.
   c. Mean daily air temperature 25°F to 20°F: Completely cover masonry with insulating blankets or equal
      protection for 24 hours.
   d. Mean daily air temperature 20°F and below: Maintain masonry temperature above 32°F for 24 hours by
      enclosure and supplementary heat, electric heating blankets, infrared lamps, or other acceptable methods
      provided by the General Contractor.

C. Cover Work at the end of each day and whenever Work is not in progress. Extend cover down both sides of walls at
   least 24 in. and hold securely in place.

D. Load Application:
   1. Do not apply uniform floor loading or roof loading for at least twelve hours after building masonry columns or
      walls.
   2. Do not apply concentrated loads for at least three days after building masonry columns or walls.

E. Perform Work only when ambient temperature and surface temperature of existing unit masonry and new materials are
   between 40 deg. F and 80 deg. F. Work only when temperature is forecasted to be 40 deg. F or above for at least one
   week after completion of Work unless temporary enclosures and heat are provided.

F. Prevent mortar from staining face of masonry and other building components that are to be left exposed. Clean
   exposed masonry immediately using soft brushes and water only. Protect base of walls from splashed mud and other
   stains. Protect sills, ledges and projections from mortar droppings.
1.15 RUBBISH REMOVAL
   A. The General Contractor shall remove all waste and debris and legally disposed daily off-site to avoid large accumulations. The General Contractor shall be responsible for providing dumpsters and all labor, materials, and equipment to remove all waste and debris caused by the Work of this Contract.
   B. Burning or on-site disposal of waste and debris caused by the Work of this Contract shall not be allowed.

1.16 SAFETY AND COOPERATION
   A. This project is subject to compliance with Public Law 91-596, “Occupied Safety and Health Act of 1970” (OSHA) and all amendments thereto, with respect to all rules and regulations pertinent to construction.
      1. The Work of this Contract shall be performed between the hours of 7:00 AM and 5:00 PM, Monday through Friday, and 9:00 AM and 4:00 PM on Saturday. Performance of the Work of this Contract shall not be allowed on Sunday or Holidays. Exceptions to the specified hours of Work shall be allowed in the event of an emergency, in coordination with the Owner.
   B. The General Contractor shall coordinate all Work and extend full cooperation to Owner’s personnel and the Work of other trades.
   C. The following rules and regulations will be required of all personnel providing services included under the Work of this Contract. No deviation or exception will be permitted without the express written approval of the Owner. The General Contractor shall take responsibility for ensuring all construction personnel adhere to and cooperate with the Owner in enforcing these responsibilities.
      1. All Workers must be properly, permanently and visually identified.
      2. All Workers shall maintain their actions in a professional and workmanlike manner while at the Project site. Failure to comply with the following restrictions shall be grounds for permanent removal from the list of authorized workers, as described above. Worker restrictions include, but are not limited to, the following:
         a. No abusive language
         b. No littering
         c. No lewd behavior
         d. No conduct otherwise deemed unacceptable by the Owner or Architect
         e. No smoking on Owner’s property, in accordance with State of Massachusetts law
         f. Consumption of alcoholic beverages on the job, or coming to Work in an intoxicated condition
         g. Possessing or consuming illegal drugs or any other illegal substance while working on the Project
         h. Using or removing Owner’s or Subcontractors’ possessions from the property without prior written authorization
         i. Violating any state, federal or city statues, rules, regulations, and the like while working on the Project
         j. Possessing firearms or explosives while Working on the Project
         k. Using Project facilities for jobs other than specific assignments directly related to the Work of this Project
         l. Physically abusing or harming an individual who Works at or visits the Project
         m. Duplication of any keys used in the existing or new building without prior written authorization by the Owner
         n. Providing building access at any time to anyone not directly working for the Contractor
         o. Abusing, defacing, or destroying existing or new property of the Owner
         p. Preventing access to all areas of the Project by the Owner, Architect and the Owner’s Consultants.

1.17 PRE-INSTALLATION MEETING
   A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.
SECTION 01 10 90
CUTTING AND PATCHING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General and Supplementary Conditions and Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section includes, but is not limited to, the following:
      1. All cutting, coring, patching, parging, and as required to complete the Work of this Contract.
      2. Making all parts of the Work fit together properly.
      3. Uncovering portions of the Work to provide for installation of ill-timed Work.
      5. Removal and replacement of Work not conforming to requirements of Contract Documents.
      6. Removal of samples of installed Work as specified for testing.
      7. Providing routine penetrations of non-structural surfaces for installation of ductwork, piping and electrical conduit.
   B. The installation of new Work that requires coring of floors, walls, and/or roof penetrations measuring 4-1/2 in. or less shall be performed by the Subcontractor of Filed Sub-Bid Sections. The General Contractor shall cut and core floors, walls, and/or roof penetrations for sizes not indicated by the Filed Sub-Bid Sections.

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
   B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein.
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein.
      4. DIVISION 04 – MASONRY; including all Sections contained therein.
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
      10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
      11. Section 22 00 00 – Plumbing
      12. Section 23 00 00 - HVAC
      13. Section 26 00 00 – Electrical

1.04 QUALITY ASSURANCE
   A. Requirements for Structural Work: Do not cut and patch structural Work without prior approval of a structural engineer registered in the State of Massachusetts.
   B. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.
1.05 SUBMITTALS

A. Procedural Proposal for Cutting and Patching: Where prior approval of cutting and patching is required, submit proposed procedures for this Work well in advance of the time Work shall be performed and request approval to proceed. Include the following information, as applicable, in the submittal.

B. List products to be used and firms that shall perform Work.

C. Give dates when Work is expected to be performed.

D. List utilities that shall be disturbed or otherwise be affected by Work, including those that shall be relocated and those that shall be out-of-service temporarily. Indicate how long utility service shall be disrupted.

E. Approval by the Architect to proceed with cutting and patching Work does not waive the right to later require complete removal and replacement of Work found to be cut and patched in an unsatisfactory manner.

F. Submit a written request for approval to Architect well in advance of executing any cutting or alteration which effects:
   1. The structural value or integrity of any element of the Project;
   2. The integrity or effectiveness of weather-exposed or moisture resistant elements or systems.
   3. The efficiency, operational life, maintenance or safety of operational elements;
   4. The visual qualities of sight-exposed elements.

G. The request shall include the following:
   1. Description of the affected Work, its’ proposed extent, and the reason it cannot be avoided.
   2. The necessity for cutting, alteration or excavation.
   3. The effect on the structural or weatherproof integrity of the Project.
   4. Description of the proposed Work:
      a. The scope of cutting, patching, alteration, or excavation.
      b. The trades who shall execute the Work.
      c. Products proposed to be used.
      d. The extent of refinishing to be done.
   5. Alternates to cutting and patching
   6. Cost proposal, when applicable
   7. List utilities that shall be disturbed or affected, including those that shall be relocated and this that shall be temporarily out of service. Indicate how long service shall be disrupted.
   8. Indicate dates when cutting and patching are to be performed.

1.06 QUALITY ASSURANCE

A. Requirements for Structural Work:
   1. Do not cut and patch structural elements in a manner that would reduce their load carrying capacity or load deflecting ratio.
   2. Obtain Architect and Engineer approval prior to cutting and patching of the following:
      a. Foundation construction
      b. Bearing and retaining walls
      c. Structural concrete
      d. Structural steel
      e. Lintels
      f. Structural deck
      g. Stair systems
      h. Miscellaneous structural metals
      i. Equipment supports
      j. Piping, ductwork, vessels and equipment.
PART 2 - PRODUCTS

2.01 PATCHING AND PARGING

A. Provide quick setting, polymer modified, fiber reinforced, cementitious mortar, Planitop 330 Fast, as manufactured by MAPEI, Quikrete, Euclid Chemical, or Architect approved equal. The cementitious mortar shall have the following characteristics:
   1. Can be applied at 1/8 in. to 1-1/4 in. thickness in a single coat.
   2. Mix with water only
   3. Smooth, creamy consistency with easy troweling application.
   4. Fast drying allows tile installation in 90 minutes.
   5. Pot life of 20 to 30 minutes
   6. Non-sagging/non-slumping properties
   7. Non-shrinking formulation
   8. Approved for freeze/thaw environments

PART 3 - EXECUTION

3.01 INSPECTION

A. Before cutting, examine the surface to be cut and patched and the conditions under which the Work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered notify the Architect immediately. Execute cutting (including excavation) fitting or patching of Work required to:
   a. make several parts fit properly;
   b. uncover Work to provide for installation or ill-timed Work;
   c. remove and replace defective Work;
   d. remove and replace Work not conforming to requirements of Contract Documents.

3.02 PREPARATION

A. Temporary Support: To prevent failure provide temporary support of Work to be cut.
B. Protection: Protect other Work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.

3.03 CUTTING AND CORING

A. All new Work that requires cutting and coring of existing floors, walls, and/or roof penetrations measuring 4-1/2 in. or less, shall be performed by the Subcontractor of a Filed Sub-Bid Section. The General Contractor shall cut and core existing floors, walls, and/or roof penetrations for sizes not indicated by the Filed Sub-Bid sections.

3.04 PATCHING AND PARGING APPLICATION

A. Preparation: All substrates shall be structurally sound, stable, dry, clean, and free of any substance or condition that may reduce or prevent proper adhesion.
   1. For direct-bond applications, the concrete surfaces must be clean and porous with a minimum concrete surface profile (CSP) of #2.
   2. Surface exposed to direct sunlight or wind must be dampened with a wet sponge before applying the cementitious mortar.
   3. Concrete substrates shall be saturated surface dry.
B. Mixing: Mix thoroughly until the mixture becomes a smooth, homogenous, lump free paste. The paste remains workable for approximately 20 to 30 minutes at 70 deg. F.
C. Application: The polymer modified cementitious mortar shall be applied at 1/8 in. to 1-1/4 in. in thickness in a single coat.
   1. Apply a thin skimcoat/bonding layer of polymer modified cementitious mortar into the substrate using a flat trowel.
   2. Immediately apply a build layer of polymer modified cementitious mortar into the fresh skimcoat at the thickness required to level and even the substrate in a single layer, up to maximum of 1-1/4 in.

3.05 PERFORMANCE
   A. General: Except as otherwise indicated or approved by the Architect, proceed with cutting and patching at the earliest feasible time and complete Work without delay.
   B. Cutting: Cut the Work using methods that are least likely to damage Work to be retained or adjoining Work. Where possible review proposed procedures with the original installer; comply with original installer’s recommendations.
   C. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent Work. To avoid marring existing finished surfaces, cut or drill from exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
   D. Comply with requirements of applicable Sections of Divisions 31 where cutting and patching require excavating and backfilling.
   E. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the Work.
   F. Where feasible, inspect and test patched areas to demonstrate integrity of Work.
   G. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining Work in a manner, which shall eliminate evidence of patching and refinishing.
   H. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance, remove existing floor and wall coverings and replace with new materials.
   I. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.

3.06 CLEANING
   A. Thoroughly clean areas and spaces where Work is performed or used as access to Work. Remove completely, point mortar, oils, putty, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

3.07 RUBBISH REMOVAL
   A. The General Contractor shall remove all waste and debris and dispose daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

END OF SECTION
SECTION 01 51 11

PROGRESS SCHEDULE

PART I - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 1 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section shall include, but not be limited to, the following:
      1. Administrative and procedural requirements for the Contractor's Progress Schedule, which is required to be in a Critical Path Method (CPM) format.

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
   B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein
      4. DIVISION 04 – MASONRY; including all Sections contained therein
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
     10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
     11. Section 22 00 00 – Plumbing
     12. Section 23 00 00 - HVAC
     13. Section 26 00 00 – Electrical

1.04 PRELIMINARY SCHEDULE
   A. Preliminary Submittal: Submit, within 10 calendar days following receipt of the Notice to Proceed, a detailed Project Schedule, in bar chart format.

1.05 PROGRESS SCHEDULE (CPM), SUBMITTALS
   A. Prepare the Progress Schedule required by the General Conditions in the form of a Critical Path Method network, to control work of this Contract and to provide a definitive basis for determining job progress. Require each principal subcontractor to provide detailed information about their own portion of the Work; include this information in the CPM Progress Schedule.
   B. Use commercially available CPM scheduling software to develop and maintain the schedule and to prepare and print spreadsheets, schedules, Gantt charts, and reports for the Project. The Contractor shall coordinate the required scheduling software with the Owner’s designated representative. Prepare a spreadsheet listing activities, a network schedule showing the connections between activities, and Gantt Charts (bar charts) as required by this Section.
C. Within 10 business days following receipt of the Notice to Proceed, submit the following to the Architect and Construction Manager for review:
   1. An illustration of a feasible CPM schedule for completion of the Work of the Contract within the time limits specified
   2. Sample format to be utilized for the detailed CPM in accordance with requirements of the Contract Documents
   3. Milestone dates

D. Upon approval of the draft submittal, prepare and submit the CPM network; prepare the schedule with spreadsheet information.
   1. Correlate the Progress Schedule with the Schedule of Values required under Section 01 00 00 – General Requirements, so that the value of the Work in place at any time can be definitively determined. Each activity on the CPM schedule shall appear on the Schedule of Values.
   2. Submit the full detailed schedule to the Architect and Owner for review and approval within 10 days following receipt of the Notice to Proceed, and at least 25 working days before the first Application for Payment is submitted. The Architect will not review any Application for Payment until the CPM schedule has been submitted and approved.

E. Submit 3 copies, and electronic file in format acceptable to the Architect, of the schedule for review by Architect and Owner. Make changes as directed by the Architect and resubmit within 10 calendar days.
   1. Acceptance and approval of the Construction Schedule by the Owner and Architect is a prerequisite to certification of the first Application for Payment.
   2. The Architect’s approval of the Construction Schedule shall not relieve the Contractor of responsibility for timing, planning and scheduling of the Work, nor impose any duty on the Architect or Owner with respect to the timing, planning or scheduling of the Work.

F. After the initial schedule has been approved, print, and distribute colored copies of the approved schedule to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Place one copy in the job site file and post copies in the Project meeting room and temporary field office.
   1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

1.06 PROGRESS SCHEDULE, CONTENT AND FORMAT

A. The Start Date for the CPM Progress Schedule shall be the date of the Notice to Proceed. The date for Final Completion, shall be 10 days after the date scheduled for Substantial Completion.

B. Classes of Work: List as separate classes of work on the spreadsheet and schedules:
   1. Each category of work listed in the Schedule of Values
   2. Activities by others that have to be coordinated with Contractor’s work, such as:
      a. Inspections by the Owner’s Testing and Inspection Agency
      b. Work by separate contractors
      c. Architect’s inspection at the time of Partial Completions and at the time of Substantial Completion
      d. Additional subdivisions of work as the Contractor deems necessary to control the progress of the Work, or as requested by the Owner or Architect.

C. Input from Subcontractors: Require each Principal subcontractor to provide detailed information about their own Portion of the Work; include this information in the Progress Schedule.

D. Spreadsheet: On the spreadsheet for the Project, for each activity included in the spreadsheet, as a minimum the following information:
   1. A code number for the activity.
   2. Description of the activity.
3. Early and late start dates. These dates may not be changed after the activity has commenced and the actual start date has been inserted (see item 10).

4. Duration

5. Early and late finish dates. These dates may not be changed after the activity has been completed, and the actual finish date has been inserted (see item 10).

6. Activity float

7. Percentage completion

8. Remaining duration

9. Predecessor activities and successor activities, including start constraints for activities with no predecessor.

10. Blank columns for Actual Start and Actual Finish dates, to be filled in with each monthly submission.

11. Dollar amount for the activity.

12. Number of tradesmen and laborers required for each activity (*manpower loading*)

13. Print in red activities on the critical path.

E. CPM Schedule: On the CPM Schedule for the Project, show the order and interdependence of activities and the sequence in which work is to be accomplished, as planned by the Contractor. Show predecessor and successor activities; show the start of a given activity is dependent on completion of preceding activities and how its completion is necessary for the start of following activities.

1. Provide a path for each trade or significant type of work. Use the same breakdown of units of the Work as indicated for the spreadsheet.

2. Arrange schedule to show graphically major sequences for Coordinating work; lead times required; float time allowed; all major categories of work and critical minor work units affecting overall work sequences. Show phased completion dates. Show dates when Owner will be moving in equipment, furniture, and fixtures.

3. Break each trade or class of Work into specific activities, each of duration no longer than 20 calendar days, and structured by Work area, i.e., floors, wings, etc. Selection and number of activities shall be subject to Architect's approval. Non-construction activities (such as procurement and delivery) and such other activities which the Architect may approve, may be of longer duration. At a minimum, break out the following as separate activities, where they apply to a type of Work.

   a. Construction activities
   b. Fabrication
   c. Delivery
   d. Installation
   e. Testing
   f. Start-up
   g. Instruction of Owner's Personnel

4. Critical Path: Clearly define the Critical Path beginning with the Notice to Proceed and ending at Substantial Completion. Activities on the Critical Path shall have no (zero) float time indicated. Print in red activities which are on the critical path.

F. Utilization of Float Time: It is intended by the Awarding Authority that the Work should progress as expeditiously as possible. To this end, the Contractor shall proceed with the start of each activity promptly upon the completion of the previous activity or activities on which it depends. If the Contractor completes an activity on the scheduled "early finish date" or sooner, the Contractor shall not expend the "float time" for that activity (if any) but rather reserve it as a safeguard against possible impediments or delays which may occur later in the progress of the Work. Float time is to be expended judiciously, for the benefit of the Project as a whole, and not for the convenience of the Contractor or the Owner. Neither the Contractor nor the Owner "owns" the project float time: the float time belongs to the Project.

1.07 MONTHLY REPORTS

A. Report progress for the Project on a bi-weekly basis. Evaluate the status of the work as of the 25th of each month to show actual progress and identify problem areas. Include Change Orders and Construction Change Directives within the updated schedule. With each Contractor Application for Payment, submit one (1) electronic copy, and three (3) colored copies of the complete update schedule, accompanied by a written narrative.
1.08 SUBMITTALS
   A. Provide submittals in accordance with requirements of Section 01 33 00 – Submittal Procedures, or as otherwise required for completion and transmittal of all documents required in accordance with requirements of the Contract Documents.

PART 2 – PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION
SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
A. Products, which include materials, equipment, and systems of assemblies of materials and equipment, shall conform to the requirements listed in each of Section of the Specifications. Provide connections, fasteners, accessory materials, trim, finish and other accessories needed for proper use, function and appearance.
   1. Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.
   2. Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement Work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.
B. Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which shall be exposed in occupied spaces or on exterior of the Work.
   1. Labels: Locate required labels and stamps on a concealed surface, or where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
   2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings, and similar essential operating data. Locate nameplates on an easily accessed surface which in occupied spaces, is not conspicuous.
C. Products are specified by:
   1. The descriptive method: Listing qualities that they must posses
   2. The reference standard method: Listing published product standards
   3. The proprietary method: Listing one or more source names, which may include such information as name of manufacturer or fabricator, trade name, or catalog number
   4. A combination of the above three.
D. Where a reference standard is specified, the edition of the standard in the current governing building code shall be followed. Where the standard is not listed in the building code, follow the edition current with the issue date of these Specifications.

1.03 RELATED WORK SPECIFIED ELSEWHERE
A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
   1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
   2. Section 02 41 13 – Selective Demolition
   3. DIVISION 03 – CONCRETE; including all Sections contained therein
   4. DIVISION 04 – MASONRY; including all Sections contained therein
5. Section 05 50 00 – Metal Fabrications
6. Section 06 10 00 – Rough Carpentry
7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
9. DIVISION 09 – FINISHES; including all Sections contained therein.
10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
11. Section 22 00 00 – Plumbing
12. Section 23 00 00 - HVAC
13. Section 26 00 00 – Electrical

1.04 PRECEDENCE: QUALITY, REFERENCE STANDARD, AND SOURCE

A. Qualities:
1. For the products specified by stated qualities or by the description, as well as by the reference standard or by the source, the specified qualities or description shall take precedence.
2. For a product specified only by stated qualities or by the description, provide materials, equipment or fabrications conforming to those qualities and description, suitable for the uses shown on the Drawings.

B. Reference Standards:
1. For product specified by reference to a published standard, as well as buy the source, the reference standard shall take precedence over the source.
2. For a product described only by reference standard, provide material, equipment or fabrications conforming to that reference standard, suitable for the use shown on the Drawings.

C. Procedures for Selecting Products: Contractor’s options for selecting products are limited to Contract document requirements and governing regulations and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not limited to, the following for various methods of specifying:
1. For a product described by manufacturer, manufacturer's brand name, or origin, with or without catalog number or model number, provide a product that conforms to the specified qualities and reference standards.
2. For a product specified by source and "no substitution", provide only that product specified. No request for substitution shall be considered.
3. For a product specified by one or more names, provide any one of the products specified. Where two or more sources are named, the choice is the Contractor's. Any other product shall be considered only if requested as substitution.
4. For a product specified by one or more source names and "or approved substitute", provide one of the specified products, or, submit a request for substitution for a product not named which the Contractor can demonstrate to be of equal or higher quality.
5. Performance Requirements: Provide products which comply with specific performances indicated, and which are recommended by manufacturer for overall application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.
6. Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.
7. Visual Matching: Where matching with an existing product or established sample is required, final judgement of whether a product proposed by the Contractor matches sample satisfactorily is the Architect's judgement. Where no product within specified cost category is available, which matches sample satisfactorily and complies with requirements, comply with Contract document provisions concerning, "Substitutions" and "Change Orders" for selection of a matching product outside established cost category or a product not complying with requirements.
1.05 CONTRACTOR’S OPTION
   A. Where an option (or choice) is specified, provide one or the other of the options. The choice of an option is the
      Contractor’s. Where submittals are required, he shall state which option has been chosen by him.
   B. For economy of drawing, only one option is usually shown on the Drawings. If another option is elected by the
      Contractor, he shall adjust details, dimensions and physical settings to conform. The Contractor shall review
      adjustments and details with the Architect before implementation.

1.06 SPECIAL WARRANTIES AND SERVICE
   A. In addition to the warranty and correction Work provisions of the General Conditions, provide the following as specified:
      1. Special Warranties: A warranty or guarantee provide by the manufacturer, fabricator, supplier or installer and the
         Contractor providing specific representation of quality and fitness for a specific period. When also specified, a
         special warranty lists the actions the Contractor, his installer, supplier or manufacturer shall take to correct
         defective Work.
      2. Service: Specific programs of service that a manufacturer, fabricator, supplier or installer and the Contractor shall
         provide for a specific period of time. Service programs shall, as, specified, provide such Work as inspections,
         reports, parts, materials, and other products or Work needed to render the services.
   B. The Architect and Owner reserve the right to not accept unrequested warranties and guarantees offered by the
      Contractor, his installers or suppliers.
   C. Special warranties shall not be required to cover failure from:
      1. Hurricane, floods or acts of God;
      2. Misuse or improper maintenance by the Owner;
      3. Vandalism or misuse by the public after time of Substantial Completion.
   D. When defective Work is corrected under the special warranty provisions, the warranty period shall be extended by the
      period of time between Substantial Completion and the correction of the Work.

1.07 CERTIFICATION BY MANUFACTURERS OR INSTALLERS
   A. Provide where specified, as a submittal, certification by the manufacturer or installer that the product and its method of
      installation are suitable for:
      1. The type of construction and use of this product
      2. For the New England climate
      3. For the design intent expressed in the Contract Documents

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING
   A. Deliver handle and store products in accordance with manufacturer’s recommendations and by methods which prevent
      damage, deterioration and loss, including theft.
   B. Control delivery schedule to minimize long term storage of products at site and overcrowding of construction spaces. Provide delivery/installation coordination to ensure minimum holding or storage times for products that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1.09 SUBMITTALS
   A. Provide submittals in accordance with requirements of Section 01 33 00 – Submittal Procedures
1.10 SUBSTITUTION REQUEST PROCEDURE

A. For a period of 60 days after the start of Contract Time, the Architect will review written requests from the Contractor for changes in products, materials and methods of construction required by Contract Documents. These changes are considered request for "substitutions", and are subject to requirements hereof. Substitutions received after the 60-day commencement of Work may be considered rejected at the discretion of the Architect.

1. Work not defined as Substitutions: The requirements for substitutions do not apply to the following:
   a. Specified Contractor options on products and construction methods.
   b. Revisions to Contract Documents requested by Owner or Architect are "changes" not "substitutions".
   c. Requested substitutions during bidding period, which have been accepted prior to Contract Date and included in Contract Documents.
   d. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders, except as provided for in Contract Documents.

B. Requests for Substitutions: Submit 3 copies of substitution request form provided herein, fully identified for product or method being replaced by substitution, including related specification Section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected Work, cost information or, proposal, fabrication and installation procedures and Contractor's statement to the overall Work as a substitute to or -better-than Work originally indicated.

C. Conditions: Contractor's request for substitution shall be received and considered when extensive revisions to Contract Documents are not required and changes are in keeping with the general intent of Contract Documents; when timely, fully documented and properly submitted; and when one or more of the following conditions is satisfied, all as judged by the Architect. The review of substitution requests is an extra service of the Architect, limited by the Owner's authorization of the Architect to perform such services. The Owner will charge the Contractor for the Architect's processing of substitution requests, except when the Contractor can demonstrate that one of the following cases applies. Otherwise, requests shall be returned without action except to record non-compliance with these requirements.

1. When the indicated product or method cannot be provided within the approved progress schedule, but not as the result of the Contractor's failure to Contract, order, purchase, fabricate, prepare other Work, or coordinate the Work well in advance of need.

2. When the indicated product or method is not compatible with other products or Work, cannot be coordinated or fit into Work, or shall demonstrably have adverse effect on permanence, function or use of the Work.

3. When the indicated product or method is not approved by public authorities.

4. When the substitute request is made in response to a source specified as "Architect approved substitute".

1.11 PRE-INSTALLATION MEETING

A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.
SUBSTITUTION REQUEST

Project: New Bedford High School –
Swimming Pool Locker Room Renovations

Owner: City of New Bedford

To: Mount Vernon Group Architects, Inc.
47 N. Second Street
New Bedford, MA 02740
Attn: Mr. Jorge Figueiredo

CONTRACTOR’S REQUEST, WITH SUPPORTING DATA

1. Section of Specifications to which this request applies: _______________________
   6 Digit Section number
   ___ Product data for proposed substitution is attached (description of product, reference standards, performance and test data).
   ___ Sample is attached ___ Sample shall be sent if requested by Architect

2. Itemized comparison of proposed substitution with product specified.

   ORIGINAL PRODUCT                        SUBSTITUTION

   Name, brand:

   Catalog No.:

   Manufacturer:

   Significant Variation:

3. Unit cost of original product and proposed substitution. State whether cost is for _____ material only, or _____ material installed.
   Original Product: $ _______ per _______ Substitution: $ _______ per _______

4. Proposed change in Contract Sum:
   Credit to Owner: ____________________ Additional cost to Owner:

5. Proposed change in Contract Time:
   Reduce/Increase Contract time by: _____________ days.

6. Effect of the proposed substitute on other parts of the Work, or on other Contracts:

Product Requirements
01 60 00 - 5
7. Reason for requesting substitution:

CONTRACTOR’S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENTS:

I/we have investigated the proposed substitution. I/we

1. believe that it is equal or superior in all respects to the originally specified product, except as stated in 2. above;
2. shall provide the same warranty in accordance with General Conditions 4.1.5.;
3. shall provide the same special warranty or guaranty as specified;
4. have included all cost data and cost implications of the proposed substitution;
5. shall pay redesign and special inspection costs caused by the use of this product;
6. shall pay additional costs to other Contractors caused by substitution;
7. shall coordinate the incorporation of the proposed substitution in the Work;
8. shall modify other parts of the Work as needed, to make all parts of the Work complete and functioning.
9. waive further claims for added cost to Contractor caused by the proposed substitution.

Contractor: ___________________________ Date: __________________________

ARCHITECT REVIEW AND ACTION

A. Provide more information in the following categories. Resubmit.
B. Sign Contractor’s Statement of Conformance. Resubmit.
C. The proposed substitution is approved, with the following conditions:

D. The following changes shall be made by change order:
   1. Addition/Deduction from the Contract Sum:
   2. Addition/Deduction from Contract Time:

Mount Vernon Group Architects, Inc.: ___________________________ Date: __________________________
SECTION 01 71 00
CLEANING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 1 - General Requirements, apply to the work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section shall include, but not be limited to, the following:
      1. Cleaning of the Project site and building interior during progress of the Work, and at completion of the Work, in accordance with requirements of the Contract Documents.
      2. Re-cleaning of areas affected by the new construction following completion of the Work.
      3. Polish existing concrete floor to match existing.

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
   B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein
      4. DIVISION 04 – MASONRY; including all Sections contained therein
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
     10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
      11. Section 22 00 00 – Plumbing
      12. Section 23 00 00 - HVAC
      13. Section 26 00 00 – Electrical

1.04 PRE-INSTALLATION MEETING
   A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 MATERIALS
   A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
NEW BEDFORD HIGH SCHOOL
SWIMMING POOL LOCKER ROOM RENOVATIONS
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740
Mount Vernon Group Architects, Inc., Project No. 02014.69

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION
A. Execute periodic cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
B. Provide on-site containers for the collection of waste materials, debris and rubbish.
C. Remove waste materials, debris and rubbish from the site periodically and dispose of at a legal disposal areas away from the site.

3.02 DUST CONTROL
A. Clean interior and exterior spaces and surfaces upon completion of work.

3.03 FINAL CLEANING
A. Employ skilled Workmen for final cleaning.
B. Just prior to inspection for Final Completion, perform a complete cleaning of the project area including, without limitation the following:
   1. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials form sight-exposed interior and exterior surfaces.
   2. Sweep resilient flooring
   3. Vacuum carpet.
   4. Remove protective covers from, clean and polish exposed to view equipment, Mechanical and electrical fixtures, windows, hardware etc.
   5. Remove debris and dirt from concealed spaces such as ceiling plenums, chases, pipe and duct spaces.
   6. Clean electric light fixtures to allow for full efficiency.
C. Owner will assume responsibility for cleaning as of the date designated on Certificate of Substantial Completion for the Owner’s acceptance of project, or portion thereof.

3.04 RUBBISH REMOVAL
A. The General Contractor shall remove all waste and debris and dispose daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

END OF SECTION
SECTION 01 77 00

CONTRACT CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of 
      Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section includes, but is not limited to, the following:
      1. Supplementary instructions regarding preparation for Contract closeout, including Punch-List, prerequisites to
         Substantial Completion and Final Inspection, Substantial Completion, Affidavit in regard to liens, submittals of
         guarantees and other Documents and instruction to Owner's personnel.
      2. Specific requirements for individual units of Work are specified in Sections of Division 2 through 31. Time of
         closeout is directly related to "Substantial Completion" for all phases of the Work and therefore shall be a series of
         time periods for the individual phases of the Work which have been certified as substantially complete at different
         dates.
   B. Acceptance testing of Mechanical and Electrical Systems shall be in accordance with requirements of 780 CMR,
      Chapter 13, and specified requirements of the Contract Documents.

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all of the Contract Documents for requirements which affect the Work of this Section.
   B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the
      following:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein
      4. DIVISION 04 – MASONRY; including all Sections contained therein
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
      10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
      11. Section 22 00 00 – Plumbing
      12. Section 23 00 00 - HVAC
      13. Section 26 00 00 – Electrical

1.04 PUNCH-LIST AND FINAL INSPECTION
   A. In accordance with requirements of the General Conditions, when the General Contractor considers the Work to be
      substantially complete, for either entire Work or specified phases thereof, he shall notify the Owner and the Architect in
      writing that the Work shall be ready for final inspection on a definite date which shall be stated in the notice. Such
      notice shall be given at least 10 days prior to the date stated for final inspection.
      1. Written notice shall also be given to Owner and Architect by the General Contractor upon completion of any Work
         which was determined during the above referenced final inspection, to be incomplete, incorrect or unsatisfactory.
2. On receipt of such notice from the General Contractor, additional inspection(s) shall be made until completion of all Contract requirements is complete, as determined by the Architect.

B. The Architect will review the General Contractor's punchlist and verify Substantial Completion for individual specified phases of the Work and the entire Work. Verification of Substantial Completion by the Architect is intended to be a final inspection of the Work to determine that the Work has been executed in accordance with requirements of the Contract Documents. Requests to the Architect by the General Contractor for verification of Substantial Completion of incomplete Work, or prior to receipt by the Architect of the General Contractor's punchlist, shall not be honored.

1.05 SUBSTANTIAL COMPLETION

A. Upon determination of Substantial Completion for individual specified phases of the Work and the entire Work, the Architect will prepare a Certification of Substantial Completion in accordance with requirements of the Contract Documents. Unless specifically provided otherwise by the Architect in the Certificate of Substantial Completion, the General Contractor shall be responsible for providing full manufacturer warranties in accordance with requirements of individual trade Sections for specific product warranty requirements. As a result of the overlapping nature of Substantial Completion for the specified individual phases of the Work, the General Contractor shall be responsible for providing manufacturer warranties, the Effective Starting Date of which, shall commence upon Substantial Completion of Phase 1D of the Work, as described in the Contract Documents. Warranties shall run for the warranty period indicated in the respective trade Section.

1. Upon written declaration of Substantial Completion by the General Contractor, the General Contractor shall show 100% completion for the specified individual phase of the Work claimed as substantially complete. The General Contractor shall include supporting documentation of Substantial Completion in accordance with requirements of the Contract Documents, and a statement showing an accounting of changes to the Contract Sum.

a. If 100% completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

1.06 SUBMITTAL OF DOCUMENTS AND PROCEDURAL REQUIREMENTS

A. At the "Substantial Completion Stage" of the Contract, the General Contractor shall submit the following items to the Architect for transmission to the Owner:

1. Certificates of inspection applicable to the Work evidencing compliance with governing regulations, including:
   a. Certificates of Occupancy
   b. Certificates of inspection of elevators
   c. Certificates of inspection for mechanical Work
   d. Certificates of inspection for electrical Work

2. Certifications, testing and balancing reports, and similar information substantiating that project conforms to requirements of the Contract Documents and is fully operational.

3. Start-up performance reports and video recordings of all equipment start-up and routine maintenance.

4. Change over information related to Owner's occupancy, use, operation and maintenance, including final meter readings, if applicable.

5. Change-over from construction keying to final keying. Turn over keys and keying schedule to Architect for delivery to the Owner.

6. Application for reduction in retainage, and consent of surety.

7. List of incomplete Work, which is to be attached to the Architect's Certificate of Substantial Completion as a clarification.

8. Complete project Operational and Maintenance Manuals, assembled in three ring binders.

9. One copy of each special warranty required by the Contract Documents, endorsed by the General Contractor, and in a form reasonably acceptable to the Architect. If the Architect accepts unbound warranties at this time, those warranties shall be returned to the General Contractor for binding into the Warranty Binders specified below.
a. Warranties required by the Contract Documents for Work cited as not complete on the punch list shall commence when such Work is accepted as complete by the Architect, unless otherwise provided in the Certificate of Substantial Completion.

B. Remove construction facilities and temporary controls, except those that are required to complete punch-list Work.

C. At “Final Completion” the General Contractor shall prepare closeout submittals and submit to the Architect prior to “Final Completion”, allowing at least 15 Working days time for review.
   1. Project record Documents marked with changes made during construction.
   2. Copy of approved shop drawings or installed drawings for all phases of the Work.
   3. Project warranties (guarantees) and maintenance agreements, assembled in 3 ring binders.
   4. Spare parts neatly wrapped or packaged in standard sizes and clearly labeled.
   5. Final construction photographs.
   6. Certified building location survey.
   7. Certificate of insurance for products and completed operations.
   8. Consent of Surety to Final Payment.
   9. An affidavit that all bills and indebtedness connected with the Work has been paid.
   10. Typed list of Subcontractors and major Material Suppliers. (Shall include address, telephone number and name of individual to Contract regarding this project.
   11. Waivers of lien from all Subcontractors and suppliers, or bond satisfactory to the Owner indemnifying Owner against all liens or other claims.
   12. Proof that all taxes, fees and similar obligations have been paid.
   13. Additional change over information which may be required by Owner’s lender and Owner’s property insurer.
   14. Records of training sessions and videos for Owner’s personnel to instruct them in the operation of equipment and controls, to document completion of training.
   15. Deliver tools, spare parts, extra stock, and similar items.
   16. Complete final clean-up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred and exposed finishes.

D. Complete punch list items or, if acceptable to the Owner, furnish proposed schedule for completion and assurances that Work not completed and accepted shall be completed without undue delay. The Architect will re-inspect the Work to determine whether it is complete.

E. The General Contractor shall complete all the items stated in the Closeout Procedures within 45 days of date of the Certificate of Substantial Completion. Failure to complete the closeout requirements within the allowed time frame will require the Owner to charge back all costs of the Architect, Project Manager and other Consultants which the Owner requires for the completion of the project closeout. The Architect will process this by preparing a Final Change Order, reflecting adjustments to the Contract Sum not previously made by other Change Orders.

1.07 AFFIDAVIT IN REGARD TO LIENS

A. A valid "Contractor's Affidavit in regard to Liens", which certifies the following, must be submitted with "Request For Final Payment".
   1. The undersigned hereby certifies that all Work required under the above Contract has been performed in accordance with the terms thereof, that all material, men, Subcontractors, mechanics and laborers have been paid and satisfied in full and that there are no outstanding claims of any character arising out of the performance of the Contract which have been paid and satisfied in full.
   2. The undersigned further certifies that to the best of his knowledge or belief, there are no unsatisfied claims for damages resulting from injury or death to any employees, Subcontractors or the public at large arising out of the performance of the Contract, or any suits or claims for any other damage of any kind, nature or description which might constitute a lien upon the property of the Owner.
3. General Contractor shall provide a written guarantee in a form acceptable to the Owner and Architect at Substantial Completion.

1.08 INSTRUCTION OF PERSONNEL

A. General Contractor shall provide free instruction, including video tape instruction, in the proper use of all installed equipment to designated representative of the Owner.

B. Instruction of the Owner's Maintenance Supervisor in the proper methods of cleaning and maintaining all of the finished surfaces and the proper method of replacement of the consumable items shall be part of this Work.

1.09 OPERATIONAL AND MAINTENANCE MANUALS

A. Prior to date of substantial completion, submit to the architect Maintenance and Operational Manuals in accordance with requirements of Section 01 78 39 - Project Record Documents. Include operations and maintenance information for all items of equipment, and maintenance information for all products which may require special care, such as carpet and special finishes whether, or not a submittal is specifically required by technical Sections of these specifications.

1.10 FINAL INSPECTION

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following: List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and complete operations where required.

2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the Architects final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.

4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for correcting elements of the Work.

5. Submit consent of surety to final payment.


7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

END OF SECTION
SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 1 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK

A. The Work of this Section shall include, but not be limited to, maintaining at the site for the Building Superintendent one record copy of the following:

1. Drawings  
2. Specifications  
3. Addenda  
4. Change Orders and other Modifications to the Contract  
5. Architect's Field Orders or written instructions  
6. Approved Shop Drawings, Product Data and Samples  
7. Field Test Records

1.03 RELATED WORK SPECIFIED ELSEWHERE

A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.

B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:

1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein  
2. Section 02 41 13 – Selective Demolition  
3. DIVISION 03 – CONCRETE; including all Sections contained therein  
4. DIVISION 04 – MASONRY; including all Sections contained therein  
5. Section 05 50 00 – Metal Fabrications  
6. Section 06 10 00 – Rough Carpentry  
7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.  
8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.  
9. DIVISION 09 – FINISHES; including all Sections contained therein.  
10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.  
11. Section 22 00 00 – Plumbing  
12. Section 23 00 00 - HVAC  
13. Section 26 00 00 – Electrical

1.04 GENERAL REQUIREMENTS

A. Provide all necessary equipment, including but not limited to, lockable files, racks, and secure storage as required to maintain storage of documents and samples in a clean, dry, legible condition and in good order.

B. Documents and samples shall be filed in accordance with data Filing Format of the Uniform Construction Index.

C. Record Documents shall not be used for construction purposes.

D. Make Documents and samples available at all times for inspection by Architect/Engineer.

E. Provide felt tip marking pens for recording information in the color code designated by the Architect.
1.05 RECORDING
   A. Label each document "PROJECT RECORD" in neat large printed letters located in the bottom right hand corner.
   B. Record information concurrently with construction progress.
      1. Do not conceal any Work until required information is recorded.
   C. Drawings shall be legibly marked daily to record actual construction, as follows:
      1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
      2. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the structure.
      3. Field changes of dimensions and detail.
      4. Changes made by Field Order or by Change Order.
      5. Details not on original Contract drawings.
      6. Record Drawings shall be updated each Working day. Monthly pay requisitions shall not be processed if record drawings are not up to date.
   D. Individual Specification Sections and Contract Document Addenda shall be legibly marked to record the following.
      1. Manufacturer, trade name, catalogue number, and supplier of each product and item of installed equipment.
      2. Changes made by Field Order or by Change Order.

1.06 SUBMITTALS
   A. Provide submittals in accordance with requirements of Section 01 33 00 – Submittal Procedures in accordance with requirements of the Contract Documents.
   B. Prior to Contractor claim of Substantial Completion for specified phases of the Work and the entire Work, the Contractor shall deliver Record Documents to the Architect for review and approval.
   C. Upon receipt of approval of Record Documents from the Architect, the Contractor and Subcontractors shall transfer the as-built information shown on the Record Drawings onto compact disc, in a format compatible with equipment and programs provided under the Work of Section 01 50 00 – Temporary Facilities and Controls, or as otherwise required by the Owner.
   D. Submission of accurate record drawings and their approval shall be a condition precedent to final payment.
   E. Submittals of Record Documents shall be accompanied with transmittal letter in duplicate, containing the following information:
      1. Date
      2. Title and number of each Record Document
      3. Signature of the Contractor or his authorized representative

1.07 OPERATIONS AND MAINTENANCE MANUALS
   A. Prior to Contractor claim of Substantial Completion for specified phases of the Work and the entire Work, submit Operation and Maintenance (O&M) manuals to the Architect for review. Generally, include operation and maintenance information for all items of equipment, and maintenance information for all products which may require special care, such as carpet and special finishes, whether or not a submittal is specifically required by the technical Sections of these specifications.
      1. Include complete schematic, electrical and connection diagrams for each item of equipment.
      2. Include instructions for installation, start-up. Operation, inspections, maintenance, parts lists and data sheets.
      3. On manufacturer's printed literature, where the literature covers more than one model, indicate by check mark or circle in ink the correct model number and data for the model number.
   B. Arrange manuals, instruction books, diagrams, etc. in the order and manner prescribed by the Owner. In the absence of other instructions from the Owner, organize the operation and maintenance manuals as described in this Article.

Project Record Documents
01 78 39 - 2
C. Bind instruction books in hard durable covers supplied by the manufacturer, or in 3-ring binders with vinyl covers.
   1. Identify each volume on front and spine with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS," title of Projects, identity of subject matter covered in each volume.
   2. Inside cover and Title Page shall repeat information on the cover and identify the General Contractor, name of responsible principal, address and telephone number.
   3. Provide Table of Contents for each volume, arranged in systematic order, neatly type written. Organize information by systems, following the sequence of the table of contents of the Project Manual.
   4. Separate products and systems within the binder by tabbed and labeled dividers.
   5. For each item or system, include the name, address and phone number of the Subcontractor who furnished and/or installed the equipment, the name(s) and telephone numbers of the Subcontractor's representative to be contacted in the event of an emergency, and the name, address and phone number of the nearest service facility authorized by the manufacturer.

D. Require each manufacturer to prepare/provide information on its own products. In those instances where equipment or controls are job-assembled by a Subcontractor, then require that the Subcontractor prepare maintenance instructions.

E. Information for complex systems, such as elevators and handicap lifts, may be separately bound. Include a tabbed divider for the system and insert a page directing the reader to the separate volume, or include a clear cross reference in the table of contents.

F. Submit one review copy of the fully compiled data in final form. The Architect will review the copy and return it with comments. Upon receipt of approval of O&M Manuals from the Architect and OPM, the Contractor and Subcontractors shall resubmit one (1) corrected and bound hard copies, and three (3) electronic disk copies in a format compatible with equipment and programs provided under the Work of Section 01 50 00 – Temporary Facilities and Controls.

1.08 WARRANTIES AND GUARANTEES

A. Prior to Contractor claim of Substantial Completion for specified phases of the Work and the entire Work, assemble two (2) executed copies of each warranty, bond, and service and maintenance Contract required for the project. Warranties are specified in the respective trade Sections of the specifications.

B. Bind these in 3-ring loose leaf binders with vinyl covers
   1. Identify each volume on front and spine with typed or printed title "WARRANTIES," title of Projects, identity of subject matter covered in each particular volume.
   2. Inside cover and Title Page shall repeat information on the cover and identify the General Contractor, name of responsible principal, address and telephone number.
   3. Table of contents: For each volume, arrange in systematic order, neatly type written.

C. For items of Work delayed beyond Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

1.09 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.

B. Deliver to Project site and place in location directed. Obtain receipt prior to final payment.

1.10 PRE-INSTALLATION MEETING

A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.
PART 2 – PRODUCTS       NOT USED

PART 3 – EXECUTION       NOT USED

END OF SECTION
SECTION 01 91 15

GENERAL TESTING REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 1 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
A. The Work of this Section includes, but is not limited to, the following:
   1. General testing requirements and procedures
   2. Acceptance testing in accordance with provisions of 780 CMR 120 of all HVAC, and electric power distribution systems, including operational features and controls
   3. Responsibilities of the Contractor
   4. Responsibilities of the Owner

1.03 RELATED WORK SPECIFIED ELSEWHERE
A. Carefully examine all the Contract Documents for requirements which effect the Work of this Section.
B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
   1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
   2. Section 02 41 13 – Selective Demolition
   3. DIVISION 03 – CONCRETE; including all Sections contained therein
   4. DIVISION 04 – MASONRY; including all Sections contained therein
   5. Section 05 50 00 – Metal Fabrications
   6. Section 06 10 00 – Rough Carpentry
   7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
   8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
   9. DIVISION 09 – FINISHES; including all Sections contained therein.
   10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
   11. Section 22 00 00 – Plumbing
   12. Section 23 00 00 - HVAC
   13. Section 26 00 00 – Electrical

1.04 SUBMITTALS
A. Provide submittals in accordance with requirements of Section 01 33 00 – Submittal Procedures, or as otherwise required for completion and transmittal of all documents required in accordance with requirements of the Contract Documents.
1.05 REQUIRED TESTING

A. The Owner will employ independent testing agencies to perform field and lab tests unless otherwise specified or indicated in other Sections of these Specifications. This testing will be paid for by the Contractor, unless otherwise specified or indicated. Employment of Testing Laboratory shall in no way relieve Contractor of his obligation to perform Work in accordance with the Contract. The Contractor shall provide standard factory testing, certification of compliance with specified requirements, testing for fire performance, and other tests as specified or indicated. Contractor employed testing agencies must be approved by the Architect.

B. Electrical Power System Testing: At least the following tests will be performed. Where noted with an asterisk*, the test shall be performed and paid for by the installing Contractor and witnessed by the Owner's Representative.
   1. Polarity tests*
   2. Operation of all circuits*
   3. Ground megger tests*
   4. Megger tests of all circuits*
   5. Hi Pot and Dielectric tests of all high voltage cables, connections, oil-filled equipment, and the like*
   6. Lab tests to verify quality of all materials and components

C. Electrical Lighting System Testing: At least the following tests shall be performed, paid for by the installing Contractor and witnessed by the Owner's Representative.
   1. Operation of every component of entire system

D. Fire Alarm System Testing: At least the following tests will be performed. The tests shall be performed and paid for by the installing Contractor and witnessed by the Owner's on-site representative.
   1. All smoke and heat detectors.
   2. Proper operation as required by authorities having jurisdiction*

1.06 TESTING REQUIREMENTS AND PROCEDURES

A. The Contractor shall fully cooperate with testing agencies and permit free access to all areas at all times. The Contractor shall permit taking samples at any time during construction, either before or after installation. The Contractor shall furnish casual labor and facilities to provide access to Work being tested, to obtain and handle samples at the site to facilitate inspections and tests and provide for Laboratory's exclusive use storage and curing for test samples. Prior to notice to proceed with construction, the Contractor shall submit a Testing Log of planned tests and scheduled test dates. Tests shall be numbered based on type of Work, type of test, and sequence. The Testing Log shall be maintained by the Contractor and updated weekly. The Contractor shall notify the Owner in writing at least fourteen calendar days prior to any Work requiring testing. The Contractor shall coordinate, arrange and fully administer all testing, whether paid by or employed by the Owner or the Contractor.

B. The Contractor shall distribute test results as follows:
   1. Contractor (2 copies)
   2. Architect (2 copies)

C. The final Testing Log, including final acceptable tests, shall be turned over to the Owner, with four copies delivered to the Architect.

D. The Contractor and the Owner will note the test record on the Testing Log to acknowledge test procedures and results. If follow-up or corrective action is needed, the Contractor shall submit to the Owner two written copies of proposed follow-up or corrective plans and obtain the Owner's written approval before proceeding. Costs for additional inspections, sampling and testing required when initial tests indicate Work does not comply with Contract Documents will be deducted from Contractor's monthly payments.
E. FUNCTIONAL PERFORMANCE TESTS

1. Functional testing is to be performed by the Contractor's testing agency. Testing should be witnessed by the installer and manufacturer, if possible, as referenced in the procedures listed below. The testing procedures are the same as long as the products are all newly installed, and there are no other procedures or methods identified in the Spec by the Architect. In some situations the Installer will perform their own field testing to ensure that their means and methods are suitable to meet the Performance requirements outlined in the Project Specs. This should never replace testing performed by a Contractor retained Independent Testing agency, unless deemed appropriate by the Architect.

2. As a minimum, tests shall be performed on a mock-up installation and at least on one more occasion after 50% completion during production work. Field Testing should be performed for Air Leakage Resistance and Water Penetration Resistance as soon as possible after installation of a mock-up assembly begins and the selected fenestration product is determined to be ready for testing by the installer. If failure occurs, additional testing should be performed to determine the source of the failure and no additional installation should occur until the mock-up assembly meets the Project Requirements.

3. Tests should be performed on a representative type and number of fenestration products at the discretion of the Architect. It is best if testing occurs prior to installation of interior finishes so that all areas around the product being tested may be observed for water leakage, and it makes setting up the test chamber easier and more effective.

1.07 PRE-INSTALLATION MEETING

A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION
SECTION 02 41 13
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section includes, but is not limited to, Labor and Materials as required to complete the following:
      1. Remove masonry walls
      2. Remove raised concrete slab
      3. Remove doors, door frames, and all related attachments
      4. Remove shower and toilet compartments, urinal screens, toilet accessories, and all related attachments
      5. Remove benches and all related accessories
      6. Remove acoustic ceiling tiles, suspension system, and all related attachments
      7. Remove metal lockers, hardware, and all related attachments
      8. Remove and store shelving, office supplies, and furniture at a room designated by the Owner
   B. The installation of new Work that requires coring of floors, walls, and/or roof penetrations measuring 4-1/2 in. or less shall be performed by the Subcontractor of Filed Sub-Bid Sections. The General Contractor shall cut and core floors, walls, and/or roof penetrations for sizes not indicated by the Filed Sub-Bid Sections.
   C. Scheduling and sequencing operations without interrupt utilities serving occupied areas. If interruption is required, obtain written permission from the utility company and the Owner. Provide temporary services as necessary to serve occupied and usable facilities when permanent utilities must be interrupted, or schedule interruption when the least amount of inconvenience will result.

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
   B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein
      4. DIVISION 04 – MASONRY; including all Sections contained therein
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
      10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
      11. Section 22 00 00 – Plumbing
      12. Section 23 00 00 - HVAC
      13. Section 26 00 00 – Electrical
1.04 DEFINITIONS
A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
B. Remove and Salvage: Detach items from existing construction and deliver them to the Owner, ready for reuse, at a location designated by the Owner. Protect from weather until accepted by Owner.
C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated. Protect from weather until reinstallation.
D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.05 MATERIALS OWNERSHIP
A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques, antiques, and other items of interest or value to the Owner that may be encountered during selective demolition remain property of the Owner. Carefully remove each item or object in a manner to prevent damage and deliver promptly to a location acceptable to the Owner.

1.06 SUBMITTALS
A. Provide submittals in accordance with requirements of Section 01 30 00 of the Contract Documents
B. Provide qualification data for demolition firm, professional engineer, and refrigerant recovery technician.
C. Provide schedule of demolition activities, including but not limited to, the following:
   1. Detailed sequence of demolition and removal work, with starting and ending dates for each activity. Schedule shall ensure that the Owner's building and on-site operations are uninterrupted.
   2. Interruption of utility services, including dates and duration of interruption.
   3. Coordination for shutoff, capping, and continuation of utility services.
   4. Means of protection for items to remain.
D. Provide an inventory list of items that have been removed and salvaged following completion of the Work of this Section.
E. Provide photographs and videotapes showing existing conditions of adjoining construction and site improvements, prior to commencement of the Work of this Section that may be misconstrued as damage caused by the Work of this Section.

1.07 QUALITY ASSURANCE
A. Examination of Existing Conditions: The Contractor shall examine the Contract Drawings for demolition and removal requirements and provisions for new work. Verify all existing conditions and dimensions before commencing work. The Contractor shall visit the site and examine the existing conditions as he finds them and shall inform herself/himself of the character, extent and type of demolition and removal work to be performed. Submit any questions regarding the extent and character of the demolition and removal work in the manner and within the time period established for receipt of such questions during the bidding period.
B. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
D. Standards: Comply with ANSI A10.6 and NFPA 241.
E. Pre-demolition Conference: Review methods and procedures related to selective demolition including, but not limited to, the following:
   1. Inspect and discuss condition of construction to be selectively demolished.
   2. Review structural load limitations of existing structure.
   3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
   4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
   5. Review areas where existing construction is to remain and requires protection.

1.08 PROJECT CONDITIONS
A. Owner Occupancy:
   1. The existing New Bedford Police Station Headquarters will be occupied during the Work of this Contract. Insure any impact or disruption to these occupants is kept to a minimum. The Contractor shall employ all measures necessary to protect the existing buildings and adjacent property from damage caused by the Work of this Contract.

1.09 WARRANTY
A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

1.10 PRE-INSTALLATION MEETING
A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions, and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS
2.01 GENERAL
A. All Repair materials shall be compatible with existing materials to remain and shall be as approved by the Architect.

PART 3 - EXECUTION
3.01 EXAMINATION
A. Verify that utilities have been disconnected and capped.
B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Designer.
E. Engage the services of a professional engineer registered in the Commonwealth of Massachusetts to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
   1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

G. Utility Services:
   1. Existing utility services shall be maintained to existing facilities. Provide a minimum three (3) day notice of service shutdown to the Owner.
   2. Shut-off all utilities shall be conducted by the Contractor in compliance with requirements of authorities having jurisdiction.

H. Site Access and Temporary Controls:
   1. Existing streets and walks shall remain open at all times. Maintain all existing building access and egress capabilities as required by local authorities having jurisdiction.
   2. Provide and maintain temporary protection, including chain link fencing as necessary.
   3. Provide and maintain protection around existing trees and plantings located on adjacent property.

I. Temporary Facilities:
   1. Provide and maintain temporary barricades to prevent injury to people.
   2. Provide and maintain temporary weather protection as required.
   3. Provide and maintain protection of existing finish work to remain.
   4. Provide and maintain protection of existing interior furnishings and equipment.
   5. Provide and maintain protection of exterior site improvements to remain, including on adjacent property.

J. Provide and maintain temporary weather-tight enclosure for building exterior as required.

K. Provide and maintain temporary shoring of existing structural building components to remain, including but not limited to, structural steel, brick masonry walls, and concrete floors and wood roof framing.

L. Items to be removed and salvaged shall be cleaned, stored, and transported to the Owner's designated storage area.

M. Items to be removed and reinstalled shall be cleaned, repaired, stored, and reinstalled as required.

N. Existing items to remain shall be protected against damage during construction.

O. Cleaning and Disposal: All waste and debris caused by the Work of this Section shall be legally disposed of off site, daily, at a facility licensed to receive and process building demolition debris. Burning shall not be permitted. Provide original Bills of Lading to the Owner in accordance with requirements of the Owner.

3.02 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Comply with requirements for access and protection in accordance with requirements of Division 01.
   2. Maintain adequate passage to and from all exits at all times. Before any work is done which significantly alters access or egress patterns, consult with the Designer and obtain approval of code required egress. Under no condition block or interfere with the free flow of people at legally required exits, or in any way alter the required condition of such exits.
B. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
   1. Strengthen or add new supports when required during progress of selective demolition.
   2. Remove temporary shoring, bracing and structural supports when no longer required.
   3. Post warning signs and place barricades as applicable during placement and removal of temporary shoring.

C. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area(s).
   1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. Provide temporary barricades as required to limit access to demolition areas.
   2. Protect existing site improvements, appurtenances, and landscaping to remain.

D. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.

3.03 SELECTIVE DEMOLITION
A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
   1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
   2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
   3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
   4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
   5. Maintain adequate ventilation when using cutting torches.
   6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
   7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
   8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
   9. All waste and debris caused by the Work of this Section shall be removed and legally disposed of daily, in accordance with requirements of Section 01 50 00 - Temporary Facilities and Controls.

B. Removed and Salvaged Items:
   1. Clean salvaged items.
   2. Pack or crate items after cleaning. Identify contents of containers.
   3. Store items in a secure area until delivery to Owner.
   4. Transport items to storage area designated by the Owner.
   5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:
   1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
   2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3.04 PROTECTION OF PUBLIC AND PROPERTY

A. Provide all measures required by federal, state and municipal laws, regulations, and ordinances for the protection of surrounding property, the public, and workmen during all demolition and removal operations. Measures are to be taken, but not limited to installation of sidewalks, sheds, barricades, fences, warning lights and signs, trash chutes and temporary lighting.

B. Protect all walks, roads, streets, curbs, pavements, trees and plantings, on and off premises, and bear all costs for correcting such damage as directed by the Designer.

C. Demolition shall be performed in such a manner that will insure the safety of adjacent property. Protect adjacent property from damage and protect persons occupying adjacent property from injuries which might occur from falling debris or other cause and so as not to cause interference with the use of other portions of the building, of adjacent buildings or the free access and safe passage to and from the same.

D. Every precaution shall be taken to protect against movement or settlement of the building, of adjacent buildings, sidewalks, roads, streets, curbs and pavements. Provide and place at the Contractor’s own expense, all necessary bracing and shoring in connection with demolition and removal work.

E. Remove portions of structures with care by using tools and methods that will not transfer heavy shocks to existing and adjacent building structures, both internal and external of the particular work area.

F. Provide and maintain in proper condition, suitable fire resistive dust barriers around areas where interior demolition and removal work is in progress. Dust barriers shall prevent the dust migration to adjacent areas. Remove dust barriers upon completion of major demolition and removal in the particular work area.

3.05 DISCOVERY OF HAZARDOUS MATERIALS

A. If hazardous materials, such as chemicals, asbestos-containing materials, or other hazardous materials are discovered during the course of the work, cease work in affected area only and immediately notify the Designer of such discovery. Do not proceed with work in such areas until instructions are issued by the Designer. Continue work in other areas.

B. If unmarked containers are discovered during the course of the work, cease work in the affected area only and immediately notify the Designer of such discovery. Do not proceed with work in such areas until instructions are issued by the Designer. Take immediate precautions to prohibit endangering the containers integrity. Continue work in other areas.
3.06 CUTTING
   A. Perform all cutting of existing surfaces in a manner which will ensure a minimal difference between the cut area and new materials when patched. Use extreme care when cutting existing surfaces containing concealed utility lines which are indicated to remain and bear full responsibility for repairing or replacement of all such utilities that are accidentally damaged.
   B. Provide a flush saw cut edge where pavement, curb and concrete removals abut new construction work or existing surfaces to remain undisturbed.

3.07 DISPOSAL OF DEMOLISHED MATERIALS
   A. General: Comply with requirements of Division 1, and the following.
      1. Do not allow demolished materials to accumulate on-site.
      2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
      3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
   B. Burning: Do not burn demolished materials.

3.08 CLEANING
   A. Clean adjacent structures and improvements of dust, dirt, and debris caused by the Work of this Section. Premises shall be left in a clean condition and ready to accept alteration work and new construction.

3.09 RUBBISH REMOVAL
   A. The General Contractor shall remove all waste and debris and dispose daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls,
SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section shall include, but not be limited to, furnishing and installation of the following:
      1. All cast-in-place concrete as shown and noted on the Drawings, including but not limited to concrete ramps
      2. Finishing
      3. Sealing and curing of cast-in-place concrete
   B. Items to Be Installed Only: Install the following items as furnished by the designated Sections:
      1. Section 03 30 00 – Cast-In-Place Concrete: Anchor rods, inserts and pipe sleeves to attach handrails and guardrails to concrete

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
   B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following Divisions:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein
      4. DIVISION 04 – MASONRY; including all Sections contained therein
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
      10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
      11. Section 22 00 00 – Plumbing
      12. Section 23 00 00 - HVAC
      13. Section 26 00 00 – Electrical

1.04 INTENT OF WORK
   A. Except as specified otherwise herein, concrete shall be batched, mixed, placed, tested, and cured in accordance with the American Concrete Institute's "Structural Concrete for Buildings" ACI 301.
   B. Subcontractor shall schedule his Work and notify all trades in ample time so that provision for their Work can be made without delaying the progress of the project.
   C. It is the intention of the Drawings and specifications to produce concrete which will present an acceptable finished appearance. Imperfections of material or Workmanship shall be corrected as the Engineer directs, at the Sub-Contractor's expense.
D. All the Work that is to be inserted in the forms for attachment of other Work is not described in detail. Sub-Contractor shall carefully examine all drawings and other Sections of these specifications for the extent and detail of all such Work and coordinate this Work with other trades.

E. It will be the Subcontractor's responsibility to insure all concrete surfaces are completely free of any conditions which will adversely affect its finished appearance or the application of a specified finish.

F. Failure to comply with these requirements will require removal of sufficiently large Sections of the Work, as determined by the Architect and Engineer, to properly integrate the Section to be replaced with the architectural and structural requirements of the total project. All such removal and replacement shall be made at the expense of the Subcontractor at no additional cost to the Owner.

1.05 QUALITY ASSURANCE

A. Except as modified by the requirements specified herein and/or the details on the Drawings, all Work included in this Section shall conform to the applicable provisions of the following codes and standards:

1. 2015 International Building Code
3. American Concrete Institute (ACI):

B. Laboratory Tests and Mix Designs

1. General: Testing of cement and aggregate analysis will be performed by a qualified testing laboratory selected and paid for by the Owner. The laboratory shall perform all tests requested and authorized by the Architect and noted in the statement of special inspections. Tests and services shall consist of the following:
   a. Test results of Portland cement in accordance with ASTM C150 and C114 shall be furnished by the Concrete supplier.
   b. Analysis of aggregates in accordance with ASTM C33, and sieve analysis of fine and coarse aggregates in accordance with ASTM C136.

2. Samples: Subcontractor shall furnish and deliver identified samples of all materials required for analysis and tests in the amounts required by the Testing Laboratory, without charge. The samples will be selected by the Architect or the Testing Laboratory. Deliver samples of cement and aggregates to the Testing Laboratory at least 30 days prior to use on the job.

3. Mix Designs:
   a. All mix designs shall be proportioned in accordance with Section 4.4 (trial batches) of ACI 318-95. Cost of mix design preparation shall be paid by the Subcontractor. If trial batches are used, they shall be prepared by a recognized independent testing laboratory approved by the Architect. All mix designs for each class of concrete must be approved by the Architect prior to their use in the project. Sub-Contractor shall be responsible for incorporating into the structure concrete of the minimum strengths specified.

C. Environmental Conditions

1. Cold Weather Requirements:
   a. Concrete shall not be mixed or placed when the temperature is below 40 degrees F. or when conditions indicate that the temperature will fall below 40 degrees F. within 72 hours, without adequate protection approved by the Architect.
b. Concrete temperature shall be maintained, when deposited, at not less than 60 degrees F. In cold weather, the reinforcement, forms, and ground which concrete will contact must be completely free of frost.

c. The concrete and formwork must be kept at a temperature of not less than 50 degrees F. for not less than 72 hours after placing.

2. Hot Weather Requirements: The maximum placing temperature of the concrete, when deposited, shall be 90 degrees F. If the weather causes the placing temperature to exceed 90 degrees F., the mix shall be cooled by wetting the aggregate or other appropriate method as approved by the Architect.

D. Field inspection and testing of concrete shall be in accordance with Chapter 17 of the Massachusetts State Building Code.

1.06 SUBMITTALS

A. Provide concrete mix design (including admixtures), test reports, mill certification for Portland Cement, certification for Aggregate non-reactivity, ACI certification of concrete plant, and all other required materials in accordance with requirements of this Section and the Contract Documents.

B. Submit shop and erection drawings for reinforcing steel (electronically) and manufacturer’s data for other associated products for Architect’s review.

C. Provide shop drawings for fabricating and placing reinforcing steel. Show all required information for cutting, bending and placing reinforcing bars, and show all accessories and support bars on placing drawings. Indicate suitable marks for placing bars.

D. Fabrication of any material or performing of any work prior to the final approval of the shop drawings will be entirely at the risk of the Contractor.

E. The Contractor is responsible for furnishing and installing materials called for in Contract Documents, even though these materials may have been omitted from reviewed shop drawings.

F. Before being submitted to the Architect, all shop drawings shall be properly checked and coordinated by the Fabricator and by the Contractor and shall be stamped and signed accordingly. Drawings not complying with these requirements will be returned unchecked and stamped, “Not Reviewed”.

G. At least one copy of each approved Shop Drawing shall be kept available in the Contractor’s field office. Drawings not bearing evidence of release for construction by the Architect/Engineer shall not be kept on the job.

1.07 PRE-INSTALLATION MEETING

A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Owner’s Project Manager, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 CONCRETE

A. Portland Cement: Low alkali ASTM C-150 Type 1 at all exposed concrete. Type I and II elsewhere. All cement of each type shall be from a single source. Cement to have 20% fly-ash with loss on ignition not exceeding 6%, in compliance with ACI 226.3R and ASTM C-618 or up to 25% ACI 226.1R and ASTM C-989 covering blast-furnace slag (grades 100 or 120).

B. Only one color of cement, all the same manufacturer, shall be used for the Work.

C. Do not use Type III cement without Architect’s approval.
2.02 CONCRETE MIX

A. Concrete shall conform to ASTM C94. One copy of the Certificate of Delivery required by ASTM C 94 shall be delivered to the Architect immediately upon arrival of each load of concrete at the site.

B. All concrete shall be proportioned within the following limitations, as indicated in Table A.

<table>
<thead>
<tr>
<th>TABLE A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class of Concrete:</td>
</tr>
<tr>
<td>Min. Compressive Strength @ 7 Days: 4000 Psi</td>
</tr>
<tr>
<td>Min. Compressive Strength @ 28 Days: 3300 Psi</td>
</tr>
<tr>
<td>U.S. Gallons for 94 Lb. Bags: 4670 Psi</td>
</tr>
<tr>
<td>Absolute Ratio by Weight (W/C): 0.48</td>
</tr>
<tr>
<td>Consistency Range-Slump(Inches): 4-6</td>
</tr>
</tbody>
</table>

* For exposed to weather concrete, the maximum w/c shall be 0.45. Use high-range water reducing admixture for w/c equal to or less than 0.45. For all other concrete with a w/c greater than 0.45, use a mid-range water reducing agent. All Concrete containing the high range water reducing admixture (superplasticizer) shall have a maximum slump of 8” unless otherwise directed by the Architect. All other concrete shall have a maximum slump of 4” for footings and retaining walls, and 5” for other members.

C. The exact proportions for the mix, including amounts of admixture (if any), and water, shall be determined as hereinbefore specified under "Mix Designs", based on cement and aggregates submitted by the Subcontractor, and subject to the approval of the Architect.

D. If greater amounts of cement than those specified above are required because of Subcontractor’s operations, such as pumping concrete, no increase in the Contract amount will be permitted for this reason.

E. Air-Entrainment: The air content in all concrete exposed to weathering shall be maintained at 4 to 6 percent for ground level exterior Work. The air content for other concrete exposed to weathering shall be 3 to 5 percent. All interior slabs on grade shall not contain air entraining agent and shall have an air content not exceeding 3 percent.

F. All concrete for slabs on grade shall be placed as controlled concrete. The preparation, delivery, depositing, compaction and curing shall be monitored.

2.03 ADMIXTURES

A. No calcium chloride admixtures are permitted in the concrete.

B. Except as otherwise specified, use of concrete admixtures shall conform to ACI 212.

C. Admixtures employed shall be produced and serviced by established, reputable manufacturer and used in compliance with manufacturer’s recommendations.

D. Air entraining agent shall conform to ASTM C 260
   1. When a high range water reducing (HRWR) admixture is used, air-entraining admixture shall be a neutralized vinsol resin solution.
   2. When requested by the Architect, certification attesting to compliance with these specifications shall be furnished.

E. Water reducing agent shall conform to ASTM C 494, Type A.

F. Water reducing agent-retarder shall conform to ASTM C 494, Type D.

G. Superplasticizers: Where permitted by the Architect and where indicated in the approved concrete design mix, a high-range water-reducing (HRWR) admixture (superplasticizers) may be used subject to the following requirements:
   1. When a high range water-reducing admixture is used, the air-entraining admixture shall be a neutralized vinsol resin solution.
2. Concrete shall arrive at the job site having a slump conforming to the requirements specified in Paragraph 2.01. HRWR shall be added after the concrete has been thoroughly mixed and the desired initial slump has been achieved.

3. Water to cement ratio shall not exceed 5.0 gallons per hundredweight (0.42 weight basis).

4. Pretesting of the concrete shall be performed under the guidance of the admixture manufacturer's representative to determine dosage, addition times, and compatibility with other admixtures and mixture constituents.

5. HRWR shall be added at the job site and shall be dispensed to the truck mixer using automatic dispensing equipment which accurately measures dosage.

6. Slump after addition of HRWR to concrete shall be no greater than is necessary for proper placement and compaction.

7. Air tests shall be run on the admixed concrete as placed, and air content shall be within the specified limits.

8. Dosage of HRWR admixture shall be as indicated below. Dosage listed is the quantity of admixture recommended per sack of cement when cement content is reduced.

<table>
<thead>
<tr>
<th>Product</th>
<th>Dosage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melment</td>
<td>25 fl.oz.</td>
</tr>
<tr>
<td>WRDA-19</td>
<td>15 fl. oz.</td>
</tr>
</tbody>
</table>

2.04 AGGREGATE

A. Except as otherwise noted, aggregate shall conform to ASTM C 33 for normal weight concrete.

B. Maximum size aggregate for Sections 16 in. or greater in thickness shall be 1-1/2 in. Maximum size aggregate for Sections less than 16 in. thick shall be 3/4-in. 3/8” Aggregate may be used for concrete on steel decking.

C. Maximum size of aggregate shall in no case exceed that permitted by ACI 318.

2.05 WATER

A. Water shall conform to ASTM C 94, Section 4.1.3.

2.06 GROUT

A. Grout shall be mixed in the proportions of one part Portland cement to two parts sand, by volume. Only sufficient water shall be used to enable grout to barely hold its shape when squeezed into a ball in the hand. Sand for grout shall be ASTM C 33 Fine Aggregates.

B. Non-shrink grout shall be pre-mixed non-shrinking, high strength grout. Compressive strength in 28 days shall be 5,000 psi minimum, but in no case less than the specified strength of the adjacent concrete. Manufacturer shall provide evidence that the material meets the requirements of the COE CRD-C 621 (558). Grout permanently exposed to view shall be non-oxidizing; metallic grout may be used in other locations.

2.07 CURING AND SEALING AGENTS

A. Curing and sealing agents shall be compatible with applied floor finishes. Coordinate Work with requirements of Section 09 91 13 – Painting for application of colored floor sealer. Do not use curing / sealer on floors planned to receive flooring / finishes.

2.10 MISCELLANEOUS ITEMS

A. Welded deformed Bar Anchors: Gun-applied.

B. Headed Stud Anchors: Headed studs welded by full-fusion process.

C. Bolts: Conform to ASTM A 307, carbon steel with regular hexagon nuts conforming to ASTM A 563, and carbon steel washers conforming to ASTM F 436.
PART 3 - EXECUTION

3.01 CONCRETE MIXING

A. All concrete shall be ready-mixed concrete and shall be mixed and delivered in accordance with the requirements of "Specifications for Ready-Mixed Concrete", ASTM C94 to produce concrete with the required slump and air content.

B. The concrete producer shall furnish with each load of concrete a numbered delivery ticket showing name of Contractor, name and location of project, date and time batched, truck number, number of cubic yards in load, specified strength, slump, and mix design number.

C. In the event concrete is mixed at a central batching plant, the delivery shall be arranged so that intervals between batches are kept at a minimum, and in any event not more than thirty (30) minutes. Trucks shall be in first class condition and kept in constant rotation during delivery.

D. When concrete is delivered in a truck mixer or agitator, no water from the truck-water system or elsewhere shall be added after the initial introduction of mixing water for the batch, except when on arrival at the job site the slump of the concrete is less than that specified. Such additional water to bring the slump within required limits shall be injected into the mixer. The drum or blades shall be turned an additional 30 revolutions or more at mixing speed until the concrete is within the proper slump limits if not in violation of the requirements of Paragraph 5.

E. Discharge of concrete after initial batching shall be completed within 90 minutes, or before the drum has revolved 300 revolutions, whichever comes first, after the introduction of the mixing water to the cement and aggregates or the introduction of the cement to the aggregates. In hot weather (as defined by ACI) the discharge of the concrete shall be completed within 60 minutes.

3.02 CONCRETE PLACEMENT

A. Before placing concrete, forms and space to be occupied by concrete shall be thoroughly cleaned, and reinforcing steel and embedded metal shall be free from dirt, oil, mill scale, loose rust, paint, and other material which might tend to reduce bond. The geotechnical engineer shall review the subgrade material prior to the placement of concrete, forms, and rebar.

B. Existing concrete, earth, and other water-permeable material against which new concrete is to be placed shall be thoroughly damp when concrete is placed. There shall be no free water on surface.

C. Concrete which has set or partially set before placing shall not be employed. Re-tempering of concrete will not be permitted.

D. Segregation of the concrete shall be prevented during handling; should any segregation occur, the concrete shall be remixed before it is placed. Concrete shall be placed in the forms in horizontal layers not over 1 to 2 ft. thick. Concrete shall not be allowed to drop freely more than 4 ft. If the free drop to the point of placement must exceed 4 ft., the Contractor shall obtain the approval of the Architect for the proposed method of depositing the concrete. The concrete shall not be required to flow over distances greater than 3 ft. in any direction in the forms or on the ground, unless otherwise permitted by the Architect.

E. Concrete shall be thoroughly spaded, and tamped, and vibrated to secure a solid and homogeneous mass, thoroughly worked around reinforcement and into corners of forms.

F. Provide concrete where required for filling of miscellaneous site improvements provided under the Work of Section 05 50 00 – Metal Fabrications, including but not limited to, ornamental fencing, steel bollards, and vehicle gates.

3.03 TESTING OF CONCRETE

A. Field Inspection and Testing shall be in accordance with the testing program requirements of Chapter 17-Special Inspections of the Massachusetts State Building Code.
B. Slump Tests: The Testing Laboratory will make slump tests of concrete during placing of concrete in accordance with ASTM C143. Air content shall be tested in accordance with requirements of the Statement of Special Inspections. Slump test shall be made for each set of test cylinders or as noted on the Contract Drawings.

C. Compression Tests:
   1. The Testing Laboratory will prepare and cure compression test samples at the Owner's expense. One set of at least four cylinders will be made in accordance with ASTM C31 from each 50 cubic yards of concrete, or fraction thereof, placed each day. Additional cylinders required by the Contractor for the early removal of forms shall be made at the Contractor's expense.
   2. One cylinder from each set will be tested at 7 days for information. Two cylinders shall be tested at 28 days for acceptance in accordance with ASTM C39.
   3. The fourth cylinder from each set shall be kept until the 28 day test reports on the second and third cylinders in the same set have been received by the Architect.
   4. The strength level shall be considered satisfactory so long as the averages of all sets of three consecutive strength test results equal or exceed the specified strength f',c, and no individual strength test result falls below the specified strength f',c by more than 500 psi.
   5. In the event the average compressive strength of the two 28 day cylinders does not achieve the required level, the Architect may elect to test the fourth cylinder immediately or test it after 56 days.
   6. If the result is below the required level, the Architect may require test cores of the hardened structure to be taken by the Testing Laboratory in accordance with ASTM C42. If such test indicates that the core specimen is below the strength level required by ACI 318-95, Chapter, the concrete in question shall be removed and replaced without cost to the Owner. Any other Work damaged by the result of concrete removal shall be replaced with new materials to the satisfaction of the Architect at no additional cost to the Owner. The cost of coring will be deducted from the Contract amount. Where core cylinders have been taken by the Testing Laboratory and the concrete proves to be satisfactory, the cutout Sections shall be restored to the original condition in a manner satisfactory to the Architect at no additional cost to the Owner.

3.04 SUBMITTAL OF CONCRETE TEST REPORTS
   A. Concrete test reports submitted by the testing laboratory shall contain the following information:
      1. Name and location of project
      2. Name of Architect/Engineer
      3. Name of Contractor
      4. Name of concrete producer
      5. Delivery ticket number
      6. Date and time batched
      7. Date and item sampled, with identification number or letter for each specimen
      8. Temperature of concrete
      9. Temperature of air
      10. Slump
      11. Air content and unit weight of concrete
      12. Mix reported used
      13. Approximate number of cubic yards represented by sample
      14. Location or portion of structure represented by sample
      15. Description of initial curing of test specimens
      16. Date of test and age of specimen
      17. Compressive strength PSI
      18. Statement signed by laboratory supervisor that all applicable ASTM Standards performed by the laboratory have been followed, except as noted.

3.05 CONVEYING AND PLACING CONCRETE
   A. Notification: The Engineer shall be notified at least 72 hours in advance of the placing of any concrete.

Cast-In-Place Concrete
   03 30 00 - 7
B. Forms: Before placing concrete, forms shall be thoroughly inspected. All chips, dirt, and other foreign matter shall be removed, all temporary bracing and cleats taken out, all openings for pipes, sleeves, and other similar related penetrations shall be properly boxed, all forms properly secured in their correct position and made tight, all reinforcements, anchors, and embedded items secured in their proper places. Concrete which may be on the forms or reinforcement, and which is set and dry, shall be cleaned off, and the forms and steel washed off before proceeding. Remove water and all foreign matter from forms and excavations. Unless otherwise directed, sand or sandy soil shall be moist but not saturated just prior to placing concrete.

1. To permit satisfactory finishing, forms shall be removed from the vertical faces of the concrete without damaging the surface. Immediately after stripping forms, any fins or projections left by the forms will be chipped off, and the surfaces rubbed smooth.

2. Form tie holes and other voids and faults shall be patched. All voids, faults, honeycombs, and similar surface deficiencies shall be cleaned out, roughened, thoroughly wetted, coated with neat cement paste, and filled with mortar of cement and sand in the same proportions, materials, and color as used in the concrete. The surface of the patch shall be flush with the surrounding surface after finishing operations are complete. Surface shall be kept continuously damp until patches are firm enough to be rubbed without damage.

3. Rubbing shall be performed while the surface is wet using a carborundum or cement sand brick, to achieve a smooth, uniform, even textured finish. Patched and chipped areas shall be blended to match as closely as possible the appearance of the rest of the surface. No cement wash or plastering will be permitted, and no mortar shall be used except in accordance with requirements of the Contract Documents.

C. Vertical surfaces of concrete which will be concealed in finished structure shall be formed to produce a "rough form finish", as defined in ACI 301.

D. Vertical surfaces of concrete which will be exposed in finished structure shall be formed to produce a "smooth formed - rubbed finish", as defined in ACI 301.

3.06 CONCRETE SLAB FINISHES

A. All interior slabs surfaces shall be screeded, leveled, floated and steel troweled. Mechanical troweling machines may be used if the desired finish and level tolerances can be obtained by their use, but finishing shall be by hand troweling at edges and areas inaccessible to machine trowels.

1. Scratch Finish: Apply scratch finish to monolithic slab surfaces to receive concrete floor topping or mortar setting beds for tile, Portland cement terrazzo, and other bond applied cementitious finish flooring material, and where indicated.
   a. After placing slabs, finish surface to tolerances of F3 38 (floor flatness) and F2 25 (floor levelness) measured in accordance with requirements of ASTM E 1155. (Note: F2 25 applies to slabs-on-grades only – not suspended / elevated slabs.) Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set with stiff brushes, brooms, or rakes.

2. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as specified; slab surfaces to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or epoxy terrazzo, and where indicated.
   a. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Finish surfaces to tolerances of F3 38 (floor flatness) and F2 25 (floor levelness) measured in accordance with requirements of ASTM E 1155. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture. (Note: F2 25 applies to slabs-on-grades only – not suspended / elevated slabs.)

3. Trowel Finish: Apply a trowel finish to monolithic slab surfaces exposed to view and slab surfaces to be covered with resilient flooring, carpet, ceramic or thin-set quarry tile, paint, or another thin film-finish coating system.
a. After floating, begin first trowel-finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and finish surfaces to tolerances of Fr 50 (floor flatness) and Fl 33 (floor levelness) measured in accordance with requirements of ASTM E 1155. Grind smooth any surface defects that would telegraph through applied floor covering system. (Note: Fl 33 applies to slabs-on-grades only – not suspended / elevated slabs.)

b. Finish and measure surface so gap at any point between concrete surface and an unleveled freestanding 10-foot long straightedge, resting on two high spots and placed anywhere on the surface, does not exceed 1/8".

B. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply a trowel finish as specified, then immediately follow by slightly scarifying the surface with a fine broom.

C. Non-slip Broom Finish: Apply a non-slip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
   1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

D. Non-slip Aggregate Finish: Apply non-slip aggregate finish to concrete stair treads, platforms, ramps, sloped walks.
   1. After completing float finishing and before starting trowel finish, uniformly spread 25 lbs. of dampened non-slip aggregate per 100 sq. ft. of surface. Tamp aggregate flush with surface using a steel trowel, but do not force below surface. After broadcasting and tamping, apply trowel finishing as specified.
   2. After curing, lightly work surface with a steel wire brush or an abrasive stone, and water to expose non-slip aggregate.

E. The addition of cement, sand, water, or mortar to slab surfaces while finishing concrete is strictly prohibited.

F. All surfaces shall be finished to the tolerances noted above. Proper care shall be taken to finish troweling around the edges of the slabs so finish surface at edges shall be at same elevations as the rest of the top surface of the slab.

G. Slabs shall be laid to temporary screeds set level at the proper elevations. Screeds to be pipe or metal. Wet screeds will not be allowed. Screeds shall be set no further apart than 12'-0" on center.

H. Mark-off lines shall be formed with curbed edging tool, neat and true to line, uniform throughout. Conform to markings shown on Drawings.

I. Immediately following finishing operations, arise at edges and both sides of expansion joints shall be rounded to a 1/4 in. radius. Control joints shall be scored into slab surface with scoring tool. Adjacent edges of control joint shall at same time be finished to a 1/4 in. radius.

J. Where finishing is performed before end of curing period, concrete shall not be permitted to dry out, and shall be kept continuously moist from time of placing until end of curing period, or until curing membrane is applied.

3.07 FILLING TIE ROD AND BOLT HOLES

A. Holes resulting from the removal of bolts or tie rods shall be solidly filled with cement grout. Holes passing entirely through concrete members shall be filled from the inside face, with a plunger-type grease gun or other device that will force the mortar through to the outside face, holding a piece of canvas at the exterior surface to assure complete filling. Holes which do not pass entirely through shall be filled, using tools which will permit the opening to be packed thoroughly full. Excess mortar at the faces of filled holes shall be struck off flush, with canvas.
3.08 CURING

A. It is essential that concrete be kept continuously damp from time of placement until end of specified curing period. It is equally essential that water not be added to surface during floating and troweling operations, and not earlier 24 hours after concrete placement. Between finishing operations surface shall be protected from rapid drying by a covering of waterproofing paper. Surface shall be damp when the covering is placed over it, and shall be kept damp by means of a fog spray of water, applied as often as necessary to prevent drying, but not sooner than 24 hours after placing concrete. None of the water so applied shall be troweled or floated into surface.

B. Concrete surfaces, not otherwise specified, shall be cured by being kept wet with clean water for a period of not less than seven days after placing. Each day the forms are left in place, and kept wet enough to prevent the opening of joints in the forms and the drying out of the concrete, will be counted as one day of curing.

C. Concrete surfaces shall be cured by completely covering with curing paper or by use of a curing compound.

1. Concrete cured using curing paper shall be completely covered with paper with seams lapped at least 2 in. and sealed with tape. Concrete surface shall not be allowed to become moistened within 24 hours of placing concrete. During curing period surface shall be checked frequently, and sprayed with water or curing compound, as applicable, as often as necessary to prevent drying, but not earlier than 24 hours after placing concrete.

2. Concrete cured with a curing compound shall have curing compound applied at a rate of 200 sq. ft. per gallon. A second coat of the specified curing and sealing compound shall be applied to all exposed concrete slab.

3. Concrete surfaces to receive paint, waterproofing, damproofing, thin-set adhesives and coatings, and similar applied materials which require bond and adhesion to concrete surfaces, shall be cured using curing paper. The use of curing compounds on these surfaces will not be permitted.

4. Concrete surfaces in apparatus bay that will be shot blasted and receive epoxy coatings shall be treated in accordance with manufacturer’s recommendations.

5. Unless otherwise directed by the Architect, curing period shall be seven days, minimum.

3.10 BRACING AND SUPPORT

A. Concrete members shall be adequately and safely supported and braced until the permanent supports and braces (by whomever supplied) are installed.

3.11 REMOVING FORMS AND SUPPORTS

A. Except as otherwise specifically authorized by the Architect, forms shall not be removed until the concrete has aged for at least three days or the following number of day-degrees, whichever is greater. Form removal by methods other than day-degree method will not be permitted. The term day-degrees represents the product of the number of days elapsed since time of concrete placement and the average daily air temperature at the surface of the concrete. Form removal by methods other than day-degree method will not be permitted.

<table>
<thead>
<tr>
<th>Location</th>
<th>Day-Degrees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beams and Slabs</td>
<td>500</td>
</tr>
<tr>
<td>Walls and Vertical Surfaces</td>
<td>100</td>
</tr>
</tbody>
</table>

* The term day-degrees represents the product of the number of days elapsed since time of concrete placement and the average daily air temperature at the surface of the concrete. For example, five days at a daily average temperature of 60 degrees F. equals 300 day-degrees.

B. Shores under beams and slabs shall not be removed until the concrete has attained at least 75 percent of the specified cylinder strength and sufficient strength to support safely its own weight and the construction loads upon it.

3.12 PROTECTION OF CONCRETE SURFACES

A. Concrete and insulating concrete surfaces shall be protected from traffic or damage until surfaces have hardened sufficiently. If necessary, 1/2 in. thick plywood sheets shall be used to protect the exposed surface.
3.13 DEFECTIVE WORK
   A. The following Work will be considered defective and may be ordered by the Architect to be removed and replaced at no additional cost to the Owner:
      1. Concrete incorrectly formed
      2. Concrete not plumb or level
      3. Concrete not achieving specified strength
      4. Concrete containing rock pockets, voids, honeycomb, or cold joints
      5. Concrete containing wood or foreign matter
      6. Concrete otherwise not in accordance with requirements of the Contract Documents

3.20 REPAIR OF DEFECTIVE AREAS:
   A. Immediately after stripping forms, patch minor defects, including but not limited to form-tie holes, voids, faults, honeycombing, and similar related surface deficiencies, before concrete is thoroughly dry. Remove ledges and bulges. Repair gravel pockets by cutting out to solid surface, form key, and thoroughly dampen. Apply the specified bonding compound. Place patching mortar consisting of 1-part cement to 2 parts fine sand, after the bonding compound has dried. Compact fine sand, after the bonding compound has dried. Compact mortar into place and neatly finish to exactly match surface texture. Grind or fill surfaces to produce level, true planes. Patching of honeycombed areas to gravel pockets which, in the Architect's opinion, are too large and unsatisfactory for mortar patching as described above, is to be cut out to solid surface, keyed, and packed solid with matching concrete to produce firm bond and surface. Patching shall match adjacent surfaces.
   B. All structural repairs shall be made with an epoxy adhesive or mortar specified by the Structural Engineer of Record thru the administration of the Architect for the type of repair required.

3.21 AS-CAST FORMED FINISHES
   A. Vertical surfaces of concrete concealed in finished structure shall be formed to produce a "rough form finish", as defined in ACI 301. Vertical surfaces of concrete exposed in finished structure shall be formed to produce a "smooth formed - rubbed finish", as defined in ACI 301.
   B. Provide a smooth-formed finish as imparted by the approved form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Remove fins and other projections exceeding specified limits on formed-surface irregularities. Repair and patch tie holes and defects.
   C. Not later than one day after form removal, at areas of exposed architectural concrete as indicated on the Drawings, moisten concrete surfaces and rub with carborundum brick or another approved abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
   D. Install pre-manufactured concrete form liners in accordance with the approved manufacturer’s written requirements at locations and in patterns as indicated on the Drawings or otherwise approved on-site by the Architect.

3.22 RUBBISH REMOVAL
   A. The General Contractor shall remove all waste and debris daily and dispose in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.
SECTION 03 31 00
CONCRETE FORMWORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
A. The Work of this Section shall include all Work necessary and required to complete the Work as indicated, including but not limited to, the following:
   1. All concrete formwork necessary and required for the construction of the Project, as indicated
   2. Furnishing and installing of forms for all cast-in-place concrete Work
   3. Removal of forms at completion of concrete Work
   4. Obtain and pay for all local and/or state approvals including necessary permits.

1.03 RELATED WORK SPECIFIED ELSEWHERE
A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following Divisions:
   1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
   2. Section 02 41 13 – Selective Demolition
   3. DIVISION 03 – CONCRETE; including all Sections contained therein
   4. DIVISION 04 – MASONRY; including all Sections contained therein
   5. Section 05 50 00 – Metal Fabrications
   6. Section 06 10 00 – Rough Carpentry
   7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
   8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
   9. DIVISION 09 – FINISHES; including all Sections contained therein.
   10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
   11. Section 22 00 00 – Plumbing
   12. Section 23 00 00 - HVAC
   13. Section 26 00 00 – Electrical

1.04 QUALITY ASSURANCE
A. All concrete formwork included in this Contract shall conform to the applicable requirements of ACI 301, 318 and 347.

1.05 SUBMITTALS
A. Provide submittals in accordance with requirements of Section 01 33 00 – Submittal Procedures, and in accordance with requirements of the Contract Documents.
B. Provide large scale shop drawings and manufacturer’s product data sheets for materials and methods required to complete the Work of this Section.
1.06 PRE-INSTALLATION MEETING

A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Plywood forms when used for concrete Work shall conform to the U.S. Product Standard PS I. for "Plyform" Class I or II and shall be a minimum of 5/8 in. thick.

B. Metal forms of sufficient strength may be used in lieu of plywood forms.

C. Control joints shall be standard metal keyed dividers for cold joints, subject to approval of the Architect.

D. Form ties and spreaders shall be standard metal form clamp assembly, of type acting as spreaders and leaving no metal within 1 inch of concrete face. Inner tie rod shall be left in concrete when forms are removed. Submit samples and manufacturer's specifications to the Architect for approval before using. No wire ties or wood spreaders will be permitted.

E. Anchors and hangers used for exposed concrete shall not leave exposed metal at surface.

F. Form coating shall be non-grain raising and non-staining type that will not leave residual matter on surface of concrete or adversely affect proper bonding of subsequent application of other material applied to concrete surface (such as waterproofing or flooring adhesives). Coatings containing mineral oils or other non-drying ingredients will not be permitted. Acceptable manufacturers: Symons Corp., Superior Manufacturing Corp., Burke Concrete Accessories or an approved equal.

PART 3 - EXECUTION

3.01 CONSTRUCTION OF FORMS

A. Forms shall be constructed of sound material, shall be of the correct shape and dimensions, mortar tight, of sufficient strength, and so braced and tied together that the movement of men, equipment, materials, or placing and vibrating the concrete will not throw them out of line or position. Forms shall be strong enough to maintain their exact shape under all imposed loads. Camber where necessary to assure level finished soffits. Forms shall be so constructed that they may be easily removed without damage to the concrete. Before concrete is placed in any form, the horizontal and vertical position of the form shall be carefully verified and all inaccuracies corrected. All wedging and bracing shall be completed in advance of placing of concrete.

B. Framing, bracing, supporting members, and centering shall be of ample size and strength of safely carry, without deflection, all dead and live loads to which forms may be subjected, and shall be spaced sufficiently close to prevent any bulging or sagging of forms. Distribute bracing loads over base area on which bracing is erected. When placed on ground, protect against undermining or settlement.

C. Tolerances:
   1. Variation from plumb in lines and surfaces of walls, and arises shall not exceed 1/8 inch in 10 feet with maximum "in" and "out" variation occurring in not less than 20 feet.
   2. Variation in linear building lines from established position of columns, piers, or walls shall not exceed 1/2 inch in any bay of 20 feet or 1 inch in 40 feet or greater length.

D. Form ties shall be of sufficient strength and used in sufficient quantities to prevent spreading of the forms. Ties shall be placed at least 1 inch away from the finished surface of the concrete. The use of ties consisting of twisted wire loops will not be permitted. Inner rods shall be left in concrete when forms are stripped.
E. Provide removable cleanout Sections or access panels at the bottom of all forms to permit inspection and effective cleaning of loose dirt, debris, and waste material. All forms and surfaces to receive concrete shall be cleaned of all chips, sawdust, and other debris and shall be thoroughly blown out with compressed air just before concrete is placed.

F. Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.

G. Provide a surfaced pouring strip where construction joints intersect exposed surfaces to provide straight line at joints. Just prior to subsequent pour, remove strip and tighten forms to conceal shrinkage. Construction joints shall show no "overlapping" of concrete and shall, as closely as possible, present the same appearance as butted plywood joints. Joints in a continuous line shall be straight, true and sharp.

H. Embedded items shall conform to requirements of ACI Building Code - Section 503. Provisions shall be made for pipes, sleeves, anchors, embedments, inserts, reglets, anchor slots, nailers, waterstops, and other features. No wood other than necessary nailing blocks shall be embedded in concrete. Complete cooperation shall be extended suppliers of embedded items in their installation. Secure all information and specific components required to be embedded items from other trades allowing adequate and sufficient time for coordination and placement and embedment. All embedded items shall be securely anchored in correct location and alignment prior to placing concrete. Electrical and telephone conduits shall be run in concrete only upon the written approval of the Architect. Under no circumstances will aluminum conduit be permitted in concrete. No electrical or telephone conduit larger than 3/4 inch in diameter and no plumbing pipes of any size will be permitted in concrete walls or slabs. The following applies to conduits, pipes, and sleeves which may be embedded in concrete. Sizes refer to outside diameter.

1. Pipes shall not be coated with paint or enamel or otherwise except galvanizing, sherardizing or their approved equivalent.
2. Reinforcing shall not be cut or displaced from its indicated position to accommodate pipes; in particular pipes shall not be placed between forms and bottom slab rods, or above top slab rods.
3. In slabs pipes shall not be larger than 1/4 the slab or wall thickness and shall be placed and kept within the middle two quarters of that thickness.
4. Pipes larger than 1/6 the slab or wall thickness shall be run roughly parallel and at right angles to the reinforcing, not diagonally.
5. Pipes nearly parallel shall be spaced at least three diameters on centers.
6. Pipes shall not be embedded lengthwise in beams or columns.

I. Frame openings in concrete where indicated on architectural, structural, plumbing, mechanical, or electrical drawings. Subcontractor shall establish exact locations, sizes, and other conditions required for openings and attachment of Work specified under other Sections. Subcontractor shall be held responsible for proper coordination of all Work of this nature in order that there will be no unnecessary cutting and patching of concrete. Any cutting and repairing to concrete required as result of failure to provide for such openings shall be paid for by the Subcontractor at no additional expense to the Owner.

J. Variation from these Specifications as to size and placement of openings or embedded pipes, size and arrangement of sleeves, may be made in specific cases upon written approval by the Architect. Such approval will be given on request when the safety of the building and conformity to the Building Code allow. Request shall be made in writing accompanied by sketch or adequate description of what is desired.

K. Straight edges shall be checked with a taut line regularly and spares shall be available in case any bowing becomes evident.

L. Care shall be exercised that no weight be placed on the straight edge and that it will always be cleaned and laid flat when not in use.

M. Thoroughly clean forms and recoat with specified form coating before each reuse. Do not reuse any form for exposed Work which cannot be reconditioned to "like new" condition. Discard forms considered unsatisfactory by the Architect. Apply form coating to all forms in accordance with the manufacturer's specifications. Apply form coatings before placing reinforcing steel.
N. Prior to placing of any concrete, and after placement of reinforcing steel in the forms, Subcontractor shall notify the Architect so that proper inspection may be made. Such notification shall be made at least 72 hours in advance of placing concrete to permit proper arrangements to be made for inspection.

O. Any movement or bellying of forms during construction or variations in excess of tolerances specified will be considered just cause for rejection and removal of such forms and concrete Work so affected. Reconstruction of forms and new concrete shall be furnished at no additional cost to the Owner.

3.02 REMOVAL OF FORMS AND SHORES

A. The supporting forms shall not be removed until the members have acquired sufficient strength to support their weight and the loads superimposed thereon safely. In no case may any forms be removed until the time and sequence has been approved by the Architect. Earlier removal than specified below may be approved by the Architect, based on the weather and tests of job-cured cylinders. All formwork shall be removed without damage to the concrete.

B. The minimum time for forms to remain in place shall be as follows:
   1. Walls, columns, and beam sides: 4 days.
   2. Slabs on grade and sides of footings: 3 days.

C. Any request for earlier removal of forms and shoring shall be made to the Architect in writing, along with supporting evidence that the safety of the structure will not be impaired. Subcontractor shall prepare test cylinders in accordance with ASTM C31 and have compression tests performed in accordance with ASTM C39, at his own expense, as supporting evidence for earlier form removal, if required by the Engineer.

D. During the period that forms are in place on the concrete Work, said forms shall be kept wet at all times.

E. In removing plywood forms, no metal pinch bars shall be used and special care shall be taken in stripping. Start at top edge or vertical corner where it is possible to insert wooden wedges. Wedging shall be done gradually and shall be accompanied by light tapping on the plywood panels to crack them loose. Do not remove forms with a single jerk after it has been started at one end.

F. Forms shall be left in place as long as possible to permit shrinkage away from concrete.

G. Nothing herein shall be construed as relieving the Contractor of any responsibility for the safety of the structure.

H. After stripping, Subcontractor shall properly protect all concrete to be exposed in the finish Work from damage to prevent spalled edges, chips, etc.

3.03 RUBBISH REMOVAL

A. The General Contractor shall remove all waste and debris daily and dispose in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

END OF SECTION
SECTION 03 31 13
CONCRETE REINFORCING

PART I – GENERAL

1.01 RELATED DOCUMENTS
A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
A. The Work of this Section includes, but is not limited to, furnishing and installation of the following:
   1. All work necessary to provide all concrete reinforcement such as reinforcing steel, welded wire fabric, and concrete inserts as called for on the Drawings and as specified herein.

1.03 RELATED WORK SPECIFIED ELSEWHERE
A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following Divisions:
   1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
   2. Section 02 41 13 – Selective Demolition
   3. DIVISION 03 – CONCRETE; including all Sections contained therein
   4. DIVISION 04 – MASONRY; including all Sections contained therein
   5. Section 05 50 00 – Metal Fabrications
   6. Section 06 10 00 – Rough Carpentry
   7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
   8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
   9. DIVISION 09 – FINISHES; including all Sections contained therein.
   10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
   11. Section 22 00 00 – Plumbing
   12. Section 23 00 00 - HVAC
   13. Section 26 00 00 – Electrical

1.04 REFERENCES
A. American Concrete Institute (ACI)
   1. ACI 315: Details and Detailing of Concrete Reinforcement, Latest Edition.
B. American Society for Testing and Materials (ASTM):
C. American Welding Society (AWS):
1.05 SUBMITTALS
   A. Provide submittals in accordance with requirements of Section 01 33 00 – Submittal Procedures, and in accordance with requirements of the Contract Documents.
   B. Provide shop drawings as follows:
      1. Shop drawings for reinforced concrete structures shall be submitted after the concrete pour sequences, construction joint locations, and placement schedules have been approved by the Architect.
      2. Structural drawings shall not be duplicated for use in the production of shop drawings.
      3. At least 30 days before each scheduled concrete placement, submit shop drawings covering the reinforcing steel details, bar lists, support bars and details, locations of reinforcing bar cut-offs, splices, development lengths and placement details. Prepare shop drawings in accordance with ACI 315 and 315R from reinforcement details shown on the drawings.
      4. Mill Certificates: Accompanying the shop drawings, submit steel producer’s certification of mill analysis, tensile, and bend tests for reinforcing steel.
      5. Welder’s certification in conformance with AWS D1.4, when welding is indicated or specified. Testing of welds shall be conducted and witnessed by an independent testing laboratory prior to welding of reinforcement. Maintain qualification and certification records at the job site, readily available for examination of test results.
   C. Manufacturer’s literature including installation instructions for the following.
      1. Supports

1.06 QUALITY CONTROL
   A. Provide in accordance with the requirements of the Quality Control section and as specified.
   B. Do not fabricate reinforcement until shop and placement drawings have been approved by the Architect.
   C. Tolerances:
      1. Tolerances shall be as specified in ACI 315R.

1.07 DELIVERY, STORAGE, AND HANDLING
   A. Delivery: Deliver reinforcement to the job site bundled, tagged, and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on shop drawings.
   B. Storage: Store reinforcement at the job site in a manner to prevent damage and accumulation of dirt and excessive rust.

1.08 PRE-INSTALLATION MEETING
   A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 MATERIALS
   A. Reinforcing bars shall be newly rolled deformed bars conforming to ASTM A615 Grade 60, unless otherwise indicated on the Drawings.
      1. Where necessary, bars to be welded shall conform to ASTM A706 deformed, Grade 60. As an alternate to welding, provide mechanical splice anchors (or couplers).
2. Provide mill bent reinforcing bars, bent cold to the dimensions indicated and conforming to the requirements of ACI SP-66.

B. Welded wire fabric shall conform to ASTM A 185, with a minimum ultimate tensile strength of 70,000 psi. Provide in sizes indicated. Provide support bars and reinforcing bar supports as specified to obtain the concrete cover.

C. Bar support and accessories (bolsters or chairs) shall be galvanized or plastic coated and shall conform to ACI 315. Provide minimum size number 5 support bars.

D. Provide 3-in. by 3-in. plain precast concrete blocks and precast concrete doweled blocks for reinforcing bar supports in foundation mats, base slabs, footings, pile caps, grade beams and slabs on grade. Provide block thickness to produce concrete cover of reinforcement as indicated. Provide blocks of Type II cement with 3000 psi minimum compressive strength in conformance with the Section 03 30 00 - Cast-in-Place Concrete.

E. Wire for tying reinforcement in place shall be No. 16 AWG or heavier black soft-annealed wire.

2.02 FABRICATION

A. Fabricate reinforcement only after shop drawings have been returned by the Architect and Engineer marked with some form of approval to proceed.

B. Provide reinforcing bars that have been cut and bent before shipment. If bars must be bent on site, bend reinforcing steel cold, and do not straighten or re-bend in a manner which will damage the material. Bend in conformance with requirements of ACI SP-66 or with ASTM A767 when reinforcement is to be galvanized.

C. Splices:
   1. Provide standard reinforcement splices by lapping ends, placing bars in contact, and tightly wire tying for the full length of the splice. All lap splices shall be ACI 318, Class B, unless indicated otherwise on the Drawings.
   2. Adjacent splices shall be staggered whenever possible.

PART 3 - EXECUTION

3.01 GENERAL

A. General: Comply with Concrete Reinforcing Steel Institute’s recommended Practice for “Placing Reinforcing Bars”, for details and methods of reinforcement placement and supports, and as herein specified.

3.02 PLACEMENT

A. Comply with the specified standards for details and methods of reinforcement placement and supports, and as herein specified. Comply with concrete protective cover requirement indicated on the Drawings.

B. Clean reinforcement to remove loose rust and mill scale, earth, and other materials that would reduce or destroy bond with concrete.

C. Position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers to ensure no movement occurs during placing and finishing of concrete.

D. Place reinforcement to obtain the specified coverage for concrete protection. Arrange, space, and securely tie bars and bar supports together with wire, to hold reinforcement accurately in position during concrete placement operation. Set wire ties so that twisted ends are directed away from exposed concrete surfaces.

E. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least two full squares.

F. Provide supports of sufficient numbers and strengths to carry reinforcement. Do not place reinforcing bars more than 2 inches beyond the last leg of any continuous bar support. Do not use supports as bases for runways for conveying equipment and similar construction loads.
G. Bars may be moved as necessary to avoid interference with other reinforcing steel, conduits or embedded items. Bars moved more than three inches are subject to approval of Engineer. Place required number of bars.

H. Position dowels accurately, rigidly support, and securely tie. Align dowels normal to concrete surface before concrete placement. Setting dowels into wet concrete is prohibited.

I. Provide and place safety caps on all exposed ends of vertical reinforcement.

J. Tie a minimum of 25 percent of all intersecting bars in foundation mats, base slabs, footings, pile caps, slabs on grade and elevated slabs.

K. Do not splice reinforcement steel in foundation mats, base slabs, beams, girders, slabs and walls at points of maximum stress unless otherwise indicated.

L. Lab splice welded wire fabric reinforcement at least two full meshes. Stagger splices to avoid continuous laps in either direction and wire tightly together. Straighten rolled welded wire fabric reinforcement into flat sheets before use.

M. Provide continuous reinforcement through construction joints.

3.03 RUBBISH REMOVAL

A. The General Contractor shall remove all waste and debris daily and dispose in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

END OF SECTION
SECTION 03 54 13
CEMENTITIOUS UNDERLAYMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General and Supplementary Conditions and Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section shall include, but not be limited to, furnishing and installation of the following:
      1. Cementitious underlayment to fill floor depressions and holes
      2. Cementitious underlayment required to achieve level subfloors within the tolerances specified for the installation of new Work.
      3. Filling depressions and holes in new floors and leveling of new floors that exceed a levelness of 3/16 in. in 10 ft.

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
   B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following Sections:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein
      4. DIVISION 04 – MASONRY; including all Sections contained therein
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
     10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
     11. Section 22 00 00 – Plumbing
     12. Section 23 00 00 - HVAC
     13. Section 26 00 00 – Electrical

1.04 QUALITY ASSURANCE
   A. Installer shall be a firm which has at least five (5) years experience in Work of the type required by this Section and which is acceptable to the manufacturers of the gypsum underlayment materials.
   B. Provide gypsum underlayment materials which are the products of one manufacturer. Provide secondary materials which are acceptable to the manufacturer of the gypsum underlayment materials.

1.05 TESTS
   A. Burning Characteristics: Provide materials whose surface burning characteristics, when tested in compliance with ASTM E84 are Class A for flame spread, fuel contributed, and smoke developed.
1.06 SUBMITTALS
A. Submit manufacturer’s product data, installation instructions, use limitations and recommendations for each material used. Provide certifications stating that materials comply with requirements.
B. Submit certified reports demonstrating compliance with tests and performance required.

1.07 DELIVERY, STORAGE AND HANDLING
A. Deliver materials and products in unopened factory labeled packages. Store and handle in strict compliance with manufacturer's instructions and recommendations to protect from all possible damage.

1.08 PROJECT CONDITIONS
A. Perform Work only when existing and forecasted weather conditions are within the limits established by manufacturers of the materials and products used.
B. Proceed with Work only when substrate construction and penetrating Work is complete.
C. Comply with the approved manufacturer's requirements and recommendations for ventilation.

1.09 PRE-INSTALLATION MEETING
A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions, determine acceptable mock-ups, and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Owner’s Project Manager, Architect, and related Subcontractors.
B. Complete Work of this Section before Work which could be damaged by water, humidity, and splashing of underlayment is begun.

PART 2 - PRODUCTS

2.01 PRODUCTS
A. Provide trowel grade, fast setting, latex modified, cement-based patching compound, PRP 110 PLANI/PATCH as manufactured by MAPEI, Inc., or Architect approved equal by Ardex or Maxxon, for all subfloor patching and filling of cracks, holes, voids, and depressions. Material performance characteristics shall be as follows:
   1. Thickness Range: From feather edge to 1/2 in.
   2. Pot-Life: 8-10 minutes at 72°F
   3. Final Set: Approximately 30-40 minutes at 72°F in accordance with ASTM C 191
   4. Compressive Strength: 1,400 psi after 6 hours, 4,564 psi after 28 days in accordance with ASTM C 109

B. Provide no trowel, self-leveling, cement-based topping, K500 as manufactured by Ardex, or Architect approved equal by MAPEI, for infill of subfloors. Self-leveling concrete topping shall comply with the following characteristics:
   1. Thickness Range: 1/4 in. to 5 in. with addition of appropriate aggregate
   2. Initial Set: 30 minutes at 72°F in accordance with ASTM C 191
   3. Final Set: 90 minutes at 72°F in accordance with ASTM C 266
   4. Compressive Strength: 5,300 psi after 28 days in accordance with ASTM C109
   5. Flexural Strength: 1,000 psi at 28 days in accordance with ASTM C 109

C. Acrylic latex additive for patching compound shall be PRP 312 PANI/PATCH PLUS, as manufactured by MAPEI, Inc., or Architect approved equal by Ardex.

D. Latex emulsion for cement-based underlayment shall be LL2, as manufactured by MAPEI, Inc., or Architect approved equal by Ardex.

Cementitious Underlayment
03 54 13 - 2
E. Provide pea gravel for use with thick self leveling installations, in accordance with approved manufacturer’s written requirements.

F. Water: Clean and drinkable.

G. Primers shall be as recommended by the approved underlayment manufacturer for subfloor condition and porosity.

PART 3 - EXECUTION

3.01 INSPECTION
A. The Cementitious Underlayment Subcontractor shall examine substrates, supports, and conditions under which this Work is to be performed and notify General Contractor, in writing, of conditions detrimental to the proper completion of the Work. Do not proceed with Work until unsatisfactory conditions are corrected. Beginning Work means Installer accepts substrates and conditions.

3.02 PREPARATION
A. Strictly comply with manufacturer's instructions and recommendations, except where more restrictive requirements are specified in this Section.

B. Clean subfloors free of grease, wax, curing compounds and all other foreign materials. Subfloors shall be solid and sound; remove all soft or crumbly materials.

C. Make adhesion tests as recommended by manufacturer to ensure good bond to substrate.

D. Prime subfloors as recommended by underlayment manufacturer, using the correct primer for porous and non-porous subfloors.

3.03 INSTALLATION
A. Strictly comply with manufacturer's instructions and recommendations, except where more restrictive requirements are specified in this Section.

B. Mix product directly from sealed package with water in proportions recommended by manufacturer. Avoid overwatering.

C. Pour or pump plastic underlayment onto subfloors and spread with a wide squeegee. Place sufficient material to cover highpoints with at least 1/8 in. of underlayment; featheredge where necessary to meet adjacent construction.

D. If two or more layers of underlayment are applied, place second layer after first layer has set to walkable hardness.

3.04 TOLERANCES
A. The following allowable installed tolerances are allowable variations from locations and dimensions indicated by the Contract Document and shall not be added to allowable tolerances indicated for other Work.

1. Allowable Variation from True Level: ± 1/16 in. in 10 ft.

3.05 PROTECTION
A. Provide temporary protection to ensure Work being without dirt, dust, damage or deterioration at time of finish floor application.
3.06 RUBBISH REMOVAL

A. The General Contractor shall remove all waste and debris daily and dispose in accordance with requirements of Section 01 74 19 – Construction Waste Management and Disposal.

END OF SECTION
SECTION 04 01 20.91

CONCRETE MASONRY UNIT (CMU) WALL RESTORATION

(Filed Sub-Bid Required)

PART 1 - GENERAL

1.01 FILED SUB-BID REQUIREMENTS
A. The Work of this Section shall be included as part of the Filed Sub-Bid for Section 04 20 00 – Unit Masonry, stipulated as aFiled Sub-Bid under Paragraph D, Item 2 of the Form for General Bid.
B. The Trade Contractor for this Section shall examine all drawings and specification sections for requirements that may affect the Work of this Section. The Work of this Section is shown primarily on the following listed Drawings: EX1.01; D1.01; A1.01 through A2.02 inclusive; P1-D through P3 inclusive; M.1, ED.1 through E2.1 inclusive, FA.1.

1.02 RELATED DOCUMENTS
C. All the Contract Documents, including Drawings, General Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.03 DESCRIPTION OF WORK
A. The Work of this Section shall include, but not be limited to, furnishing and installation of the following:
1. Repair CMU wall
2. Repoint joints

1.04 RELATED WORK SPECIFIED ELSEWHERE
A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
2. Section 02 41 13 – Selective Demolition
3. DIVISION 03 – CONCRETE; including all Sections contained therein
4. DIVISION 04 – MASONRY; including all Sections contained therein
5. Section 05 50 00 – Metal Fabrications
6. Section 06 10 00 – Rough Carpentry
7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
9. DIVISION 09 – FINISHES; including all Sections contained therein.
10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
11. Section 22 00 00 – Plumbing
12. Section 23 00 00 - HVAC
13. Section 26 00 00 – Electrical

1.05 DEFINITIONS
A. Low-Pressure Spray: 100 to 400 psi.

1.06 ACTION SUBMITTALS
A. Product Data: For each type of product indicated.
B. Samples: For each exposed Product and for each color and texture specified.

1.07 INFORMATIONAL SUBMITTALS
A. Preconstruction Test Reports.

1.08 QUALITY ASSURANCE
A. Restoration Specialist Qualifications: Engage an experienced CMU wall restoration and cleaning firm to perform work of this Section. Firm shall have completed work in a similar material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience installing standard unit masonry is not sufficient experience for masonry restoration work.
   1. A Contractor’s option, work may be divided between two specialist firms: one for cleaning work and one for repair work.
   2. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that clay masonry restoration and cleaning work is in progress.
   3. Restoration Worker Qualifications: Persons who are experienced in restoration work of types they will be performing.

1.09 PRE-INSTALLATION MEETING
A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

1.10 FILED SUB-BID REQUIREMENTS
A. The Work of this Section shall be included as part of the Filed Sub-Bid for Section 04 20 00 – Unit Masonry, stipulated as a Filed Sub-Bid under Paragraph D, Item 2 of the Form for General Bid.
B. The Trade Contractor for this Section shall examine all drawings and specification sections for requirements that may affect the Work of this Section. The Work of this Section is shown primarily on the following listed Drawings:
   EX1.01; D1.01; A1.01 through A2.02 inclusive; P1-D through P3 inclusive; M.1, ED.1 through E2.1 inclusive, FA.1.

PART 2 - PRODUCTS

2.01 MASONRY MATERIALS
A. Provide CMU where required to complete masonry restoration work.
   1. Provide CMU with physical properties, colors, color variations within units, surface texture, size and shape to match existing masonry.

2.02 MORTAR MATERIALS
A. Portland Cement: ASTM C150, Type I or Type II, white or gray or both where required for color matching of exposed mortar.
   1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114
B. Hydrated Lime: ASTM C 207, Type S.
C. Mortar Sand: ASTM C144 unless otherwise indicated.
   1. Color: Provide natural sane or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
   2. For pointing mortar, provide sand with rounded edges.
3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.

D. Mortar Pigments: Natural and synthetic iron oxides compounded for mortar mixes. Use only pigments with record of satisfactory performance in masonry mortars.

E. Water: Potable.

2.03 MANUFACTURED REPAIR MATERIALS

A. Masonry Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching masonry.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Cathedral Stone Products, Inc; Jahn M100 Terra Cotta and CMU Repair Mortar
   b. Conproco Corporation: Mimic
   c. Edison Coatings, Inc: Custom System 45

2. Use formulation that is vapor – and water permeable (equal to or more than the masonry unit), exhibits low shrinkage, has lower modulus of elasticity than the masonry units being repaired, and develops high bond strength to all types of masonry.

3. Formulate patching compound used for patching CMU in colors and textures to match each masonry unit being patched.

2.04 ACCESSORY MATERIALS

A. Setting Buttons: Resilient plastic buttons, non-staining to masonry, sized to suit joint thicknesses and bed depths of masonry units without intruding into required depths of pointing materials.

2.05 MORTAR MIXES

A. Measurement and Mixing Measure cementitious materials and sane in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sane together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not re-temper or use partially hardened material.

B. Colored Mortar: Product mortar of color required by using specified ingredients. Do not alter specified proportions without Architects approval.

1. Mortar pigments: Where mortar pigments are indicated, do not exceed a pigment-to-cement ratio of 1:10 by weight.

C. Do not use admixtures in mortar unless otherwise indicated.

D. Mortar Proportions: Mix mortar in the following proportions.

1. Pointing and rebuilding (Setting) Mortar: Comply with ASTM C270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to Portland cement and lime.

2.06 CUTTING AND CORING

A. The installation of new Work that requires coring of floors, walls, and/or roof penetrations measuring 4-1/2 in. or less shall be performed by the Subcontractor of a Filed Sub-Bid sections. The General Contractor shall cut and core floors, walls, and/or roof penetrations for sizes not indicated by the Filed Sub-Bid sections. [ADD1]
PART 3 - EXECUTION

3.01 PROTECTION
A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.

3.02 CMU REMOVAL AND REPLACEMENT
A. At locations indicated, remove CMU that are damaged, spalled, or deteriorated or are to be reused for rebuilding. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
B. Support and protect remaining CMU wall that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
C. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
D. Remove in an undamaged condition as many whole CMU as possible.
   1. Remove mortar, loose particles, and soil from CMU by cleaning with hand chisels, brushes and water.
   2. Remove sealants by cutting close to CMU with utility knife and cleaning solvents.
E. Clean CMU wall surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
F. Replace removed damaged CMU units with other removed units in good quality, where possible, or with new CMU matching existing masonry, including size. Do not use broken units unless they can be cut to usable size.
G. Install replacement CMU into bonding and coursing pattern of existing masonry wall. If cutting is required, use a mortar-driven saw designed to cut masonry with clean, sharp, unchipped edges.
   1. Maintain joint width for replacement units to match existing joints.
   2. Use Setting Buttons or shims to set units accurately spaced with uniform joints.
H. Lay replacement CMU with completely filled bed, head, and collar joints, Butter ends with sufficient mortar to full head joints and shove into place. Wet both replacement and surrounding masonry that have ASTM C67 initial rates of absorption (suction) of more than 30 g/30 sq. in per min. Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
   1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing masonry work.
   2. Rake out mortar used for laying CMU before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing masonry, and at same time as repointing of surrounding area.
   3. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.

3.03 CMU WALL PATCHING
A. Patching CMU Wall:
   1. Remove loose materials from masonry surface. Carefully remove additional material so patch will not have feathered edges but will have square or slightly undercut edges on area to be patched and will be at least ⅛ inch thick, but not less than recommended by patching compound manufacturer.
   2. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of CMU.
   3. Mix patching compound in individual batches to match each unit being patched.
   4. Rinse surface to be patched and leave damp, but without standing water.
   5. Brush-coat surfaces with slurry coat of patching compound according to manufacturer’s written instructions.
Concrete Masonry Unit (CMU) Wall Restoration

6. Place patching compound in layers as recommended by patching compound manufacturer, but not less than ¼ inch or more than 2 inches thick. Roughen surfaces of each layer to provide a key for next layer.

7. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the masonry unit. Shape and finish surface before or after curing, as determined by testing, to best match existing masonry unit.

8. Keep each layer damp for 72 hours or until patching compound has set.

3.04 PRELIMINARY CLEANING

A. Removing Plant Growth: Completely remove visible plant, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing to dry as long as possible before removal. Remove loose soil and debris from open masonry joints whatever depth they occur.

B. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to cleaning methods being used. Extraneous substances including paint, caulking, asphalt, and tar.

1. Carefully remove heavy accumulations of material from surface of masonry with a sharp chisel. Do not scratch or chip masonry surface.

2. Remove paint and caulking with alkaline paint remover.
   a. Comply with requirements in "Paint Removal" article
   b. Repeat application up to two times if needed

3. Remove asphalt and tar with solvent-type paint remover.
   a. Comply with requirements in "Paint Removal" article
   b. Apply paint remover only to asphalt and tar by brush without pre-wetting
   c. Allow paint remover to remain on surface for 10 to 30 minutes
   d. Repeat application if needed

3.05 REPOINTING MASONRY WALL

A. Rake out and repoint joints to the following extent:

1. All joints in areas indicated.

2. Joints where mortar is missing or where they contain holes.

3. Cracked joints where cracks can be penetrated at least 1/4 inch by a knife blade 0.027 inch thick.

4. Cracked joints where cracks are 1/8 inch or more in width and of any depth

5. Joints where they sound hollow when tapped by metal object

6. Joints where they are worn back ¼ inch or more from surface

7. Joints where they are deteriorated to the point that mortar can be easily removed by hand, without tools.

8. Joints where they have been filled with substances other than mortar

9. Joints indicated as sealant-filled joints

B. Do not rake out and repoint joints where not required.

C. Rake out joints as follows:

1. Remove mortar from joints to depth of 2-1/2 times joint width but not less than ½ inch or not less than that required to expose sound, un-weathered mortar.

2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.

3. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by Architect.
   a. Cut out mortar by hand with chisel and resilient mallet. Do not use power-operated grinders.
   b. Cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar by hand with chisel and resilient mallet.
D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted meal, and other deteriorated items.

E. Pointing with Mortar:
   1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
   2. Apply Pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in later not greater than 3/8 inch until a uniform depth is formed. Fully compact each later thoroughly and allow it to become thumbprint hard before applying next layer.
   3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
   4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mock-up. Remove excess mortar from edge of joint by brushing.
   5. Cure mortar by maintaining mortar in thoroughly damp condition for at least 72 consecutive hours including weekends and holidays.
      a. Acceptable curing methods include covering with wet burlap and plastic sheathing, periodic hand misting, and periodic mist spraying using systems of pipes, mist, heads and timers.
   6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

F. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

3.06 CLEANING

A. The General Contractor shall remove all waste and debris and dispose daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

END OF SECTION
SECTION 04 20 00

UNIT MASONRY
(Filed Sub-Bid Required)

PART 1 - GENERAL

1.01 FILED SUB-BID REQUIREMENTS
A. The Work of this Section is stipulated as a filed Sub-Bid under Paragraph D, Item 2 of the Form for General Bid.
B. All Sub-bids shall be submitted on the Form For Sub-Bid, included as Section 00 03 25 of these Specifications, in accordance with requirements of Section 44F of Chapter 149 of the General Laws, as amended.
C. The attention of Bidders is directed to Section 00 01 00 - Instructions to Bidders. Sub-Bids shall be filed with the Awarding Authority in accordance with requirements stipulated therein.
D. The Trade Contractor for this Section shall examine all drawings and specification sections for requirements that may affect the Work of this Section. The Work of this Section is shown primarily on the following listed Drawings:
   EX1.01; D1.01; A1.01 through A2.02 inclusive; P1-D through P3 inclusive; M.1, ED.1 through E2.1 inclusive, FA.1.
E. The Work of the Filed Sub-Bid for Section 04 20 00 shall include the Work of the following Specification Section in its entirety:
   1. Section 04 01 20.91 – Concrete Masonry Unit (CMU) Wall Restoration.

1.02 RELATED DOCUMENTS
A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01- General Requirements, apply to the Work of this Section.

1.03 DESCRIPTION OF WORK
A. The Work of this Section shall include, but not be limited to, furnishing and installation of the following:
   1. Concrete Masonry Units (CMU)
   2. Horizontal reinforcing, ties, anchors, cavity and mortar drop prevention, control joint materials, weep baffle and accessories
   3. Final cleaning of interior masonry work
B. Items to be Installed Only: Install the following items as furnished by the designated Sections:
   1. Section 05 50 00 – Metal Fabrications: Loose steel angle lintels for all openings in masonry walls, and anchors, blocking, plates, anchor bolts, and ties to be built into masonry
   2. Section 22 00 00 – Plumbing, Section 23 00 00 – HVAC, Section 26 00 00 – Electrical: Access panels, sleeves for piping and conduit to be built into the Work of this Section.
C. NOTE: Build-in all anchors, blocking, plates, anchor bolts, ties and all other items required to be built into masonry as furnished by other trade Sections. The Mason shall cooperate with all other trades and notify them sufficiently in advance of the time when the material furnished by them is to be built into the masonry so that progress of the Work shall not be impeded. Take every precaution to minimize cutting and patching.

1.04 RELATED WORK SPECIFIED ELSEWHERE
A. Carefully examine all of the Contract Documents for requirements which affect the Work of this Section.
NEW BEDFORD HIGH SCHOOL
SWIMMING POOL LOCKER ROOM RENOVATIONS
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740
Mount Vernon Group Architects, Inc., Project No. 02014.69

1.05 SUBMITTALS

A. Samples:
   1. Submit two full size concrete masonry units, glazed concrete masonry units and high density prefaced concrete masonry units of each type and color required.
   2. Submit two ties and anchors of each type.
   3. Submit 6 in. long samples of mortar in aluminum channels.

B. Submit certified reports for tests required.

C. Provide large scale, detailed shop drawings for fabrication of all masonry lintels, bond beams and reinforced masonry components, showing sizes, profiles, reinforcing and all other critical elements. Indicate special face brick shapes showing size and profiles for each unit required.
   1. Provide coordination drawings showing location of anchors and ties which must be built into other Work such as cast stone lintel elements.

D. Submit certification of compliance for each fire-resistant type of CMU used. Certification shall identify aggregate and equivalent thickness of CMU if not a U.L. Design Number.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver and store unit masonry to project site stacked on pallets and in undamaged condition and handle materials in strict compliance with manufacturer’s instructions and recommendations, as necessary to protect from all possible damage.

B. Store pallets off ground to prevent contamination from mud, dirt or other materials that could cause staining.

1.07 PROJECT CONDITIONS

A. Load Application:
   1. Do not apply uniform floor loading or roof loading for at least twelve hours after building masonry columns or walls.
   2. Do not apply concentrated loads for at least three days after building masonry columns or walls.

B. Perform Work only when ambient temperature and surface temperature of existing unit masonry and new materials are between 40 deg. F and 80 deg. F. Work only when temperature is forecasted to be 40 deg. F or above for at least one week after completion of Work unless temporary enclosures and heat are provided.
C. Prevent mortar from staining face of masonry and other building components that are to be left exposed. Clean exposed masonry immediately using soft brushes and water only. Protect base of walls from splashed mud and other stains. Protect sills, ledges and projections from mortar droppings.

1.08 PRE-INSTALLATION MEETING

A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 CONCRETE MASONRY UNITS

A. Provide hollow load bearing concrete masonry units conforming to ASTM C90. Provide concrete masonry having the following characteristics:

1. Provide units with nominal 8 in. high x 16 in. long face dimensions (7-5/8 in. x 15-5/8 in. actual), unless indicated otherwise. Provide thicknesses indicated, or if not indicated, as necessary to create a properly supported, structurally safe walls built within the height to width limitations required by codes and recommended by the National Concrete Masonry Association.

2. Provide special shaped units for lintels, bond beams, corners, jambs, headers, control joints and other conditions. Never expose cores. Provide bullnose units full wall height at all vertical and horizontal corners, and door jambs, where CMU is exposed.

3. Provide normal weight units, except provide units with weight as standard with manufacturer for all units in fire-rated assemblies.

2.02 REINFORCING, TIES AND ANCHORS

A. Horizontal joint reinforcing and masonry to masonry ties shall be truss type, welded wire units fabricated from 9 gauge ASTM A 82 cold-drawn galvanized steel wire with deformed side wires and smooth cross wires spaced 16 in. O.C. Provide prefabricated corners and tees.

B. Furnish weld-on ties for masonry anchors for installation under the Work of Section 05 12 00 – Structural Steel Framing, as follows, or as otherwise required to provide anchorage in accordance with requirements of the Contract Documents.

1. Masonry perpendicular to column flange: 12 gauge, 1-1/4 in. wide, No. 353 as manufactured by Hohmann & Bernard, or Architect approved equal by Dur-O-Wall or Heckmann Building Products, Inc.

2. Masonry parallel to column flange: 12 gauge, 1-1/2 in. wide, No. 354 as manufactured by Hohmann & Bernard, or Architect approved equal by Dur-O-Wall or Heckmann Building Products, Inc.

3. Masonry perpendicular to column web: 1/4 in. diameter by 8 in. long, No. 359, and 3/16 in. diameter by 12 in. long, No. 301W, both as manufactured by Hohmann & Bernard, or Architect approved equal by Dur-O-Wall or Heckmann Building Products, Inc.

C. Provide joint stabilization anchors to connect masonry to other materials and to allow in-plane movement while resisting out-of-plane movement and to maintain alignment of expansion joints and control joints while allowing movement within the plane of the wall. Provide joint stabilization anchors with two, 8-gauge steel wires enclosed in a 1/32 in. sheet metal sleeve separated at the center by a plastic sleeve, D/A 2200 as manufactured by Dur-O-Wall or Architect approved equal by Hohmann & Barnard, Inc., or Heckmann Building Products, Inc. Provide mill galvanized units for interior partitions and stainless-steel units for exterior wall applications.

D. Provide miscellaneous hot-dip galvanized steel straps, bars, rods and similar items, fabricated from not less than 16-gauge sheet steel or 3/16 in. diameter steel wire, to provide a complete installation in accordance with requirements of the Contract Documents.
2.03 MORTAR AND GROUT MIXES

A. Provide pre-packaged mortar cement consisting of a controlled blend of Portland cement and Type S hydrated lime, Blue Circle Eaglebond or Architect approved equal, and complying with requirements of ASTM C150, Type II, and shall be free from water soluble salts and alkalies. Provide mortar complying with ASTM C270 property specifications. When mixing use known volume measures; do not batch by shovel. Mortar aggregate shall be well graded, complying with ASTM C 144.
   1. Provide type N mortar for masonry above grade and interior and exterior Work, except as indicated otherwise and below.
   2. Provide type S mortar for reinforced and load bearing masonry, and elsewhere as indicated.

B. Mortar pigment shall be natural and synthetic oxides of iron and chrome, compounded for use in mortar. Use only pigments with proven record of satisfactory performance, as manufactured by Davis Colors and Solomon Colors, or Architect approved equal. Mortar colors shall be as selected by the Architect from the approved manufacturer’s complete selection of standard and premium colors.
   1. Provide a minimum of three cement colors as necessary to provide mortar color as selected by the Architect from the approved manufacturer’s complete selection of standard colors.

C. Provide grout complying with requirements of ASTM C 476 and with consistency appropriate to conditions so that grout shall completely fill all spaces intended to receive grout. Grout aggregate shall comply with requirements of ASTM C 404

D. Do not use admixtures or antifreeze agents. Do not use masonry cement. Do not use calcium chloride or any compounds or mortar ingredients containing chlorides.

E. Lime shall be hydrated, Type S, complying with ASTM C 207.

F. Mortar to be used in the architectural CMU, used the same integral water repellent that is used by the manufacturer of the CMU.

G. Water shall be clean and potable.

PART 3 - EXECUTION

3.01 INSTALLATION - GENERAL

A. Strictly comply with industry standards and recommendations of Brick Institute of America, National Concrete Masonry Association, and Pre-stress Concrete Institute, American Concrete Institute, except where more restrictive requirements are specified in this Section. The Masonry Subcontractor shall examine substrates and conditions under which this Work is to be performed and notify the General Contractor, in writing, of conditions detrimental to the proper completion of the Work. Beginning Work means Installer accepts substrates and conditions.

B. Tool joints with weather joints as Work proceeds. Compress mortar to form a dense, smooth weathertight surface. Rake out mortar where sealants are shown to be installed.

C. Lay masonry plumb and level with full bed and head joints, fully buttered and shoved into place. Do not slush joints. Keep cavity walls completely clear and free from projections and obstructions. Strike joints facing cavity flush.

D. Remove, clean and reset with fresh mortar all masonry units that are disturbed after laying.

E. Cut masonry units with power saw designed for cutting masonry with sharp, unchipped edges. Cut masonry to form special shapes as indicated. Where special shapes cannot be cut or formed without exposing coring or frogging, provide custom made special shaped units.

F. Install Work with random color variations with no groups of lighter or darker units. Take masonry units from stacks randomly to avoid noticeable color variations.
G. Layout walls in advance for accurate spacing, uniform joint widths, and accurate bond pattern. Avoid the use of less-than-half size units.

H. Where Work is interrupted, do not tooth masonry. Cut back one-half unit in each higher course.

I. Do not wet concrete masonry units before installation. Wet clay masonry before installation.

J. Leave openings for other materials and equipment as necessary. Complete masonry Work after installation of other Work. Build-in other Work as masonry Work progresses to the greatest extent possible.

K. Grout units wherever shown and at all masonry lintels, bond beams, jambs and bearing points. At bearing points, fully grout concrete masonry for three full courses immediately below bearing point. Fully grout metal frames built into masonry Work.

L. For non-loadbearing Work allow for deflection between top of walls and structure above. Maintain lateral stability in a manner acceptable to Architect and authorities having jurisdiction. Provide compressible fillers and joint sealers to maintain acoustical performance and fire ratings of wall assembly. Top of walls to be anchored to structure as shown on the drawings.

3.02 REINFORCING, TIE, AND ANCHOR INSTALLATION

A. Space wall ties to comply with codes and manufacturer's recommendations. Provide at least one tie for every 1.77 sf. of wall area, unless more frequent spacing is indicated or required by codes. Do not space more than 16 in. O.C. vertically and horizontally. Maximum misalignment of bed joints from one wythe to the other shall be 1-1/4 in. Provide ties within 12 in. of wall openings and within 24 in. of wall perimeters and corners. Anchor ties securely to concrete masonry, precast or studs. All fasteners exposed to cavity shall be coated with mastic compatible with the required air barrier system.

B. Provide continuous joint reinforcing spaced not more than 16 in. O.C. vertically, except space reinforcing at 8 in. O.C. immediately above and below openings and extend this reinforcing at least 2 ft. beyond each jamb. Overlap joints in reinforcing at least 6 in. Do not bridge expansion and control joints, if any. Provide preformed corners and tees.

3.10 LINTEL INSTALLATION

A. Install loose metal lintels where shown and elsewhere as needed.

B. Provide masonry lintels where indicated and wherever openings are shown without another type of lintel. Provide precast concrete, preformed or built-in-place lintels which are adequate for loading conditions encountered. Provide at least 8 in. of bearing at each end. Obtain Architect's approval of masonry lintels used.

3.03 REPAIRING, CLEANING, AND PROTECTION

A. Remove and replace Work that is loose, chipped, broken or otherwise damaged. Eliminate all evidence of repair. Enlarge voids and holes in mortar joints and point with mortar to exactly match sound adjacent mortar.

B. Clean exposed concrete masonry units by dry brushing at the end of each day's Work. Comply with recommendations of NCMA TEK Bulletin No. 28. Remove and replace Work that cannot be successfully cleaned. Demonstrate cleaning technique on sample panel and obtain Architect's approval before beginning cleaning Work. Do not use muriatic acid or other chemical cleaners without the written permission of the Architect.

C. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from brick and/or stone restoration work.
   1. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of restoration and cleaning work.

D. Prevent mortar from staining face of surrounding masonry and other surfaces.
   1. Cover sills, ledges, and projections to protect from mortar droppings.
   2. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering.
   3. Immediately remove mortar in contact with exposed masonry and other surfaces.
3.04 FINAL CLEANING

A. At or near to Substantial Completion of the Work of this Section, final cleaning shall be performed. Ground Face concrete masonry shall be cleaned using Light Duty Concrete Cleaner by Sure Klean. Follow Manufacturer's cleaning instructions. Brick specific product selection shall be dependent on final selection of brick and in strict accordance with manufacturer's instructions. Materials shall not be applied when temperatures are below 45°F. Temperatures shall not fall below 32°F in 24-hour period after cleaning.

B. A test area of wall surface from ten to twenty square feet in size shall be cleaned with the recommended masonry cleaning material for inspection and approval by the Architect. Samples of adjacent non-masonry material shall be tested for possible reaction with the diluted cleaning materials. Such samples shall be available for inspection by the Architect. Protection to be provided as necessary and required by the Architect to all non-masonry surfaces during the cleaning process.

C. Follow manufacturer's recommended procedures for preparation, precautions, application and handling of masonry cleaning products. Do not use muriatic acid or other chemicals without written permission of the Architect.

3.05 RUBBISH REMOVAL

A. The General Contractor shall remove all waste and debris and dispose daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.
SECTION 05 50 00

METAL FABRICATIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. All the Contract Documents, including Drawings, General Conditions, and all Sections of Division 01- General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK

A. The Work of this Section includes, but is not limited to, furnishing and installation of the following:
   1. Steel handrails and guardrails
   2. Loose steel lintels
   3. Clip angles attached to CMU walls
   4. Bearing plates, leveling plates, and rough hardware required to complete the Work of this Section

B. Items to Be Furnished Only: Furnish the following items for installation by the designated Sections:
   1. Section 03 30 00 – Cast-in-Place Concrete: Anchor rods, inserts and pipe sleeves required to attach handrails and guardrails to concrete
   2. Section 04 20 00 – Unit Masonry: Loose steel lintels for masonry openings

1.03 RELATED WORK SPECIFIED ELSEWHERE

A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.

B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
   1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
   2. Section 02 41 13 – Selective Demolition
   3. DIVISION 03 – CONCRETE; including all Sections contained therein
   4. DIVISION 04 – MASONRY; including all Sections contained therein
   5. Section 05 50 00 – Metal Fabrications
   6. Section 06 10 00 – Rough Carpentry
   7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
   8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
   9. DIVISION 09 – FINISHES; including all Sections contained therein.
   10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
   11. Section 22 00 00 – Plumbing
   12. Section 23 00 00 - HVAC
   13. Section 26 00 00 – Electrical

1.04 QUALITY ASSURANCE

A. Reference Standards:
   2. ASTM A569: Specification for Steel, Carbon (0.15 maximum percent), Hot-rolled Sheet and Strip, Commercial Quality.

B. Provide the services of a Professional Engineer, registered in the State of Massachusetts to design and certify that the Work of this Section meets or exceeds the performance requirements specified in this Section. Engineer shall be experienced in providing engineering services of the kind indicated that have resulted in the successful installation of metal fabrications similar in material, design, and extent to that indicated for this project.

1. "Items requiring an Engineer's certification include, but are not limited to, the following:
   a. Handrails and guardrails

C. Shop fabricate Work to the greatest extent possible. Clearly label pieces in shop to facilitate field assembly.


E. Certifications:
   1. Submit certification that the shop painting has been done in accordance with specifications.
   2. Submit certificate of compliance from galvanizer.

1.05 SUBMITTALS

A. Submit manufacturer's product data, installation instructions, use limitations, and recommendations for each material used. Provide certifications stating that materials comply with requirements.

B. Submit large scale shop drawings for fabrication, installation and erection of all parts of the Work. Provide plans, elevations, and details of anchorages, connections and accessory items.

C. Take accurate field measurements before preparation of shop drawings and fabrication. Allow for field cutting and fitting where taking field measurements before fabrication is not possible. Do not field cut or fit items which have been hot-dip galvanized after fabrication.

D. Submit professionally prepared calculations and certification of the performance of this Work. Show how design load requirements and other performance criteria have been satisfied. Calculations shall be stamped and signed by a professional Engineer registered in the Commonwealth of Massachusetts.

1.06 DELIVERY, STORAGE AND HANDLING

A. All materials shall be carefully handled and stacked to prevent deformation or damage. All miscellaneous steel members shall be carefully stored on substantial timbers and blocking, so arranged that the steel shall be free from the earth and properly drained, preventing any spattering or accumulation of water in or about the steel. Care shall be taken to prevent damage to the shop coat of paint and prevent the accumulation of mud dirt or other foreign matter on the steel. Such accumulation shall be completely removed prior to erection.

1.07 PROJECT CONDITIONS

A. Do not permit overloading or use of the Work of this Section until all Work is completely and fully installed and ready to assume its intended design loads.

1.08 SOURCE QUALITY CONTROL

A. The registered engineer as referenced in Paragraph 1.06 E. above shall make periodic visits to the site to inspect and test as necessary the stair, handrail, and other metal Work assemblies. After completion of the Work and based on these inspections, an affidavit stamped with the seal of the engineer is to be issued. The affidavit shall state that the Work has been installed in accordance with his/her design.
1.09 PRE-INSTALLATION MEETING
   A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions, determine acceptable mock-ups, and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 MATERIALS AND PRODUCTS
   A. Steel Shapes: Steel shapes shall conform to the requirements of Standard Specifications for Structural Steel, ASTM A 36. All necessary holes and sinkages shall be provided for attaching hardware or other items, and all anchorage for attachment to adjacent construction shall be included.
   B. Steel Tubing: ASTM A500 or A501, hot or cold rolled.
   C. Steel Sheet: ASTM A366, A570 or A611, of grade required for design loading.
   D. Steel Pipe: ASTM A53, black schedule 40 or 80 for 3 in. diameter pipe and under and schedule 80 for all pipe over 3 in. diameter. Provide type and grade necessary to comply with specified design loading.
   E. Iron Castings: ASTM A47 or A48, grade and class are manufacturer's option.
   F. Grout: Pre-mixed, non-staining, non-corrosive, non-shrink, non-metallic cement based grout requiring only the addition of water. Grout shall exhibit shrinkage compensation characteristics in both the plastic and hardened states, and conform with ASTM C1107, "Grade C", CRD-C621-91, Standard Specification for Packaged Dry Hydraulic Grout - Non-Shrink. One of the following grouts, or Engineer approved substitute, may be used:
      1. "Five Star Grout 100 by Five Star Products Inc."
      2. "SikaGrout 212 as manufactured by Sika Corporation."
      3. "Masterflow 928 by Master Builders, Inc.
   G. Bolts and Fasteners: ASTM A307 and other types as appropriate and approved by Architect.
   H. Concrete: Comply with requirements of Section 03 30 00 – Cast-in-Place Concrete.
   I. Shop Paint: Shop paint shall be Modified Alkyd primer equal to Tnemec No. 10-99G Green Metal Primer, DuPont 681 FD Primer or Hempel Primer 1205.
   J. Field Painting: Surface preparation and field painting shall be as specified in Section 09 91 13 - Painting
   K. Aluminum: Provide alloy and temper recommended by aluminum producer or finisher for the type of use and finish indicated:
   L. Expansion Fastening Systems: Expansion bolts shall be HILTI KwikTITE bolts, or Architect approved equal by Powers Fastening, Inc. or ITW Ramset/Redhead. Install bolts in accordance with the approved manufacturer’s written requirements. Provide minimum 1/2 in. diameter bolts with 3-1/4 in. embedment unless otherwise indicated.
   M. Adhesive Anchor Rod System: Adhesive anchor rod system shall be Hilti HY150, or Architect approved equal by W.R. Meadows or Five Star, utilizing ASTM F 593 AISI 304 threaded stainless steel rods or Engineer approved substitute. Preparation, drilling and installation shall be in accordance with the approved manufacturer’s written requirements. Install rods as recommended by manufacturer. Unless otherwise indicated, provide adhesive anchor rod system for fastening support steel to fully grouted concrete masonry, and concrete or precast concrete walls/panels and floors.
2.02 FABRICATION

A. General Fabrication: Fabricate Work to be straight and true, plumb, level and square and to sizes, shapes, and profiles indicated on approved shop drawings. Ease exposed edges. Cut, reinforce, drill and tap metalwork as necessary for proper assembly and use.

1. Fabricate all miscellaneous metal supports, brackets, braces and the like required to fully complete the Work of this project.
2. Coordinate miscellaneous metal requirements with other specification Sections to ensure proper interface of various parts of the Work.
3. Obtain loading requirements from suppliers of Work to be supported and design and fabricate support systems with factor of safety of at least 6.

B. Work Exposed to View: Take special care in choosing materials that are smooth and free of blemishes such as pits, roller marks, trade names, scale and roughness. Fabricate Work with uniform, hairline tight joints. Form welded joints and seams continuously and grind flush and smooth to be invisible after painting. For exposed fasteners, use hex head bolts or Phillips head machine screws.

2.03 HANDRAIL, GUARDRAILS, AND SUPPORT COMPONENTS

A. Fabricate all interior metal handrails and connections to design, dimensions and details indicated on the Drawings. Interior handrails shall be brushed stainless steel 304. Provide members in materials, sizes and profiles indicated, with support elements of size and spacings shown, but not less than required to withstand the following structural loads without exceeding the allowable design Working stress of the material involved, including anchors and connections. Apply each load to produce the maximum stress in each respective component of each metal fabrication.

1. Top rail of guardrail systems shall withstand the following loads applied as indicated:
   a. Concentrated load of 300 lbs applied at any point non-concurrently, vertically downward, or horizontally.
   b. Uniform load of 100 lbs per lineal foot, applied vertically, non-concurrently with 100 lbs. per lineal foot horizontal uniform load.
   c. Concentrated and uniform loads above need not be assumed to act concurrently.
   d. Design and fabricate all elements of handrails, guardrails, and support components to provide a maximum deflection of L/240.

2. Handrails not serving as top rails shall withstand the following loads applied as indicated:
   a. Concentrated load of 200 lbs. applied at any point non-concurrently, vertically downward, or horizontally.
   b. Uniform load of 50 lbs. per lineal foot, applied non-concurrently, vertically downward or horizontally.
   c. Concentrated and uniform loads above need not be assumed to act concurrently.

3. Infill area of guardrail systems shall withstand a horizontal concentrated load of 200 lbs. applied to one square foot at any point in the system including panels, intermediate rails, balusters, or other elements composing the infill area. Load need not be assumed to act concurrently with uniform horizontal loads on the top rails of the railing systems in determining stress on the guard.

4. Fabricate Work to be straight, plumb, level and square.

5. Provide brackets, flanges, fittings and anchors for the interconnection of handrail and railing components to other Work. Provide concealed fasteners for the interconnection of handrail and railing components, and for all other connections, except where exposed fasteners are unavoidable.

6. Perform welding to comply with AWS for recommended practices, using method appropriate for metal and finish indicated. Grind exposed welds flush and smooth to blend with adjoining finish metal surfaces.

7. Form bends by use of prefabricated elbow fittings and radius bends, as applicable.

8. Form simple and compound curves by bending members in jigs designed to produce uniform curvature with uniform profile of member throughout entire bend without buckling, twisting or deforming in any way.
9. Steel support elements required for railing systems shall be fabricated using standard or custom bolts, anchors, hangers, dowels and other miscellaneous metal items as needed to satisfy specified loading requirements. Provide malleable iron wall brackets railing brackets, Model 378, as manufactured by Julius Blum, or Architect approved equal.

A. Rate of Burning (ASTM D 635). Material must attain CC1 Rating for a nominal thickness of 0.060 in. and greater.
B. Self-Ignition Temperature (ASTM D 1929). Material must have a Self-ignition temperature greater than 650°F.
C. Density of Smoke (ASTM D 2843). Material must have a smoke density less than 75%.
D. Flame spread and Smoke developed testing (ASTM E 84). Material must be able to meet a level of Class A (Flame spread less than 25 and smoke less than 450) at thickness of 1 in.
E. Room Corner Burn Test (NFPA 286). Material must meet Class A criteria at 1/4 in. thickness as described by the 2003 International Building Code.
F. Extent of Burning (UL 94). Must submit UL card.
I. UPITT Test for Combustion Product Toxicity: Product must be recorded as "not more toxic than wood".
J. Dynamic environmental testing (ASTM standards D 5116 and D 6670). Panels must not have detectable VOC off-gassing agents and must be have Greenguard™ Indoor Air Quality certified.
K. Panels must be produced from a minimum of 40% post-industrial recycle content. This recycle content must be certified by a recognized 3rd party certification group, such as Scientific Certification Systems (SCS).

2.04 LINTELS

A. Fabricate lintels for openings and recesses in walls and partitions where shown and elsewhere as needed. Provide at least 8 in. bearing at each end, unless otherwise detailed. Weld together individual members of composite lintels made up of more than one member. Lintel type and sizes shall be as follows:

<table>
<thead>
<tr>
<th>Masonry Opening</th>
<th>Lintel Type</th>
<th>Angle</th>
<th>Plate</th>
<th>Weld</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 3 ft.</td>
<td>Standard</td>
<td>3-1/2 x 3-1/2 x 5/16 in.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 4 ft. - 6 in.</td>
<td>Standard</td>
<td>L 4 x 3-1/2 x 5/16 in. (4 in. leg vertical)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 5 ft. - 4 in.</td>
<td>Standard</td>
<td>L 4 x 3-1/2 x 5/16 in. (4 in. leg vertical)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 6 ft.</td>
<td>Standard</td>
<td>L 5 x 3-1/2 x 5/16 in. (5 in. leg vertical)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 8 ft.</td>
<td>Standard</td>
<td>L 6 x 3-1/2 x 5/16 in. (6 in. leg vertical)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 10 ft.</td>
<td>Standard</td>
<td>L 6x4x5/16 in. (6 in. leg vertical)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 4 ft. - 6 in.</td>
<td>Composite</td>
<td>L 4x3x1/4 in. (4 in. leg vertical)</td>
<td>5/16 in.</td>
<td>1/4 in. Fillet</td>
</tr>
<tr>
<td>Up to 5 ft. - 4 in.</td>
<td>Composite</td>
<td>L 5x3x1/4 in. (5 in. leg vertical)</td>
<td>5/16 in.</td>
<td>1/4 in. Fillet</td>
</tr>
<tr>
<td>Up to 6 ft.</td>
<td>Composite</td>
<td>L 5x3x1/4 in. (5 in. leg vertical)</td>
<td>5/16 in.</td>
<td>1/4 in. Fillet</td>
</tr>
<tr>
<td>Up to 8 ft.</td>
<td>Composite</td>
<td>L 6x3x1/4 in. (6 in. leg vertical)</td>
<td>5/16 in.</td>
<td>1/4 in. Fillet</td>
</tr>
<tr>
<td>Up to 10 ft.</td>
<td>Composite</td>
<td>C 7x9.8 (7 in. vertical)</td>
<td>5/16 in.</td>
<td>1/4 in. Fillet</td>
</tr>
<tr>
<td>Up to 12 ft.</td>
<td>Composite</td>
<td>C 7x9.8 (7 in. vertical)</td>
<td>5/16 in.</td>
<td>1/4 in. Fillet</td>
</tr>
<tr>
<td>Up to 14 ft.</td>
<td>Composite</td>
<td>C 7x9.8 (7 in. vertical)</td>
<td>5/16 in.</td>
<td>1/4 in. Fillet</td>
</tr>
</tbody>
</table>
2.05 BEARING AND LEVELING PLATES
   A. Design and fabricate plates for steel and wood members bearing on masonry or concrete that are not indicated or required on structural drawings. Provide flat, uniform bearing areas of size and thickness required for loading conditions encountered. Use standard AISC and AITC design criteria. Drill plates as necessary to receive anchor bolts and for grouting access.

2.06 CLIP ANGLES ATTACHED TO CMU WALLS
   A. All clip angles attached to CMU walls shall be furnished and installed under the Work of this Section, with sizes as indicated on the structural drawings. If required angles are not indicated on structural drawings provide 12 gauge, 4 in. x 6 in. x 8 in. long steel angles at top of masonry partitions, 4 feet on center staggered, to resist lateral movement. The Metal Fabrication Subcontractor shall provide details of the various conditions needed to meet project requirements.

2.07 ROUGH HARDWARE
   A. Provide standard and custom fabricated bolts, anchors, hangers, dowels and other miscellaneous metal items as needed to properly complete the Work of the project.

PART 3 - EXECUTION

3.01 INSTALLATION/ERECTION
   A. Provide suitable anchors and fasteners to connect the Work of this Section to other construction. Provide setting templates and diagrams and coordinate with other Work so that adequate anchor bolts, blocking and bracing is in place and accurately located. Beginning Work means Installer accepts substrates and conditions.
   B. Set Work accurately and plumb, level and aligned. Make field assembly and connections with the same level of quality as shop fabricated Work.
   C. Adjust handrails and guardrails prior to final anchoring and grouting. Plumb posts in both directions. Provide 1-1/2 in. clearance from inside of handrails to face of walls. Provide wall brackets at spacing shown, or if not shown, at not more than 6 ft. on center. Securely anchor wall brackets into structure or very secure blocking. Connections shall withstand loading specified for handrails and guardrails.

3.02 TOLERANCES
   A. The following allowable installed tolerances are allowable variations from locations and dimensions indicated by the Contract Document and shall not be added to allowable tolerances indicated for other Work.
      1. Allowable Variation from True Plumb: ± 1/8 in. in 20 ft.
      2. Allowable Variation from True Level: ± 1/8 in. in 20 ft.
      3. Allowable Variation from True Line: ± 1/8 in. in 20 ft.

3.03 REPAIRING, CLEANING, AND PROTECTION
   A. Repair minor damage to all Work of this Section, including coatings and finishes, to eliminate all evidence of repair. Remove and replace Work which cannot be satisfactorily repaired, as determined by the Architect.

3.04 RUBBISH REMOVAL
   A. The General Contractor shall remove all waste and debris and dispose daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

END OF SECTION
SECTION 06 10 00
ROUGH CARPENTRY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section includes, but is not limited to, provision and installation of the following:
      1. Concealed wood blocking and nailers within walls and ceilings for attachment of equipment.
      2. Plywood, wood nailers, furring, grounds and blocking for all interior Work.
      3. Pressure treated wood framing members and plywood for all wood in contact with concrete or masonry
      4. Fire retardant treated wood framing members and plywood required by codes and ordinances.
      5. Electrical equipment backing panels.
      6. Solid wood bench top and apron
      7. Wood preservative treatment for lumber and plywood cut in field
      8. Nails, screws, bolts and fasteners for securing items of rough carpentry installed under the Work of this Section

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all the Contract Documents for requirements which effect the Work of this Section.
   B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein
      4. DIVISION 04 – MASONRY; including all Sections contained therein
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
     10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
     11. Section 22 00 00 – Plumbing
     12. Section 23 00 00 - HVAC
     13. Section 26 00 00 – Electrical

1.04 PURPOSE
   A. The Work of this Section shall be to provide concealed blocking, grounds, nailers, and backing panels, for the Work of this Project. Portions of Work related to this Section include, but are not limited to, toilet accessories, handrails and railings, and telephone and electrical equipment.
1.05 QUALITY ASSURANCE

A. Lumber Grading Rules and Wood Species to be in conformance with Voluntary Product Standard PS-20; grading rules of the following associations apply to materials furnished under this Section.
   1. Northeast Lumber Manufacturer's Association, Inc.
   2. Western Wood Products Association.

B. Plywood Grading Rules:

C. Grade Marks: Identify all lumber and plywood by the official grade mark.
   1. Lumber: Grade stamp to contain symbol of grading agency, mill number or name, grade of lumber, species grouping or combination designation, rules under which graded, where applicable and condition of seasoning at time of surfacing.
      a. Type, grade, class and Identification Index.
      b. Inspection and testing agency mark.
   3. Hardwood Plywood: Appropriate grade trademark of the American Plywood Association or other qualified testing and grading agency.

D. Requirements of Regulatory Agencies:

1.06 SUBMITTALS

A. Submit manufacturer's product data, installation instructions, use limitations and recommendations for each material used. Provide certifications demonstrating materials comply with requirements of the Contract Documents.

B. Certifications:
   1. Pressure Treated Wood: Submit certification by treating plant stating chemicals and process used, net amount of salts retained, and conformance with applicable standards.
   2. Pressure Treated Wood: Submit certification for water-borne preservative that moisture content was reduced to 19% maximum, after treatment.
   3. Fire Retardant Treatment: Submit certification by the treating plant that the fire-retardant treatment materials comply with governing ordinances and that the treatment shall not bleed through finished surfaces.
   4. Fire Treated Wood: Submit certification from the supplier of the fire retardant treated lumber or plywood attesting that the wood is Dricon wood or satisfies the following:
      a. All pieces of lumber have been kiln dried to a maximum moisture content of 19% or less after treatment. All plywood shall be dried to a moisture content of 15% after treatment.
      b. The fire retardant chemicals used to treat the lumber were free of halogens, sulfates, ammonium phosphate and formaldehyde.
      c. The fire retardant treated wood does not require brush treatment of end cuts made in the field.
      d. The fire retardant treated wood has an equilibrium moisture content of not more than 25 % when tested in accordance with ASTM D3201 procedures at 95% relative humidity and 80°F.
1.07 DELIVERY STORAGE AND HANDLING
A. Deliver, store and handle in strict compliance with manufacturer’s instructions and recommendations. Protect from moisture and damage. Stack materials to promote air circulation. Protect sheet materials from corner breakage and other damage.

1.08 PRE-INSTALLATION MEETING
A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions, and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 LUMBER
A. Provide kiln dried southern yellow pine or hem-fir construction grade boards, stud grade or no. 2 boards, and structural light framing, complying with applicable requirements of PS 20 “American Softwood Lumber Standards”, and having 19 percent maximum moisture content.
B. Provide above ground lumber and plywood in contact with masonry, concrete and dampproofing that is pressure treated to a level of 0.25 pounds per cubic foot of wood product, with waterborne CCA preservatives in accordance with requirements of AWPA Standard U1 and T1. Pressure treated lumber shall be dried to a maximum moisture content of 15 percent after treatment.
C. Provide UL labeled fire retardant treated wood in telephone and electrical closets, window framing, and elsewhere as indicated. Provide fire retardant treatment suitable for interior exposures and complying with AWPA C20. Kiln dry lumber after treatment.

2.02 PLYWOOD
A. Backing panels, interior wall sheathing panels, and continuous or partial partition blocking, shall be APA trademarked, UL labeled, fire-retardant treated, BD, Group 2, Exposure 1 plywood panels not less than 3/4 in. thick at locations of electrical and telephone panels, or 1/2 in. thick for wall sheathing. Panels shall comply with requirements of PS 1. Plywood shall be fire retardant treated to yield a flame spread rating of not more than 25 when tested according to ASTM E84. Kiln dry after treatment to maximum moisture content of 15%.

2.03 SOLID WOOD BENCH TOP AND APRON
A. Bench top and apron shall be built with Premium Grade materials in accordance with requirements of AWI Section 1700. Shop finishing shall conform to AWI 1500 Series, Premium Grade, for closed grained woods and to match Architects approved samples.
B. Bullnose edge shall be 1 1/2 in. solid white maple (WD1) with 3/4 in. solid white maple (WD1) trims and aprons. See Drawings for profile and configurations.

2.04 FASTENERS AND MISCELLANEOUS MATERIALS
A. Provide size, type, and material appropriate for intended use, as follows:
   1. Self-Tapping Screws, surface hardened with a fluoropolymer paint finish equal to Buildex or Stalgard. Threads shall be self-locking to prevent backing out under wind load, vibration or other stress. A 5/8 in. penetration of the screw through the metal deck is required.
   2. Bolts:
      a. Bolts, and nuts shall conform to Fed. Spec. FF-B-571a and FF-B-575, as applicable.
b. Expansion shields shall conform to Fed. Spec. FF-S-325. Shields shall be accurately recessed and, unless otherwise indicated, shall be not less than 2-1/2 in. into concrete or masonry. Devices of Groups IV, V, VI and VII shall not be used in sizes greater than 3/8 in. unless otherwise indicated.

c. Lag screws or lag bolts shall conform to Fed. Spec. FF-B-561b.

d. Toggle bolts shall conform to Fed. Spec. FF-B-588b.


B. Provide fasteners with G-90 hot dip galvanized coating, or fluoropolymer coating, at areas of high humidity, including roof blocking and sheathing. Fasteners for use with non-CCA pressure treated lumber, including ACQ Types B and D, CBA-A, and CA-B, shall be stainless steel.

C. Preservative treatment for field cut surfaces of pressure treated blocking and sheathing shall contain 2% copper naphthenate complying with AWPA Standard M4. Material shall be Green No. 10, as manufactured by Cuprinol, or Architect approved equal by WM Barr or Behr.

2.05 FINISHES

A. Paint all surfaces, exposed and concealed, of plywood backing panels at electrical and telephone panels, and mechanical rooms with fire retardant paint in accordance with requirements of Section 09 91 13 - Painting, and the approved manufacturer’s written instructions.

PART 3 - EXECUTION

3.01 INSPECTION

A. The Installer/Erector shall examine substrates, supports, and conditions under which this Work is to be performed and notify General Contractor, in writing, of conditions detrimental to the proper completion of the Work. Do not proceed with Work until unsatisfactory conditions are corrected. Beginning Work means Installer accepts substrates and conditions.

3.02 INSTALLATION / ERECTION

A. Strictly comply with National Forest Products Association, Manual for House Framing and building codes, except where more restrictive requirements are specified in this Section or indicated on the drawings.

B. Choose wood members carefully to eliminate split, warped and twisted members. Set Work to required levels and lines with members plumb and true to line with joints neatly and tightly cut and butted. Securely anchor Work in strict compliance with referenced standards and building code nailing schedule. Countersink bolts and other fasteners flush with face of wood to provide a proper substrate for later Work.

C. Blocking shall be provided as necessary for the applications of sheathing, wallboard and other materials or building items, and to provide fire stopping. Blocking shall be cut to fit between framing members and rigidly attached thereto.

D. Saturate cut ends of treated wood with same chemicals used for original treatment.

E. Install nailers and blocking at metal studs as indicated. All wood shall be pressure treated or fire treated as indicated on drawings. Apply two brush coats of same preservative used in original treatment to all sawed or cut surfaces of preservative treated lumber.

1. Bolt nailers to deck, not over 24 inches on center. Counter sink bolt heads.

2. Screw nailers to studs, not over 12 inches on center.
3.03 INSTALLATION OF CONSTRUCTION PANELS
   A. Reference Standards: Comply with instructions and recommendations of APA, Design and Construction Guide - Residential and Commercial for types of panels, nail size and fastening spacing used and applications indicated.
   B. Fasten panels as indicated below:
      1. Backerboards: Screw to framing or expansion bolt to CMU.
      2. Wall Sheathing: Screw to framing or expansion bolt to CMU.

3.04 RUBBISH REMOVAL
   A. The General Contractor shall remove all waste and debris and legally disposed daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

END OF SECTION
NEW BEDFORD HIGH SCHOOL
SWIMMING POOL LOCKER ROOM RENOVATIONS
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740
Mount Vernon Group Architects, Inc., Project No. 02014.69

June 5, 2019

SECTION 07 84 13

PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
A. All the Contract Documents, including Drawings, General Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
A. The Work of this Section shall include, but not be limited to, furnishing and installation of the following:
   1. Through-penetration firestop systems at wall penetrations, top of walls, and all other locations
   2. Mineral wool insulation at roof penetrations and as damming material
   3. Clips, closures, and support accessories for a complete installation

1.03 RELATED WORK SPECIFIED ELSEWHERE
A. Carefully examine all of the Contract Documents for requirements which effect the Work of this Section.
B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
   1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
   2. Section 02 41 13 – Selective Demolition
   3. DIVISION 03 – CONCRETE; including all Sections contained therein
   4. DIVISION 04 – MASONRY; including all Sections contained therein
   5. Section 05 50 00 – Metal Fabrications
   6. Section 06 10 00 – Rough Carpentry
   7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
   8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
   9. DIVISION 09 – FINISHES; including all Sections contained therein.
   10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
   11. Section 22 00 00 – Plumbing
   12. Section 23 00 00 - HVAC
   13. Section 26 00 00 – Electrical

1.04 PERFORMANCE REQUIREMENTS
A. Provide firestop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated.
   1. Fire-resistance-rated walls including fire walls, fire partitions, fire barriers, and smoke barriers.
   2. Fire-resistance-rated horizontal assemblies including floors, floor/ceiling assemblies, and ceiling membranes of roof/ceiling assemblies.
B. For through-penetration firestop systems exposed to view, traffic, moisture, and physical damage, provide products that, after curing, do not deteriorate when exposed to these conditions both during and after construction.
C. For through-penetration firestop systems exposed to view, provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined in accordance with requirements of ASTM E84.
1.05 SUBMITTALS

A. Submit documentation, including illustrations, from a qualified testing and inspecting agency that is applicable to each through-penetration firestop system configuration for construction and penetrating items.

B. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular thru-penetration firestop condition, submit illustration, with modifications marked, approved by through-penetration firestop system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.

C. Provide schedule indicating locations of each through-penetration firestop system, along with the following information:
   1. Types of penetrating items
   2. Types of constructions penetrated, including fire-resistance ratings and, where applicable, thicknesses of construction penetrated.
   3. Through-penetration firestop systems for each location identified by firestop design designation of qualified testing and inspecting agency.

D. Provide manufacturer qualification Data for Installer

E. Provide manufacturer product certificates for through-penetration firestop system products

F. Provide product test reports from a qualified testing agency indicating through-penetration firestop system complies with requirements, based on comprehensive testing of current products.

1.06 QUALITY ASSURANCE

A. Installer Qualifications shall require a firm has been approved in accordance with FM 4991, "Approval of Firestop Contractors", with a minimum five years experiences in installing through-penetration firestop systems similar in material, design, and extent to that indicated on the Drawings, whose work has resulted in construction with a record of successful performance. Qualifications shall include having the necessary experience, staff, and manufacturer certified training to install the approved manufacturer's products in accordance with the specified requirements. The approved manufacturer's willingness to sell its through-penetration firestop system products to the Firestopping Subcontractor or to an installer engaged by the firestopping does not in and of itself confer qualification as a Firestopping Subcontractor.

B. All through-penetration firestop systems, for each kind of penetration and construction condition indicated, shall be obtained through one source from a single manufacturer.

C. Provide through-penetration firestop systems that comply with the following Fire-Test-Response Characteristics:
   1. Acceptable firestopping tests shall be as performed by UL or other agency performing testing and follow-up inspection services for firestop systems and acceptable to authorities having jurisdiction.
   2. Acceptable through-penetration firestop systems shall be identical to those tested per testing standard referenced in Paragraph 1.04 above. Provide rated systems complying with the following requirements:
      a. Through-penetration firestop system products shall bear the required classification marking of the qualified testing and inspecting agency.
      b. Through-penetration firestop systems shall correspond to those indicated by reference to through-penetration firestop system designations listed by the UL in its "Fire Resistance Directory."

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver through-penetration firestop system products to the Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer, date of manufacture, lot number, shelf life if applicable, qualified testing and inspecting agency's classification marking applicable to Project, curing time, and mixing instructions for multi-component materials.

B. Store and handle materials for through-penetration firestop systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.
1.08 PROJECT CONDITIONS
   A. Do not install through-penetration firestop systems when ambient or substrate temperatures are outside limits permitted by through-penetration firestop system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
   B. Ventilate through-penetration firestop systems per manufacturer's written instructions by natural means or, where this is inadequate, forced-air circulation.

1.09 COORDINATION
   A. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.
   B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate through-penetration firestop systems.
   C. Notify the Owner's inspecting agency at least seven days in advance of through-penetration firestop system installations; confirm dates and times on days preceding each series of installations.
   D. Do not cover up through-penetration firestop system installations that shall become concealed behind other construction until each installation has been examined by the Architect, Owner's inspecting agency and local authorities having jurisdiction.

1.10 PRE-INSTALLATION MEETING
   A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions, determine acceptable mock-ups, and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Owner's Project Manager, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 MANUFACTURERS
   A. Subject to compliance with requirements, provide one of the through-penetration firestop systems indicated for each application that are produced by one of the following manufacturers:
      1. Grace Construction Products
      2. AD Fire Protection Systems
      3. USG

2.02 FIRESTOPPING, GENERAL
   A. Provide through-penetration firestop systems that are compatible with one another; with the substrates forming openings; and with any items penetrating through-penetration firestop systems, under conditions of service and application, as demonstrated by the approved through-penetration firestop system manufacturer based on testing and field experience.
   B. Provide accessory components for each through-penetration firestop system required by the approved manufacturer to install fill materials and in accordance with Paragraph 1.04 above. Use only components specified by the approved through-penetration firestop system manufacturer and approved by a qualified testing and inspecting agency for firestop systems indicated. Accessories shall include, but not be limited to, the following items:
      1. Permanent forming/damming/backing materials, including the following:
         a. Slag/rock-wool-fiber insulation
         b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state
2.03 FILL MATERIALS

A. Provide factory-assembled, cast-in-place, firestop devices for use in cast-in-place concrete floors and consisting of an outer metallic sleeve lined with an intumescent strip, a radial extended flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.

B. Provide single-component, latex sealants with formulations that after cure do not re-emulsify during exposure to moisture.

C. Provide factory-assembled, firestop collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of items penetrating the rated assembly.

D. Provide rigid, intumescent, composite sheet panels consisting of aluminum-foil-faced elastomeric sheet bonded to galvanized steel sheet.

E. Provide non-hardening, dielectric, water-resistant, intumescent putties containing no solvents, inorganic fibers, or silicone compounds.

F. Provide single-component, intumescent, elastomeric, wrap strips with aluminum foil on one side.

G. Provide pre-packaged, dry mix mortar consisting of a blend of inorganic binders, hydraulic cement, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a non-shrinking, homogeneous mortar.

H. Provide reusable, heat-expanding, pillows and/or bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire-retardant additives.

I. Provide multi-component, silicone-based, liquid elastomer foams that, when mixed, expand and cure in place to produce a flexible, non-shrinking foam.

J. Provide single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below:
   1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces, and non-sag formulation for openings in vertical and other surfaces requiring a nonslumping, gunnable sealant, unless indicated firestop system limits use to non-sag grade for both opening conditions.
   2. Grade for Horizontal Surfaces: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces.

2.04 MINERAL WOOL INSULATION

A. Provide mineral wool insulation, non-combustible, moisture resistant, foil faced, Thermafiber Safing as manufactured by Owens Corning, or Architect approved equal by Fibrex or Roxul Safe.

B. Mineral wool insulation shall be UL tested, listed, and labeled for designs similar to applications indicated in the Contract Documents. Applications shall include, but not be limited to, the following:
   1. Top of rated and non-rated masonry and gypsum board partitions to close top of wall to floor or roof deck above.
   2. Wall and floor penetrations
   3. Roof penetrations at mechanical rooftop units and pipe chase housing box
   4. Other locations as may be required to comply with current Building and Life Safety code requirements.

C. Standards, Codes Compliance:
   1. ASTM C665: Non-corrosive, Type I, III
2. ASTM C612: Type IA, IB, II, III, IVA
3. ASTM E136: Non-combustible as defined per NFPA Standard 220
4. ASTM E96: Foil Faced, 0.02 perms as tested
5. ASTM C1104: Absorbs less than 1% by volume
6. ASTM E814: Safety insulation used in conjunction with an approved fill, void, or cavity material sealant or other approved material in through – penetration firestop systems complies.

D. Mineral wool insulation shall comply with the following performance requirements:
   1. Actual Density: 6.0 pcf
   2. K-Value: 0.23 at 75 degrees F as tested to ASTM C518
   3. Thickness: 7 in.
   4. R-Value: 4.3 per one inch of thickness.
   5. Flame Spread: 25 as tested to ASTM E84

2.05 MIXING
   A. For those products requiring mixing before application, comply with through-penetration firestop system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.01 EXAMINATION
   A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of work.
      1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION
   A. Clean out openings immediately before installing through-penetration firestop system in accordance with the approved firestop system manufacturer's written instructions and with the following requirements:
      1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of through-penetration firestop systems.
      2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with through-penetration firestop systems. Remove loose particles remaining from cleaning operation.
      3. Remove laitance and form-release agents from concrete.
   B. Prime substrates in accordance with the approved through-penetration firestop system manufacturer written requirements. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
   C. Mask adjacent surfaces to prevent through-penetration firestop systems from contacting adjoining surfaces that shall remain exposed on completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestop system materials. Remove tape as soon as possible without disturbing firestop system’s seal with substrates.

3.03 THROUGH-PENETRATION FIRESTOP SYSTEM INSTALLATION
   A. Install through-penetration firestop systems in accordance with the approved firestop system manufacturer's written installation instructions and the Contract Documents, for products and applications indicated.
B. Install forming/damming/backing materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
   1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.

C. Install fill materials for firestop systems by proven techniques to produce the following results:
   1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items to achieve fire-resistance ratings indicated.
   2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
   3. For fill materials that shall remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.04 IDENTIFICATION

A. Identify through-penetration firestop systems with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of edge of the firestop systems so that labels shall be visible to anyone seeking to remove penetrating items or firestop systems. Use mechanical fasteners for metal labels. For plastic labels, use self-adhering type with adhesives capable of permanently bonding labels to surfaces on which labels are placed and, in combination with label material, shall result in partial destruction of label if removal is attempted. Include the following information on labels:
   1. The words "Warning - Through-Penetration Firestop System - Do Not Disturb. Notify Building Management of Any Damage"
   2. Firestopping Subcontractor's name, address, and phone number
   3. Through-penetration firestop system designation of applicable testing and inspecting agency
   4. Date of installation
   5. Through-penetration firestop system manufacturer's name
   6. Installer's name

3.05 FIELD QUALITY CONTROL

A. Inspecting Agency: Firestopping Subcontractor shall engage a qualified, independent inspecting agency to inspect through-penetration firestops. Independent inspecting agency shall comply with ASTM E 2174 requirements including those related to qualifications, conducting inspections, and preparing test reports.

B. Where deficiencies are found, repair or replace through-penetration firestop systems so they comply with requirements.

C. Proceed with enclosing through-penetration firestop systems with other construction only after inspection reports are issued and firestop installations comply with requirements.

3.06 CLEANING AND PROTECTING

A. Clean off excess fill materials adjacent to openings as Work progresses by methods and with cleaning materials that are approved in writing by through-penetration firestop system manufacturers and that do not damage materials in which openings occur.

B. Provide final protection and maintain conditions during and after installation that ensure that through-penetration firestop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated through-penetration firestop systems immediately and install new materials to produce systems complying with specified requirements.
3.07 RUBBISH REMOVAL

A. The General Contractor shall remove all waste and debris and dispose daily in accordance with requirements of Section 01 74 19 – Construction Waste Management and Disposal.

END OF SECTION
SECTION 07 92 00

JOINT SEALANTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section includes, but is not limited to, furnishing and installation of the following:
      1. Joint fillers and sealers, including preparation, filling, sealing, and curing of joints at all interior locations, as described in Part 3 – Execution of this Section
      2. Concealed sealants
      3. Interior silicone sealant
      4. Protection of completed Work

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all the Contracts Documents for requirements which affect the Work of this Section.
   B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein
      4. DIVISION 04 – MASONRY; including all Sections contained therein
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
     10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
     11. Section 22 00 00 – Plumbing
     12. Section 23 00 00 - HVAC
     13. Section 26 00 00 – Electrical

1.04 QUALITY ASSURANCE
   A. The Work of this Section shall be performed by manufacturer approved applicators having a minimum of five (5) years application experience with the required materials.
   B. For each type of material required for the Work of this Section, provide primary materials which are the products of one manufacturer. Provide secondary materials which are acceptable to the manufacturers of the primary materials.
   C. Make all arrangements and payments necessary to have the approved manufacturer’s authorized representative on-site at beginning of waterproofing to advise installer and to ensure compliance with manufacturer’s requirements.
   D. Provide materials suitable for the intended use and compatible with the materials with which they shall be in contact. Compatibility of sealants and accessories shall be verified in writing by the approved manufacturer.
E. Provide products and materials tested and certified for low emissions of volatile organic compounds (VOC), in accordance with requirements of the Contract Documents. Testing and certification shall comply with requirements of the following:
   1. All paints and architectural coatings totaling 90% or more of the total volumes of such products applied in the project's interior shall meet the VOC content requirements in the applicable category of South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings (amended July 2007 or current version).
   2. All adhesives and sealants shall meet the VOC content requirements in the applicable category of South Coast Air Quality Management District (SCAQMD) Rule 1168, Adhesive and Sealant Applications (amended January 2005, or current version).

1.05 SUBMITTALS
A. Submit manufacturer's product data, installation instructions, use limitations and recommendations for each material and system required by the Work this Section.
   1. Prior to ordering waterproofing materials, the Waterproofing Subcontractor for this Section shall submit the items listed below to the Architect for approval:
      a. 3 copies of manufacturer's specifications for proposed products and installation instructions.
      b. Written approval of manufacturers use of the products in the proposed system.
      c. Specimen copy of membrane manufacturer's warranty.
      d. Dimensioned shop drawings indicating areas of Work, membrane layout and profile details of flashing methods for penetrations and terminations. It shall be the manufacturer's responsibility to verify compatibility with surrounding materials, especially at interface with other types of waterproofing.

B. Provide samples as follows:
   1. Submit representative samples of each control joint, sealant and expansion joint specified herein, showing the full range of color and finish variations expected. Provide actual samples having minimum length of 6 inches.
   2. Provide samples of each waterproofing material to be used in the systems described herein, including primers, mastics, tapes, liquid waterproofing, termination bars and fasteners, protection and drainage composite boards.

C. Provide certifications as follows:
   1. Provide manufacturer's certification of sealant and joint material performance, including compatibility with adjacent materials to which material shall be applied. Provide certified test reports on aged performances, hardness, stain resistance, adhesion, cohesion and tensile strength, low temperature flexibility, elongation, modules of elasticity, water absorption, and the resistance to weight loss and deterioration due to heat, ozone and ultraviolet exposure.

1.06 TESTS
A. Submit samples of every material to be used in the Work including, but not limited to, glass, gaskets, glazing materials, framing members, and all other components such as precast concrete, brick, concrete block and other adjoining materials, and accessories, to glazing sealant manufacturer to verify sealant compatibility and to determine, by testing in accordance with requirements of ASTM C794, if primers and what type of primers are required to ensure adhesion to substrates.
   1. Submit at least 6 pieces of each type, class, kind, condition, and form of glass including monolithic, laminated, coated and insulated glass for adhesion testing. Provide 6 pieces of each type of brick, precast concrete, concrete block, and other adjoining materials for adhesion and staining testing.
   2. Schedule sufficient time for testing, analysis and reporting of results, understanding that long lead times are required by the sealant manufacturer.
   3. Obtain manufacturer's written report and recommendations regarding proper sealant choice and use. Use sealants and substrates only in combinations for which favorable adhesion and compatibility results have been obtained.
   4. Make all arrangements and pay all expenses related to these tests.
B. Periodically test sealants in place for adhesion using methods recommended by sealant manufacturer. Promptly replace all sealant which does not adhere or which fails to cure properly.

C. If manufacturers cannot or shall not perform these tests, employ at the expense of the Waterproofing Subcontractor for this Section an independent testing agency acceptable to the Architect to perform tests and certifications indicated.

1.07 MOCK-UPS

A. Provide Mock-ups before beginning Work of this Section at location acceptable to Architect and obtain Architect's acceptance of visual qualities. Protect and maintain acceptable mock-ups throughout the Work of this Section to serve as criteria for acceptance of this Work. Acceptable mock-ups may be incorporated into the finish Work. Mock-ups shall be as follows:

1. 10 Linear feet of each type of sealant, crack and joint control material specified

1.08 DELIVERY, STORAGE AND HANDLING

A. Deliver materials and products to the job site in original, unopened package, clearly labeled with the manufacturer's identification and printed instructions. All material shall be stored and handled in accordance with manufacturer's instructions and recommendations. Protect from damage.

1.09 PROJECT CONDITIONS

A. Perform Work only when ambient conditions are within the limits established by manufacturers of the materials and products used.

B. Proceed with Work related to composite sheet waterproofing only when substrate construction and penetrating Work is complete and concrete or mortar has cured for at least 28 days.

C. Provide ventilation in accordance with the approved manufacturer's written requirements and recommendations throughout application and curing for all materials specified in this Section.

1.10 WARRANTY

A. Provide written warranty signed by manufacturer, agreeing to repair or replace Work which exhibits defects in materials or Workmanship. "Defects" shall include, but not be limited to, leakage of water, abnormal aging or deterioration, and failure to perform in accordance with requirements of the Contract Documents. Include requirement for removal and replacement of covering and connected adjacent Work. Warranty periods shall be as follows:

1. Sealants and Crack Control Materials: 5 years from date of Substantial Completion
2. Waterproofing: 10 years from date of Substantial Completion
3. Exterior sealants: 20 years from date of Substantial Completion

1.11 PRE-INSTALLATION MEETING

A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions, determine acceptable mock-ups, and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Owner's Project Manager, Architect, and related Subcontractors.

B. Advise other trades to ensure that no other Work adversely effects sealer bonding surfaces.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Each sealant shall be checked for adhesion and compatibility with all adjacent materials. Select a sealant that is recommended by the approved manufacturer for the specified application.
B. Color of each sealant shall be as selected by the Architect from the approved manufacturer's complete selection of standard and premium colors.

2.02 INTERIOR SILICONE SEALANT

A. Provide single component, acetoxy silicone sealant, Tremsil 200 by Tremco, Inc. or Architect approved equal by Pecora or Sika, for all interior joints at kitchens, bathrooms, and similar applications, conforming to the following requirements:
   1. Type S, Grade NS, Class 50, Use NT, G, A and O; in accordance with requirements of ASTM C 920
   2. Class A; in accordance with requirements of Federal Specification TT-S-230 and TT-S-001543A
   3. Dynamic Movement Capability: +/- 50%; in accordance with requirements of ASTM C 719
   4. FDA regulation 21 CFR 177.2600
   5. Shore A hardness of 25-35; in accordance with requirements of ASTM C 661
   6. Elongation: 450%; in accordance with requirements of ASTM D 412
   7. Tensile Strength @100% Elongation: 45-55 psi; in accordance with requirements of ASTM D 412
   8. Ultimate Tensile Strength: 165 psi; in accordance with requirements of ASTM D 412
   9. Peel Strength: 25-35 psi; in accordance with requirements of ASTM C 794
   10. Recycled Content: 11% Post-Industrial

B. Provide non-sag, acrylic latex sealant, AC-20 + Silicone as manufactured by Pecora or Architect approved equal, for general purpose interior caulking, and conforming to the following requirements:
   1. Adhesion Loss (%): 0.5, ASTM C736
   2. Elongation, Ultimate (%): 200, ASTM D412
   3. Extrudability (g/sec): 9.8, ASTM C731
   4. Low-Temperature Flexibility (pass/fail): Pass, ASTM C734
   5. 100% Modulus (psi): 60-65, ASTM D412
   6. Tensile, Ultimate (psi): 80-90, ASTM D412

C. Provide appropriate surface primers and accessories for surfaces to be adhered to, in accordance with the approved manufacturer's written requirements.

D. Provide bond breaker tape No. 40 or No. 531 (heavy duty), as manufactured by Valley Industrial Products, or Architect approved equal by Deckert, in accordance with the approved manufacturer's written requirements, appropriate for the sealant being used.

E. Provide backer rods compatible with the specified sealant, and as follows:
   1. Backer rod for all building joints shall be non-absorbing, with highly resistant interior network of closed and open cells, SOF ROD as manufactured by Applied Extrusion Technologies, or Architect approved equal.
   2. Backer rod for paving and floor joints shall be closed cell polyethylene rod extruded in continuous lengths, GREEN ROD as manufactured by NMC, or Architect approved equal.

F. Sealant shall be non-drying, non-hardening, non-bleeding, non-staining sealant complying with ASTM C 834 and C 919, USG sealant, or Architect approved equal by Pecora or Tremco.

PART 3 - EXECUTION

3.01 INSPECTION

A. For each material the installer shall examine substrates, supports, and conditions under which this Work is to be performed and notify General Contractor, in writing, of conditions detrimental to the proper completion of the Work. Do not proceed with Work until unsatisfactory conditions are corrected. Beginning Work means Installer accepts substrates and conditions.

B. Strictly comply with the approved manufacturer's written instructions and recommendations, except where more restrictive requirements are specified in this Section.
3.02 JOINT SEALANTS AND FILLERS

A. Clean joint surfaces immediately before installation of sealants, primers, tapes and fillers. Remove all substances which could interfere with bond. Prime, etch, or roughen joint surfaces as necessary to improve bond. Tape or mask adjoining surfaces to prevent spillage and migration problems. Provide backer rods for all liquid sealants except where specifically recommended against by sealant manufacturers. Prevent three-sided adhesion by use of bond breaker tapes or backer rods.

B. Force sealant into joints to provide uniform, dense, continuous ribbons free from gaps and air pockets. Install sealants so that compressed sealants do not protrude from joints. Dry tool sealants to form a smooth dense surface with joint surfaces adhering equally on opposite sides. At horizontal joints form a slight cove to prevent trapping water. Except in hot weather, make sealant surface slightly concave.

1. Make sealant joint depth equal to joint width for joints up to 1/2 in. wide. For joints over 1/2 in. wide, make depth equal to one-half of the joint width. Joint depth at exterior silicone sealant shall not be greater than 1/2 in.

2. Fill all joints solidly and continuously with a sealant, neatly applied with a standard caulking gun in a continuous motion, using slight pressure. "Push" the sealant bead ahead of the nozzle; do not "drag" the nozzle.

3. Within 5 minutes of sealant application and before sealant skins over, dry tool the joint surface with a concave tool to insure intimate contact with substrate and to eliminate air bubbles. Do not use any liquid for tooling. Provide a smooth, uniform, finished surface.

4. Avoid contaminating adjacent surfaces with excess sealant. Remove all traces of smears and droppings on metal, stone, glass, or other surfaces promptly, using a solvent recommended by the sealant manufacturer and that shall not damage or discolor the building surfaces. Remove smears and droppings on face surfaces by mechanical means after the initial cure of the sealant.

5. Coordinate Work with other trades to prevent contamination of fresh sealant by dust or other debris. Do not seal over any epoxy placements which are not cured.

6. Install internal wall joints so as to maintain connectivity between vertical and horizontal constructions. Extend internal sealant to the face of wall where indicated and as otherwise directed by Architect to compartmentalize waterproofing protection.

7. Install internal sealant materials at sufficient depth (2 1/2 in.+) to maintain 3/4 in. clear unobstructed cavity between finish face of internal sealant and back of external sealant backing material.

8. Internal joint integrity shall be equal to external joint integrity. Internal seals are primary seals to prevent internal building water intrusion.

C. Provide acoustical insulation and sealant to seal tightly and completely around all penetrating objects through non-fire rated masonry walls and concrete floors, including but not limited to, HVAC duct, fire protection piping, and electrical conduit penetrations, as indicated on the Drawings.

1. At all penetrations through masonry walls wrap the penetrating object with 1 in. thick fibrous acoustic insulation and fill the space remaining between the acoustic insulation and masonry wall opening solid with cementitious grout prepared in accordance with Section 04 20 00 – Unit Masonry. Provide resilient, non-hardening acoustical sealant to completely seal both sides of wall between the penetrating object and adjacent masonry construction and grout infill.

D. Seal all interior joints, seams, intersections between dissimilar materials, unless specifically noted to be performed under the Work of other Sections.

1. The Work of this Section shall include, but not be limited to, sealing of the following exterior conditions:
   a. Building control joints
   b. Concrete to concrete at cold joints

2. The Work of this Section shall include, but not be limited to, sealing of the following interior conditions at new building:
   a. Perimeters of all steel door frames, steel borrow light frames, and other metal frames
   b. Completely around all plumbing fixtures, fittings, walls, and floors
c. At the perimeters of all backsplashes to wall, ends, and backsplash to counter whether a sink is present or not and all counter to wall areas with no backsplash.

d. At all slab-on-grade construction joints, control joints, and column bases.

e. Louvers

E. Cure sealants in strict compliance with the approved manufacturers’ instructions and recommendations to obtain highest quality surface and maximum adhesion. Make every effort to minimize accelerated aging effects and increase in modulus of elasticity.

3.03 REPAIR AND CLEANING

A. Remove and replace Work which is damaged or deteriorated in any respect.

B. Clean adjacent surfaces using materials and methods recommended by system manufacturer. Remove and replace Work that cannot be successfully cleaned.

3.04 RUBBISH REMOVAL

A. The General Contractor shall remove all waste and debris and dispose daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

END OF SECTION
SECTION 08 11 13
HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
A. All the Contract Documents, including Drawings, General Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
A. The Work of this Section includes, but is not limited to, furnishing and installation of the following:
   1. Non-rated flush hollow metal doors
   2. Borrowed light frames
   3. Hollow metal frames provided for wood doors
   4. Tempered glass at door vision panels and borrowed light frames
   5. Door Louvers

1.03 RELATED WORK SPECIFIED ELSEWHERE
A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
   1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
   2. Section 02 41 13 – Selective Demolition
   3. DIVISION 03 – CONCRETE; including all Sections contained therein
   4. DIVISION 04 – MASONRY; including all Sections contained therein
   5. Section 05 50 00 – Metal Fabrications
   6. Section 06 10 00 – Rough Carpentry
   7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
   8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
   9. DIVISION 09 – FINISHES; including all Sections contained therein.
   10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
   11. Section 22 00 00 – Plumbing
   12. Section 23 00 00 - HVAC
   13. Section 26 00 00 – Electrical

1.04 QUALITY ASSURANCE
A. Provide products of one manufacturer for each type of door and frame required for the Work of this Section. Provide secondary materials and products which are acceptable to the door and frame manufacturers.
B. Provide doors and frames that comply with Steel Door Institute SDI-100, Recommended Specifications for Standard Steel Doors and Frames. Install doors in strict compliance with the following as they apply:
      a. ASTM-A1008/A1008M-00 - Specification for Commercial Steel (CS) Sheet, Carbon, Cold-Rolled.
      b. ASTM B 117 - Standard Test Method of Salt Spray (Fog) Testing
      c. ASTM E 152 – Standard Method for Fire Tests of Door Assemblies
      d. ASTM E 283 – Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen
NEW BEDFORD HIGH SCHOOL
SWIMMING POOL LOCKER ROOM RENOVATIONS
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740
Mount Vernon Group Architects, Inc., Project No. 02014.69

June 5, 2019

C. Provide door and frame assemblies that comply with NFPA 80, Standard for Fire Doors and Windows, and which have been tested, listed and labeled in compliance with ASTM E152, Standard Methods of Fire Tests of Door Assemblies by an independent agency acceptable to authorities having jurisdiction for all doors and frames installed in fire-rated assemblies and where indicated or required by authorities having jurisdiction. Doors and frames shall also comply with the following:

1. UL 10B Fire Tests of Door Assemblies for negative test pressure
2. UL 10C Standard for Safety Positive Pressure Fire Tests of Door Assemblies
3. NFPA 252 Fire Tests of Door Assemblies for negative test pressure
4. UBC 7-2-1997 Positive Pressure Fire Tests of Door Assemblies
5. Temperature Rise Rating: Provide doors that have temperature rise rating of 450 degrees F (232C) or 250 deg. F maximum in 30 minutes of fire exposure in accordance with local building code.

D. All hollow metal side lite and doors shall comply with current state and local building codes.

1.05 SUBMITTALS

A. Provide manufacturer's product data, installation instructions, use limitations and recommendations for each door and frame product used. Provide manufacturers' certifications stating that products and assemblies comply with specification requirements. All Fire Doors shall bear UL label.
B. Provide large scale shop drawings, including plans, elevations, and details of anchors, anchor spacing, reinforcement, connections, hardware preparation, and accessory items required for fabrication and installation of all parts of the Work. Provide schedule of doors and frames using the same references used on Contract Documents.

1.06 DELIVERY, STORAGE AND HANDLING
A. Strictly comply with all storage and handling requirements of the Steel Door Institute.
B. Doors and frames shall be protected from all possible damage. Doors shall be individually wrapped in cartons and identified with mark and size. Store doors upright in a protected, dry area.
C. In the event of damage, the General Contractor shall immediately make all replacements and repairs necessary, approved by the Architect, at no additional cost to the Owner.

1.07 PRE-INSTALLATION MEETING
A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions, determine acceptable mock-ups, and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Owner’s Project Manager, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS
A. Subject to compliance with requirements, provide products of one of the following manufacturers:
   1. Steelcraft
   2. Amweld
   3. Republic
   4. Deansteel

2.02 BASIC MATERIALS
A. Hot rolled steel shall be commercial quality, pickled and oiled, in accordance with ASTM A 568 and ASTM A 569.
B. Cold rolled steel shall be commercial quality carbon steel in accordance with ASTM-A1008/A1008M-00 or ASTM A 568.
C. Galvanized sheet steel shall be roller leveled, commercial quality, hot dipped zinc and zinc-iron alloy coated, carbon steel sheets in accordance with ASTM-A653.
D. Anchors and fasteners shall be the approved manufacturer’s standard units fabricated from not less than 18 gauge galvanized sheet steel or 18 gauge hot-dip galvanized steel, in accordance with ASTM A 153, Class C or D.
E. Shop primer shall be thermosetting rust inhibitive primer compatible with finish system specified in Section 09 91 13 - Painting.

2.03 FABRICATION
A. Fabricate Work to be rigid, straight, plumb, level and square. Provide Work matching sizes, shapes, and profiles indicated on approved shop drawings.
B. Fabricate exterior doors and frames from galvanized sheet steel with closed tops and bottoms and no places to catch or hold water.
C. Fabricate concealed components in doors and frames from either hot or cold rolled steel. Exterior doors shall have concealed components and reinforcing galvanized with G90 coating.
D. Fabricate doors and frames to receive mortised and concealed finish hardware as indicated on approved final hardware schedules. Comply with applicable provisions of ANSI A 115 for hardware preparation.

E. Locate hardware as indicated on final hardware shop drawings or, if not shown, in accordance with Recommended Locations for Builder’s Hardware, published by Door and Hardware Institute.

2.04 FRAMES

A. Provide F Series hollow metal frames for both CMU and GWB installations, as manufactured by Steelcraft, or Architect approved equal by Amweld, Republic, or Deansteel, for doors, transoms, sidelights, borrowed lights and other openings as scheduled. Use concealed fastenings wherever possible.

1. Fabricate all interior door frames from 16 gauge steel sheet in accordance with requirements of ASTM A 568 or ASTM-A1008/A1008M-00. Interior door frames are subject to corrosive conditions, including but not limited to locker rooms and toilets, shall be hot dipped zinc-iron alloy coated steel, in accordance with requirements of ASTM A 653 and A 924 for A60 coatings. Frame profiles shall be as called for on the Drawings.

B. All steel frames shall be assembled with mitered and fully welded corners and seams to ensure the face miter seam is "closed and tight". Weld the face seam and the full web of the frame corner or intersection. Grind and dress welds and seams to be flush and invisible after priming. Apply a zinc rich primer over all ground areas of steel frames, and finish with a matching prime paint.

C. Knock-down (KD) frames shall be provided as indicated in the door schedule.

D. Provide steel frames and components fabricated from the following sheet steel gauges. All hinge, strike and closer reinforcements shall be projection welded to the door frames.

1. Plaster guards and mortar boxes: 26 gauge
2. Interior frames 4 ft. wide and smaller: 16 gauge steel
3. Interior frames over 4 ft. wide: 14 gauge steel
4. Floor anchors: 14 gauge
5. Strike reinforcement: 14 gauge steel
6. Closer reinforcement: 12 gauge steel
7. Head channel reinforcement for frames over 4’ wide: 12 gauge steel
8. Hinge reinforcement: 10 gauge steel

E. Provide profiles and shapes as shown on the Drawings free of warp, buckles, fractures or other defects. Stops shall be formed integral with frames.

F. Provide anchors at each jamb for each 2 ft. - 6 in. of height or fraction thereof. At masonry wall locations provide T type or wire type. Provide Z type for metal studs. Provide floor anchors at both sides of all jambs. Provide UL approved anchors for fire-rated assemblies.

G. Prepare single door frames to receive 3 resilient silencers on strike jamb. Prepare double door frames to receive 2 resilient silencers at the center of the head jamb.

H. Stops shall be 5/8 in. minimum depth, cut-off and capped at 90° at 4 inches above finished floor at locker rooms, toilets, and kitchen, and where otherwise indicated. Fill and grind smooth, jamb joints below cut-off stops, making them imperceptible.

I. Interior Borrow Light Framing:

1. Frame assemblies for window walls and borrow lights shall be fabricated from commercial quality 14 gauge galvanized sheet steel. Frame assemblies are subject to corrosive conditions, including but not limited to locker rooms and toilets, shall be hot dipped zinc-iron alloy coated steel, in accordance with requirements of ASTM A 653 and A 924 for A60 coatings.
2. Frame components shall be either roll formed or brake formed. Sections shall be free of twist, bow and camber and fabricated as follows:
   a. Individual frame components shall be cut to length and notched to assure square joints and corners. All joints and corners of frames assemblies shall be continuously welded and ground smooth at the face of the sections to develop maximum structural strength.
   b. Frame assemblies shall be shipped to jobsite completely welded. Field joints shall be permitted only when the size of the total assembly exceeds shipping limitations.
   c. Clips for field connections shall be a minimum of 14 gauge steel.
   d. Provide assemblies complete with 20 gauge channel glazing beads with countersunk holes for screw attachment to frame.

2.05 HOLLOW METAL DOORS
   A. Interior doors requiring impact resistance shall be B Series, as manufactured by Steelcraft, or Architect approved equal by Amweld, Republic, or Deansteel, in accordance with requirements of SDI Classification Level 2, Performance Level B- Heavy Duty, Model 2, with minimum 18 gauge face sheets. This type of door shall be used at corridors, cafeteria, gymnasium, locker rooms, and other locations as noted.
      1. Face sheets shall be commercial quality, cold rolled steel, in accordance with requirements of ASTM-A1008/A1008M-00 or ASTM A 366 and A 620.
      2. Vertical edges shall be stitch welded and filled. Welds shall be ground, filled and dressed smooth to make them invisible and provide a smooth flush surface.
      3. Hinge reinforcement shall be not less than 7 gauge (3/16 in.) plate 1-1/4 in. X 10 in. or a 12 gauge continuous channel with formed holes drilled and tapped. The manufacturer shall provide test information that the continuous type of reinforcement is equal to a 3/16 in. or 7 gauge plate.
      4. Tops and bottoms of all doors shall be reinforced with a continuous 16 gauge steel channel extending the full width of the door and welded to the face sheet. Doors with an inverted top channel shall have a steel closure channel screwed in place so that the web of the channel is flush with the face sheets of the door.
      5. Door cores shall have 20 gauge, hat shaped, vertical steel stiffeners spanning the full thickness of the interior space between door faces. Stiffeners shall be spaced not more than 6 in. apart, and securely attached by stitch welds 6 in. on center to both face sheets. Spaces between stiffeners shall be filled with fiberglass insulation with a minimum density of 0.8 lbs./cubic ft.

2.06 TEMPERED GLASS
   A. Provide 1/4 in. tempered glass, Condition A, Type I, Class 1, Quality q3, Kind FT, in accordance with requirements of ASTM C 1036 and C 1048.
      1. Tempered glass shall be subjected to quality control measures to minimize inclusions which could result in spontaneous breakage. Such inclusions are defined as a material defect by this specification.
      2. See architectural drawings for location of tempered glass.
      3. Installed tempered glass which experiences spontaneous breakage shall be replaced (material and labor) under the warranty provisions.

2.07 GLAZING STOPS
   A. Provide the approved manufacturer's standard rolled steel shapes with mitered corners and countersunk, tamper proof fasteners. Location of screw heads shall be on the inside, or least public side of door.

2.08 DOOR LOUVERS
   A. Provide sightproof, “V” shaped, 24 gauge, steel blade louvers, fully welded into a 20 gauge, full perimeter, steel
   B. Frame, providing a minimum of 50% free area.
C. Provide UL labeled, self-closing, fire-rated louvers in all doors located in a fire-rated assembly, providing a minimum of 50% free area.

2.09 FINISHES

A. After fabrication, tool marks and surface imperfections shall be filled and sanded to make face sheets, vertical edges and weld joints free from irregularities.

B. Provide factory primed finish on all surfaces, including galvanized and galvannealed, with a minimum 1.0 mil dry film thickness of baked rust-inhibiting primer conforming to ANSI A250.10, and compatible with finish paint specified in Section 09 91 13 - Painting. All surfaces shall be prepared in accordance with specified reference standards and written requirements of the primer manufacturer.

C. Exposed galvanized surfaces of steel doors shall be solvent wiped before application of shop coat of paint.

D. All surfaces of door frames to be concealed by installation in an exterior wall, or in contact with concrete or masonry mortar, shall receive a 1/16 in. thick coating of asphalt emulsion, after priming.

2.010 PERIMETER SEALANT

A. Provide single-component, non-sag, moisture-cure, polyurethane sealant at window perimeter, Dymonic 100 as manufactured by Tremco, or Architect approved equal. The sealant shall comply with the following material and performance characteristics:

1. Volatile Organic Content: 40 g/l, maximum
2. Volatile Organic Emissions: Not greater than Greenguard Children & Schools Certification emissions levels
3. Tensile Strength: 350 to 450 PSI, in accordance with ASTM D412
4. Percent Elongation: 800 to 900%, in accordance with ASTM D412
5. Modulus at 100%: 75 to 85 psi, in accordance with ASTM D412
6. Tear Strength: 65 to 75 psi, in accordance with ASTM D412
7. Smoke Development: 5, in accordance with ASTM E84
8. Color: As selected by Architect from Manufacturer’s standard and premium line of not less than 20 colors.

PART 3 - EXECUTION

3.01 INSPECTION

A. The H.M. Door Installer shall examine supports and conditions under which this Work is to be performed and notify General Contractor in writing of conditions detrimental to the proper completion of the Work. Assure that frame openings correspond to dimensions of frame furnished. Do not proceed with installation until unsatisfactory conditions are corrected. Beginning Work means Installer accepts substrates and conditions.

3.02 INSTALLATION

A. Installation shall be in accordance with the approved manufacturer's written instructions, except where more restrictive requirements are specified in this Section, and shall comply with applicable referenced standards.

B. Frames shall be installed prior to erection of walls and ceilings, and accurately plumb, level, aligned, squared and braced. Provide anchors at each jamb for each 2 ft. 6 in. of height or fraction thereof, at hinge locations. At masonry wall locations provide T type or wire type. Provide Z type for metal studs. Provide floor anchors at both sides of all jambs. Provide UL approved anchors for fire-rated assemblies. Frames at masonry partitions, and elsewhere as noted in door schedule, shall be grouted solid.

C. Install hinges supplied under Section 08 71 00 – Door Hardware, and hang doors accurately into frame openings with uniform tight clearances around jambs and head. Doors shall swing freely without binding or scraping and shall remain motionless at any location when released.
D. Install glazing stops where scheduled or indicated. Provide symmetrically spaced fasteners not more than 8 in. O.C.

3.03 TOLERANCES

A. Install fire-rated doors and frames with clearances and tolerances in accordance with NFPA Standard 80.

B. Install non-rated doors and frames with clearances and tolerances in accordance with SDI-100.

3.04 ADJUSTING, TOUCH-UP AND REPAIR

A. After installation of doors and hardware, adjust clearances and operating parts to Work easily, smoothly, and correctly. Doors shall not rub frame, scratch primer, nor bind.

B. Touch-up damaged shop coatings and repair minor damage to eliminate all evidence of repair. Remove and replace Work which cannot be satisfactorily repaired.

3.05 RUBBISH REMOVAL

A. The General Contractor shall remove all waste and debris and dispose daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

END OF SECTION
SECTION 08 14 16

FLUSH WOOD DOORS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
A. All the Contract Documents, including Drawings, General Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
A. The Work of this Section includes, but is not limited to, furnishing and installation of the following:
   1. Solid core, flush wood doors
   2. Solid core, flush wood doors with glass vision panels
   3. Pre-fitting and pre-machining of wood doors
   4. Factory priming/finishing of wood door and wood accessories supplied herein
   5. Tempered glass at door vision panels
   6. Door Louvers

1.03 RELATED WORK SPECIFIED ELSEWHERE
A. Carefully examine all of the Contract Documents for requirements which effect the Work of this Section.
B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
   1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
   2. Section 02 41 13 – Selective Demolition
   3. DIVISION 03 – CONCRETE; including all Sections contained therein
   4. DIVISION 04 – MASONRY; including all Sections contained therein
   5. Section 05 50 00 – Metal Fabrications
   6. Section 06 10 00 – Rough Carpentry
   7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
   8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
   9. DIVISION 09 – FINISHES; including all Sections contained therein.
   10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
   11. Section 22 00 00 – Plumbing
   12. Section 23 00 00 - HVAC
   13. Section 26 00 00 – Electrical

1.04 QUALITY ASSURANCE
A. Provide products of one manufacturer to ensure uniformity in quality of appearance and construction for each type of door required to complete the Work of this Section.
C. Allowable tolerances for fabrication of doors shall be as follows:
   1. Overall dimensions shall not exceed ± 1/32 inch
   2. Maximum warp shall not exceed 1/4 inch
   3. Length of diagonal measurement from upper right corner to lower left corner of door shall be within 1/8 inch of the length of diagonal measurement from upper left corner to lower right corner.
4. Show-through telegraphing shall not exceed 1/100 deviation from true plane in any three inches span on door face.

1.05 TESTS

A. Where fire-resistance ratings are indicated, provide wood doors whose fire-resistance rating has been tested in compliance with UBC 7-2-1997 for positive pressure fire testing, and are acceptable to local authorities having jurisdiction.

B. Labels for fire doors at stairway enclosures shall reflect compliance with a maximum transmitted temperature end point of not more than 250 degrees F above ambient at the end of thirty minutes of standard fire test exposure.

1.06 SUBMITTALS

A. Submit manufacturer’s product data, specifications, installation instructions, use limitations and recommendations for each door type used. Include details of core and edge construction and finishing specifications for doors to receive factory finish.

B. Provide large scale shop drawings for fabrication and installation of all doors. Provide door schedule indicating opening identifying symbol, sizes, door type and elevation, and opening cut out sizes and locations. Include details of construction, location and extent of hardware blocking, information on pre-fitting and pre-machining Work, accessory items, fire ratings and requirements for factory finishing.

C. Provide detailed specifications for all factory applied coatings and finishes.

D. Submit representative samples of each door and finish that is to be exposed in the finished Work, showing the full range of color and finish variations expected. Provide samples having minimum area of 144 square inches, including corner construction.

E. Submit certified reports demonstrating compliance with required fire-tests.

1.07 DELIVERY, STORAGE AND HANDLING

A. Deliver doors to site only after preliminary Work is complete and required temperature and relative humidity conditions are maintained. Store and handle doors in accordance with the approved manufacturer’s written instructions and comply with requirements of WDMA job site information.

B. Factory seal top and bottom rails of all doors. Store doors in area of no great variation of heat, dryness and humidity. Deliver all doors in individual plastic wrappers.

C. Inspect doors for damage upon delivery. Notify Architect in writing of damage, and replace damaged doors at no additional cost to the Owner.

D. Unwrap and install doors only after preliminary Work is complete and required temperature and relative humidity conditions are maintained in accordance with the approved manufacturers written requirements.

E. Proceed with Work only when wet-Work and other potentially damaging construction Work is complete.

F. Provide ventilation in accordance with the approved manufacturer’s written requirements and recommendations.

1.08 WARRANTY

A. Provide a written “Lifetime Warranty” signed by manufacturer, Wood Door Installer and General Contractor, agreeing to repair or replace Work which exhibits defects in materials or Workmanship, dated from the date of Substantial Completion. “Defects” shall include, but not be limited to, warping, bowing, cupping, twisting, telegraphing of core construction, exceeding tolerance limitations of NWMA and AWI, abnormal aging or deterioration, and failure to perform in accordance with requirements of the Contract Documents.

B. Include requirement for refinishing and reinstalling doors repaired or replaced under warranty.
1.09  PRE-INSTALLATION MEETING
A.  The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions, determine acceptable mock-ups, and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01  ACCEPTABLE MANUFACTURERS
A.  Provide wood doors and accessory products as manufactured by VT Industries, or Architect approved equal by Marshfield Door Systems or Algoma Hardwoods.

2.02  MATERIALS AND PRODUCTS
A.  Provide doors complying with requirements of referenced standards for types and qualities of doors indicated.
B.  Provide non-rated doors with particle board solid core, Type 1-LD-2, in accordance with ANSI A208.1.
C.  Provide fire-rated doors as follows:
   1.  Doors requiring 30 minute and 20 minute ratings shall be fabricated with particleboard solid core, Type 1-LD-2, in accordance with ANSI A208.1.
   2.  Doors requiring 45, 60, and 90 minute ratings shall be fabricated with mineral core, Type FD-5, and internal blocking required for application of all hardware without use of thru bolts. Blocking shall be located in accordance with requirements of the approved hardware manufacturer. Provide fire rated wood doors as manufactured by VT Industries, or Architect approved equal.
D.  Provide same exposed surface on both sides of door, unless indicated otherwise.
E.  Cut and trim openings in accordance with applicable requirements of referenced standards. Provide the approved manufacturer's rated metal frame, with matching veneer, at all openings and vision panels located in fire-rated doors.

2.03  INTERIOR FLUSH WOOD DOORS
A.  Provide “Solid Style” VT Door Type 5502, as manufactured by VT Industries, or Architect approved equal by Marshfield or Algoma. Doors shall be premium grade, Type PC-5ME, with solid 28-32 pounds particleboard core complying with WDMA 1-LD-2, 1-3/4 in. doors with transparent finish in accordance with requirements of WDMA I.S. 1-A Quality Grade, and the following characteristics:
   1.  Door faces shall be plain sliced, stained finish, center balance matched, select northern white maple. Pairs of doors shall be provided with book matched, center balanced matched faces.
   2.  Provide minimum 1/16 in. solid wood edges matching the face veneer. Veneer edge bands shall not be accepted.
   3.  Provide lite bead VT1, and louver Model 800-A, as manufactured by VT Industries, or Architect approved equal, finished to match face veneers. Lite beads shall be flush type, applied during the glazing process at the factory.
   4.  Factory applied finish shall be premium grade, catalyzed polyurethane, satin finish with a sheen of 31 to 45, in accordance with requirements of WDMA TR-8 Premium Grade, with three sealer coats and two top coats.
B.  Provide positive pressure “Solid Style” VT Door Type 5511, 5545, and 5P11 for pairs, as manufactured by VT Industries, or Architect approved equal by Marshfield or Algoma. Doors shall be premium grade, Type FD-5, with solid mineral core, 1-3/4 in. doors with transparent finish in accordance with requirements of WDMA I.S. 1-A Quality Grade, and the following characteristics:
   1.  Provide manufacturer's standard mineral core construction to obtain fire-resistance rating indicated or required. Provide laminated edge construction for improved screw-holding resistance and split resistance.
2. Door faces shall be plain sliced, center balanced matched, select northern white maple. Pairs of doors shall be provided with book matched, center balanced matched faces.

3. Furnish and install metal vision frame No. 115, and louver Model 1900-A, as manufactured by VT industries, or Architect approved equal, veneer wrapped to match wood face veneers.

4. Factory applied finish shall be premium grade, catalyzed polyurethane, satin finish with a sheen of 31 to 45, in accordance with requirements of WDMA TR-8 Premium Grade, with three sealer coats and two top coats.

2.04 FABRICATION - FLUSH DOORS

A. Non rated flush wood doors shall be fabricated in accordance with requirements of WDMA Type PC-5, and the following characteristics:

1. Provide 28-32 lbs./cubic foot density particleboard core, in accordance with requirements of ANSI A 208.1, Grade 1-LD-2.

2. Provide minimum 1-3/8 in. structural composite lumber top and bottom rails, and vertical stiles securely bonded to core before sanding.

3. Provide internal blocking for application of all hardware to meet WDMA extra heavy duty criteria, sized and located in accordance with requirements of the approved hardware manufacturer.

4. Provide 1/8 in. minimum hardwood composition cross bands applied to the core material prior to application of the matching hardwood stiles.

5. Provide 1/42 in. hardwood face veneers, before sanding, applied to the cross banded core in a hot press using Type 1, exterior grade, water resistant adhesive. Ease all edges. Ease shall not allow cross band to show through.

6. Doors having more than 40 in. of their area removed for installation of lite or louvers shall have structural composite lumber cores, Type 5508 by VT Industries, or Architect approved equal.

B. Fire rated flush wood doors shall be fabricated in accordance with requirements of WDMA Type FD-5, and the following characteristics:

1. Provide 30.8 to 34.7 lbs./cubic foot density, non-combustible mineral board core.

2. Provide minimum structural composite lumber, or “Firestop” as manufactured by VT Industries, or Architect approved equal, at top and bottom rails, and vertical stiles, securely bonded to core before sanding.

3. Provide solid internal blocking as, required for application of all hardware without use of thru bolts sized and located in accordance with requirements of the approved hardware manufacturer. Through-bolt attachment of door hardware shall not be allowed.

4. Provide 1/8 in. minimum hardwood composition cross bands applied to the core material prior to application of the matching hardwood stiles.

5. Provide 1/42 in. hardwood face veneers, before sanding, applied to the cross banded core in a hot press using Type 1, exterior grade, water resistant adhesive. Ease all edges. Ease shall not allow cross band to show through.

2.05 PRE-FITTING AND PRE-MACHINING

A. Wood doors shall be factory pre-fit to frames and doors pre-machined for installation of door hardware in accordance with Section 08 71 00 - Door Hardware.

B. Comply with tolerance requirements of WDMA for positive pressure non-rated doors and NFPA for fire-rated doors.

C. All doors shall be beveled 1/8 in. in 2 in at lock and hinge stiles.

D. Drill all pilot holes for hinge and lock front screws at the factory.
2.06 TEMPERED GLASS
   A. Provide 1/4 in. tempered glass, Condition A, Type I, Class 1, Quality q3, Kind FT, in accordance with requirements of ASTM C 1036 and C 1048.
      1. Tempered glass shall be subjected to quality control measures to minimize inclusions which could result in spontaneous breakage. Such inclusions are defined as a material defect by this specification.
      2. See architectural drawings for location of tempered glass.
      3. Installed tempered glass which experiences spontaneous breakage shall be replaced (material and labor) under the warranty provisions.

2.07 GLAZING STOPS
   A. Provide the approved manufacturer's standard rolled steel shapes with mitered corners and countersunk, tamper proof fasteners. Location of screw heads shall be on the inside, or least public side of door.

2.08 DOOR LOUVERS
   A. Provide sightproof, "V" shaped, 24 gauge, steel blade louvers, fully welded into a 20 gauge, full perimeter, steel frame, providing a minimum of 50% free area.
   B. Provide UL labeled, self-closing, fire-rated louvers in all doors located in a fire-rated assembly, providing a minimum of 50% free area.

PART 3 - EXECUTION

3.01 INSPECTION
   A. The Wood Door Installer shall examine frames and conditions under which this Work is to be installed and notify General Contractor, in writing, of conditions detrimental to the proper completion of the Work. Do not proceed with Work until unsatisfactory conditions are corrected. Beginning Work means Installer accepts substrates and conditions.

3.02 PREPARATION
   A. Strictly comply with manufacturers' instructions and recommendations, except where more restrictive requirements are specified in this Section.
   B. Wood doors shall be stored in final locations for a period of 72 hours prior to installation to acclimate to temperature and relative humidity conditions in accordance with the approved manufacturers written requirements.

3.03 INSTALLATION
   A. Wood doors shall be installed in accordance with the approve manufacturer's written instructions, except where more restrictive requirements are specified in this Section.
   B. Fit and machine doors for installation of door hardware in accordance with Section 08 71 00 - Door Hardware. Restore factory finishes before installing.
   C. For non-rated doors, provide 1/8 in. clearances at head, jambs and meeting stiles (of pairs of doors). Provide 1/2 in. clearance at bottom, except at thresholds provide 1/4 in. clearance.
   D. Provide clearances for fire-rated doors in accordance with requirements of NFPA 80.

3.04 SCHEDULE
   A. Wood doors shall be installed at all locations in accordance with the Door and Frame Schedule as called for on the Drawings.

Flush Wood Doors
08 14 16 - 5
3.05 ADJUSTING, CLEANING, PROTECTION
   A. Adjust doors to Work easily, smoothly, and correctly.
   B. Touch-up damaged coatings and finishes to eliminate evidence of repair.
   C. Repair minor damage to eliminate all evidence of repair. Remove and replace Work which cannot be satisfactorily repaired.
   D. Clean exposed surfaces using materials and methods recommended by manufacturer of material or product being cleaned. Remove and replace Work that cannot be successfully cleaned.
   E. Provide temporary protection to ensure Work being without damage, deterioration, or visual change to finish at time of Final Completion. Remove protections and re-clean as necessary immediately before Final Completion.

3.06 RUBBISH REMOVAL
   A. The General Contractor shall remove all waste and debris and dispose daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

END OF SECTION
PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section Includes

1. Furnishing and installation of all mechanical and electrical finish hardware necessary for all doors, and hardware as specified herein and as enumerated in hardware sets and as indicated and required by actual conditions at the building. The hardware shall include the furnishing of all necessary screws, bolts, expansion shields, drop plates, and all other devices necessary for the proper application of the hardware. Installation shall include field modification and preparation of existing doors and/or frames for new hardware being installed. Provide necessary fillers, Dutchmen, reinforcements, and fasteners for mounting new hardware and to cover existing door/frame preps.

B. Related Sections

1. Division 6 Section - Finish Carpentry
2. Division 8 Section - Hollow Metal Doors and Frames
3. Division 8 Section - Wood Doors
4. Division 8 Section - Aluminum Framed Storefronts
5. Division 8 Section - Glass and Glazing
6. Division 26 Section - Electrical
7. Division 27 Section - Communications
8. Division 28 Section - Electronic Security and Safety

B. Specific Omissions: Hardware for the following is specified or indicated elsewhere, unless specifically listed in the hardware sets:

1. Windows
2. Cabinets of all kinds, including open wall shelving and locks.
3. Signage, except as noted.
4. Complete toilet accessories including coat hooks, unless note otherwise.
5. Overhead doors, unless noted otherwise.

1.03 REFERENCES

A. Applicable state and local building codes and standards.

B. FIRE/LIFE SAFETY

1. NFPA - National Fire Protection Association
NEW BEDFORD HIGH SCHOOL
SWIMMING POOL LOCKER ROOM RENOVATIONS
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740
Mount Vernon Group Architects, Inc., Project No. 02014.69

June 5, 2019

Door Hardware
08 71 00-2

A. NFPA 70 – National Electric Code
b. NFPA 80 - Standard for Fire Doors and Fire Windows
d. NFPA 105 - Smoke and Draft Control Door Assemblies

C. UL - Underwriters Laboratories
1. UL 10B - Fire Test of Door Assemblies
2. UL 10C - Positive Pressure Test of Fire Door Assemblies
3. UL 1784 - Air Leakage Tests of Door Assemblies
4. UL 305 - Panic Hardware

D. Accessibility
1. ADA - Americans with Disabilities Act.
2. Massachusetts Architectural Access Board Regulation – 521 CMR.

E. DHI - Door and Hardware Institute
1. Sequence and Format for the Hardware Schedule
2. Recommended Locations for Builders Hardware

F. ANSI - American National Standards Institute
1. ANSI/BHMA A156.1 - A156.29, and ANSI A156.31 - Standards for Hardware and Specialties

1.04 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 1 requirements. Prior to submittal field verify existing doors and/or frames receiving new hardware and/or existing conditions receiving new openings. Verify new hardware is compatible with the existing door/frame preparation and/or existing conditions. Advise architect within the submittal package of incompatibility or issues.

B. Catalog Cuts: Product data including manufacturers' technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.

C. Final Hardware Schedule Content: Submit schedule with hardware sets in vertical format as illustrated by the Sequence of Format for the Hardware Schedule as published by the Door and Hardware Institute. Indicate complete designations of each item required for each door or opening. Include the following information:

1. Door Index; include door number, heading number, and Architects hardware set number.
2. Opening Lock Function Spreadsheet; list locking device and function for each opening.
3. Type, style, function, size, and finish of each hardware item.
4. Name and manufacturer of each item.
5. Fastenings and other pertinent information.
6. Location of each hardware set cross-referenced to indications on Drawings.
7. Explanation of all abbreviations, symbols, and codes contained in schedule.
8. Mounting locations for hardware.
9. Door and frame sizes and materials.
10. Name and phone number for the local manufacturer's representative for each product.
11. Operational Description of openings with any electrified hardware (locks, exits, electromagnetic locks, electric strikes, automatic operators, door position switches, magnetic holders or closer/holder units, and/or access control components). Operational description should include how the door will operate on egress, ingress, and/or fire/smoke alarm connection.

D. Key Schedule: After a keying meeting between representatives of the Owner, Architect, hardware supplier, and, if requested, the representative for the lock manufacturer, provide a keying schedule, listing the levels of keying, as well as an explanation of the key system's function, the key symbols used, and the door numbers controlled. Utilize ANSI A156.28 “Recommended Practices for Keying Systems” as a guideline for nomenclature, definitions, and approach for selecting the optimal keying system.

E. Samples: If requested by the Architect, submit production sample or sample installations as requested of each type of exposed hardware unit in the finish indicated, and tagged with a full description for coordination with the schedule.

   1. Samples will be returned to the supplier in like-new condition. Units that are acceptable to the Architect may, after final check of operations, be incorporated into the Work, within limitations of key coordination requirements.

F. Templates: After final approval of the hardware schedule, provide templates for doors, frames, and other work specified to be factory prepared for the installation of door hardware.

G. Riser and Wiring Diagrams: After final approval of the hardware schedule, submit riser and wiring diagrams as required for the proper installation of complete electrical, electromechanical, and electromagnetic products.

H. Operations and Maintenance Data: Provide in accordance with Division 1 and include the following:

   1. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
   2. Catalog pages for each product.
   3. Name, address, and phone number of local representative for each manufacturer.
   4. Parts list for each product.
   5. Copy of final approved hardware schedule, edited to reflect “As installed.”
   6. Copy of final keying schedule.
   7. As installed “Wiring Diagrams” for each opening connected to power, both low voltage and 110 volts.
   8. One (1) complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.
   9. Copy of warranties including appropriate reference numbers for manufacturers to identify the project.

I. Certificates of Compliance: Upon request of Architect or Authority Having Jurisdiction certificates of compliance for fire-rated hardware and installation instructions shall be made available.

1.05 QUALITY ASSURANCE

A. Substitutions: Products are to be those specified to ensure a uniform basis of acceptable materials. Requests for substitutions must be made in accordance with Division 1 requirements. If proposing a substitute product, submit product data for the proposed item with product data for the specified item and indicate basis for substitution and savings to be made. Provide sample if requested. Certain products have been selected for their unique characteristics and particular project suitability.

   1. Items specified as “no substitute” shall be provided exactly as listed.
   2. Items listed with no substitute manufacturers listed have been requested by the Owner or Architect to match existing for continuity and/or future performance and maintenance standards or because there is no known equal product.
   3. If no other products are listed in a category, then “no substitute” is implied.
B. Supplier Qualifications: A recognized architectural hardware supplier, with warehousing facilities in the Project's vicinity, that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that provides a certified Architectural Hardware Consultant (AHC) available to the Owner, Architect, and Contractor, at reasonable times during the course of the Work for consultation.

C. Single Source Responsibility: Obtain each type of hardware (latch and locksets, hinges, exit devices, closers, etc.) from a single manufacturer.

D. Fire-Rated Openings: Provide door hardware for fire-rated openings that complies with NFPA Standard No. 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed and are identical to products tested by Underwrites Laboratories, Intertek Testing Services, or other testing and inspecting organizations acceptable to the authorities having jurisdiction for use on types and sizes of doors indicated in compliance with requirements of fire-rated door and door frame labels.

E. Electronic Security Hardware: When electrified hardware is included in the hardware specification, the hardware supplier must employ an individual knowledgeable in electrified components and systems, who is capable of producing wiring diagrams and consulting as needed. Coordinate installation of the electronic security hardware with the Architect and electrical engineers and provide installation and technical data to the Architect and other related subcontractors. Upon completion of electronic security hardware installation, inspect and verify that all components are working properly.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Tag each item or package separately with identification related to the final hardware schedule, and include installation instructions with each item or package.

B. Each article of hardware shall be individually packaged in manufacturer's original packaging.

C. Contractor will provide secure lock-up for door hardware delivered to the Project, but not yet installed. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.

D. Items damaged in shipment shall be replaced promptly and with proper material and paid for by whomever did the damage or caused the damage to occur.

E. Hardware shall be handled in a manner to avoid damage, marring, or scratching. Irregularities that occur to the hardware after it has been delivered to the Project shall be corrected, replaced, or repaired by the Contractor. Hardware shall be protected against malfunction due to paint, solvent, cleanser, or any chemical agent.

F. No direct shipments will be allowed unless approved by the Contractor.

1.07 WARRANTY

A. Provide manufacturer's warrantees as specified in Division 1 and as follows:

1. Closers: 30 years, except electronic closers, 2 years.
2. Exit Devices: 3 years, except electrified devices, 1 year.
3. Locksets: 3 years, except electrified locksets, 1 year.
4. Other hardware: 1 year.

B. No liability is to be assumed where damage or faulty operation is due to improper installation, improper use, or abuse.

C. Products judged to be defective during the warranty period shall be replaced or repaired in accordance with the manufacturer's warranty, at no additional cost to the Owner.
1.08 MAINTENANCE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. The Awarding Authority has determined that certain products should be selected for their unique characteristics and particular project suitability to insure continuity of existing and future performance and maintenance standards. After investigating available product offerings the Awarding Authority has elected to prepare proprietary specifications. These products are specified with the notation: “No Substitute” (NO OTHER PRODUCTS WILL BE CONSIDERED FOR THOSE LISTED IN PROJECTS DOCUMENTS.)

B. Approval of manufacturers other than those listed shall be in accordance with paragraph 1.05.A.

C. Note that even though an acceptable substitute manufacturer may be listed, the product must provide all the functions and features of the specified product or it will not be approved.

<table>
<thead>
<tr>
<th>Item</th>
<th>Scheduled Manufacturer</th>
<th>Acceptable Substitute</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hinges</td>
<td>Ives (IVE)</td>
<td>Hager, Stanley</td>
</tr>
<tr>
<td>Locksets &amp; Deadlocks</td>
<td>Schlage (SCH)</td>
<td>Best, Sargent</td>
</tr>
<tr>
<td>Exit Devices &amp; Mullions</td>
<td>Von Duprin (VON)</td>
<td>Precision, Sargent</td>
</tr>
<tr>
<td>Door Closers</td>
<td>LCN (LCN)</td>
<td>Sargent, Stanley</td>
</tr>
<tr>
<td>Protection Plates</td>
<td>Ives (IVE)</td>
<td>Burns, Rockwood</td>
</tr>
<tr>
<td>Overhead Stops</td>
<td>Glynn-Johnson (GLY)</td>
<td>Rixson, Sargent</td>
</tr>
<tr>
<td>Stops &amp; Holders</td>
<td>Ives (IVE)</td>
<td>Burns, Rockwood</td>
</tr>
<tr>
<td>Thresholds &amp; Weatherstrip</td>
<td>Zero (ZER)</td>
<td>National Guard, Reese</td>
</tr>
<tr>
<td>Silencers</td>
<td>Ives (IVE)</td>
<td>Burns, Rockwood</td>
</tr>
<tr>
<td>Cylinders &amp; Keying</td>
<td>Sargent (SAR)</td>
<td>No Substitute</td>
</tr>
</tbody>
</table>

D. Hand of Door: Drawings show direction of slide, swing, or hand of each door leaf. Furnish each item of hardware for proper installation and operation of door movement as shown.

E. Where the hardware specified is not adaptable to the finished shape or size of the members requiring hardware, furnish suitable types having the same operation and quality as the type specified, subject to the Architect's approval.

2.02 MATERIALS

A. Fasteners

1. Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation.

2. Furnish screws for installation with each hardware item. Finish exposed (exposed under any condition) screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work as closely as possible including "prepared for paint" surfaces to receive painted finish.
3. Provide concealed fasteners for hardware units that are exposed when door is closed except to the extent that no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless their use is the only means of reinforcing the work adequately to fasten the hardware securely. Review door specification and advise Architect if thru-bolts are required.

4. Hardware shall be installed with the fasteners provided by the hardware manufacturer.

B. Hinges

1. Provide five-knuckle, ball bearing hinges of type, material, and height as outlined in the following guide for this specification:

   a. 1-3/4 inch thick doors, up to and including 36 inches wide:
      Exterior: standard weight, bronze/stainless steel, 4-1/2 inches high
      Interior: standard weight, steel, 4-1/2 inches high
   b. 1-3/4 inch thick doors over 36 inches wide:
      Exterior: heavy weight, bronze/stainless steel, 5 inches high
      Interior: heavy weight, steel, 5 inches high
   c. 2 inches or thicker doors:
      Exterior: heavy weight, bronze/stainless steel, 5 inches high
      Interior: heavy weight, steel, 5 inches high

2. Provide three hinges per door leaf for doors 90 inches or less in height, and one additional hinge for each 30 inches of additional door height.

3. Where new hinges are specified for existing doors and/or existing frames, the new hinge size must be identical to hinge preparation present in the existing door and/or existing frame.

4. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:

   a. Steel Hinges: Steel pins
   b. Non-Ferrous Hinges: Stainless steel pins
   c. Out-Swinging Exterior Doors: Non-removable pins
   d. Out-Swinging Interior Lockable Doors: Non-removable pins
   e. Interior Non-Lockable Doors: Non-rising pins

5. The width of hinges shall be 4-1/2 inches at 1-3/4 inch thick doors, and 5 inches at 2 inches or thicker doors. Adjust hinge width as required for door, frame, and/or wall conditions to allow proper degree of opening.

6. Provide mortar guard for each electrified hinge specified, unless specified in hollow metal frame specification.

7. Acceptable manufacturers and/or products: Ives 5BB series, Hager BB series, Stanley FBB Series.

C. Mortise Locks

1. Provide mortise locks certified as ANSI A156.13, Grade 1 Operational, Grade 1 Security, and manufactured from heavy gauge steel, containing components of steel with a zinc dichromate plating for corrosion resistance. Lock case shall be multi-function and field reversible for handing without opening the case. Cylinders: Refer to 2.04 KEYING.

2. Provide locks with a standard 2-3/4 inches backset with a full 3/4 inch throw stainless steel mechanical anti-friction latchbolt. Deadbolt shall be a full 1 inch throw, constructed of stainless steel.
3. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.

4. Provide electrical options as scheduled. Provide electrified locksets with micro switch (RX) option that monitors the retractor crank, and is actuated when rotation of the inside or outside lever rotates the retractor hub. Provide normally closed contacts or normally open contacts as required by security system.

5. Lever trim shall be solid brass, bronze, or stainless steel, cast or forged in the design specified, with wrought roses and external lever spring cages. Levers shall be thru-bolted to assure proper alignment, and shall have a 2-piece spindle.
   a. Lever design shall be Schlage 06A.
   b. Lever trim on the secure side of doors serving rooms considered by the authority having jurisdiction to be hazardous shall have a tactile warning.

6. Acceptable manufacturers and/or products: Schlage L9000 series, Best 45H series, Sargent 8200 series.

D. Deadbolts

1. Provide deadbolt series conforming to ANSI A156 and function as specified. Cylinders: Refer to 2.04 KEYING.

2. Provide deadbolts with a standard 2-3/4 inches backset. Provide 2-3/8 inches where noted or if door or frame detail requires. Deadbolt shall be a full 1 inch throw, constructed of steel alloy.

3. Provide manufacturers standard strike.

4. Acceptable manufacturers and/or products: Schlage B600 series, Best T series, Sargent 480 series.

E. Exit Devices

1. Provide exit devices tested to ANSI/BHMA A156.3 Grade 1, and UL listed for Panic Exit and/or Fire Exit Hardware. Cylinders: Refer to 2.04 KEYING.

2. Exit devices shall be touchpad type, fabricated of brass, bronze, stainless steel, or aluminum, plated to the standard architectural finishes to match the balance of the door hardware.

3. Touchpad shall extend a minimum of one half of the door width. Touch-pad finish shall be compatible to exit device finish. Compression springs will be used in devices, latches, and outside trims or controls, tension springs also acceptable.

4. Devices to incorporate a deadlatching feature for security and/or for future addition of alarm kits and/or other electrical requirements.

5. Provide manufacturer's standard strikes.

6. Provide exit devices cut to door width and height. Locate exit devices at a height recommended by the exit device manufacturer, allowable by governing building codes, and approved by the Architect.

7. Mechanism case shall sit flush on the face of all flush doors, or spacers shall be furnished to fill gaps behind devices. Where glass trim or molding projects off the face of the door, provide glass bead kits.

8. Non-fire-rated exit devices shall have cylinder dogging.
NEW BEDFORD HIGH SCHOOL
SWIMMING POOL LOCKER ROOM RENOVATIONS
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740
Mount Vernon Group Architects, Inc., Project No. 02014.69

June 5, 2019

9. Removable mullions shall be a 2 inches x 3 inches steel tube. Where scheduled, mullion shall be of a type that can be removed by use of a keyed cylinder, which is self-locking when re-installed.

10. Where lever handles are specified as outside trim for exit devices, provide heavy-duty lever trims with forged or cast escutcheon plates. Provide vandal-resistant levers that will travel to a 90-degree down position when more than 35 pounds of torque are applied, and which can easily be re-set.
    a. Lever style will match the lever style of the locksets.
    b. Lever trim on doors serving rooms considered by the authority having jurisdiction to be hazardous shall have a tactile warning.

11. Exit devices for fire rated openings shall be UL labeled fire exit hardware.

12. Field drill weep holes per manufacturer’s recommendation for exit devices used in full exterior application, highly corrosive areas, and where noted in the hardware sets.

13. Provide electrical options as scheduled.


F. Door Closers

1. Provide door closers certified to ANSI/BHMA A156.4 Grade 1 requirements by a BHMA certified independent testing laboratory. Closers shall be ISO 9000 certified. Units shall be stamped with date of manufacture code.

2. Door closers shall have fully hydraulic, full rack and pinion action with a high strength cast iron cylinder, and shall utilize full complement bearings at shaft. Cylinder body shall be 1-1/2 inch diameter, and double heat-treated pinion shall be 11/16 inch diameter.

3. Provide hydraulic fluid requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F. Fluid shall be fireproof and shall pass the requirements of the UL10C “positive pressure” fire test.

4. Spring power shall be continuously adjustable over the full range of closer sizes, and allow for reduced opening force as required by accessibility codes and standards. Hydraulic regulation shall be by tamper-proof, non-critical valves. Closers shall have separate adjustment for latch speed, general speed, and backcheck.

5. Provide closers with a solid forged steel main arms and factory assembled heavy-duty forged forearms for parallel arm closers.

6. Closers shall not incorporate Pressure Relief Valve (PRV) technology.

7. Closer cylinders, arms, adapter plates, and metal covers shall have a powder coating finish which has been certified to exceed 100 hours salt spray testing as described in ANSI Standard A156.4 and ASTM B117, or shall have special rust inhibitor (SRI).

8. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other finish hardware items interfering with closer mounting.


Door Hardware
08 71 00-8
10. Door closers meeting this specification: LCN 4010/4110 series, Sargent 281/281P10 series factory assembled (without PRV), Stanley QDC100 series.

G. Protection Plates

1. Provide kick plates, mop plates, and armor plates minimum of 0.050 inch thick as scheduled. Furnish with machine or wood screws, finished to match plates. Sizes of plates shall be as follows:

   a. Kick Plates – 10 inches high x 2 inches less width of door on single doors, 1 inch less width of door on pairs
   b. Mop Plates – 4 inches high x 2 inches less width of door on single doors, 1 inch less width of door on pairs
   c. Armor Plates – 36 inches high x 2 inches less width of door on single doors, 1 inch less width of door on pairs

2. Acceptable manufacturers and/or products: Ives, Burns, Rockwood.

H. Overhead Stops and Overhead Stop/holders

1. Provide heavy duty concealed mounted overhead stop or overhead stop/holder as specified for exterior and interior vestibule single acting doors.

2. Provide heavy or medium duty and concealed or surface mounted overhead stop or overhead stop/holder for interior doors as specified. Provide medium duty surface mounted overhead stop for interior doors and at any door that swings more than 140 degrees before striking a wall, open against equipment, casework, sidelights, and/or where conditions do not allow a wall stop or a floor stop presents a tripping hazard.

3. Where overhead holders are specified provide friction type at doors without a closer and positive type at doors with a closer.

4. Acceptable manufacturers and/or products: Glynn-Johnson, Rixson, Sargent.

I. Door Stops and Holders

1. Provide door stops for all doors in accordance with the following requirements:

   a. Provide wall stops wherever possible. Provide convex type where mortise type locks are used and concave type where cylindrical type locks are used.
   b. Where wall stops cannot be used, provide dome type floor stops of the proper height.
   c. At any opening where a wall or floor stop cannot be used, a medium duty surface mounted overhead stop shall be used.

2. Acceptable manufacturers and/or products: Ives, Burns, Rockwood.

J. Thresholds, Seals, Door Sweeps, Automatic Door Bottoms, and Gasketing

1. Provide thresholds, weatherstripping (including door sweeps, seals, astragals) and gasketing systems (including smoke, sound, and light) as specified and per architectural details. Match finish of other items as closely as possible. Size of thresholds shall be as follows:

   a. Exterior Saddle Thresholds – 1/2 inch high x jamb width x door width
   b. Interior Saddle Thresholds – ¼ inch high x jamb width x door width
   c. Bumper Seal Thresholds – 1/2 inch high x 5 inches wide x door width
2. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.

3. Acceptable manufacturers and/or products: Zero, Reese, National Guard.

K. Silencers

1. Provide "Push-in" type silencers for each hollow metal or wood frame. Provide three for each single frame and two for each pair frame. Omit where gasketing is specified or required by code.

2. Acceptable manufacturers and/or products: Ives, Burns, Rockwood.

2.03 FINISHES

A. Finish of all hardware shall be US26D (BHMA 626/652) with the exceptions as follows:


2.04 KEYING

A. Provide cores and cylinders for the Owner’s Existing Sargent key system conforming to the following requirements:

1. Provide removable core cylinders at all keyed devices, locksets, and cylinder dogging. Provide construction cores with construction master keying for use during construction. The Owner or Owner’s Representative shall replace temporary construction cores with permanent cores upon completion of the project. The temporary construction cores are to be returned to the hardware supplier.

2. Provide permanent cores and cylinders keyed by the manufacturer or authorized distributor into the existing key system as directed by the Owner. Provide owner with a copy of the bitting list, return receipt requested.

3. The hardware supplier, accompanied by a qualified factory representative for the manufacturer of the cores and cylinders, shall meet with Owner and Architect to review keying requirements and lock functions prior to ordering finish hardware. Submit a keying schedule to Architect for approval.

4. Provide keys as follows
   a. Ten master keys for each set.
   b. Three keys per core and/or cylinder.
   c. Two construction core control keys
   d. Two permanent core control keys
   e. Six construction master keys for each type (Contractor is to provide one set of construction keys to Architect)

5. Visual key control:
   a. Keys shall be stamped with their respective key set number and stamped “DO NOT DUPLICATE”.

Door Hardware
08 71 00-10
b. All keys shall be stamped with their respective key set letters.
c. Do not stamp any keys with the factory key change number.
d. Do not stamp any cores with key set on face (front) of Core. Stamp on back or side of cores so not to be visible when core is in cylinder.

6. Deliver all keys and/or key blanks from the factory or authorized distributor directly to the Owner in sealed containers, return receipt requested. Failure to comply with these requirements may be cause to require replacement of all or any part of the keying system that was compromised at no additional cost to the Owner.


PART 3 - EXECUTION

3.01 EXAMINATION

A. Prior to installation of any hardware, examine all doors, frames, walls and related items for conditions that would prevent proper installation of finish hardware. Correct all defects prior to proceeding with installation.

3.02 INSTALLATION

A. Coordination:

1. Prior to installation of hardware, schedule and hold a meeting for the purpose of instructing installers on proper installation and adjustment of finish hardware. Representatives of locks, exit devices, closers, automatic operators, and electrified hardware shall conduct training; provide at least 10 days notice to representatives. After training a letter of compliance, indicating when the training was held and who was in attendance, shall be sent to the Architect.

2. Prior to ordering electrified hardware, schedule and hold a meeting for the purpose of coordinating finish hardware with security, electrical, doors and frames, and other related suppliers. A representative of the supplier of finish hardware, and doors and frames, the electrical subcontractor, and the Owner’s security contractor shall meet with the Owner, Architect, and General Contractor prior to ordering finish hardware. After meeting a letter of compliance, indicating when the training was held and who was in attendance, shall be sent to the Architect.

B. Hardware will be installed by qualified tradesmen, skilled in the application of commercial grade hardware. For technical assistance if necessary, installers may contact the manufacturer’s rep for the item in question, as listed in the hardware schedule.

C. Mount hardware units at heights indicated in “Recommended Locations for Builders Hardware for Standard Steel Doors and Frames” by the Door and Hardware Institute.

D. Install each hardware item in compliance with the manufacturer’s instructions and recommendations, using only the fasteners provided by the manufacturer.

E. Do not install surface mounted items until finishes have been completed on the substrate. Protect all installed hardware during painting.

F. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.

G. Operating parts shall move freely and smoothly without binding, sticking, or excessive clearance.
H. Existing Doors and/or Frames: Remove existing hardware being replaced, tag, and store according to contract documents. Field modify and prepare existing door and/or frame for new hardware being installed. Provide necessary fillers, Dutchmen, reinforcements, and fasteners for mounting new hardware and to cover existing door/frame preps.

I. Wire (including low voltage), conduit, junction boxes, and pulling of wire is by Division 26, Electrical. Electrical Contractor shall connect wire to door position switches and run wire to central room or area as directed by the Architect. Wires shall be tested and labeled with the Architects opening number. Connections to/from power supplies to electrified hardware and any connection to fire/smoke alarm system, and/or smoke evacuation system where specified is by Division 26 Electrical.

3.03 ADJUSTING, CLEANING, AND DEMONSTRATING

A. Adjust and check each operating item of hardware and each door, to insure proper operation or function of every unit. Replace units which cannot be adjusted to operate freely and smoothly.

B. Where door hardware is installed more than one month prior to acceptance or occupancy of a space or area, return to the installation during the week prior to acceptance or occupancy and make a final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.

C. Clean adjacent surfaces soiled by hardware installation.

D. Instruct Owner’s personnel in the proper adjustment, lubrication, and maintenance of door hardware and hardware finishes.

3.04 FIELD QUALITY CONTROL

A. Prior to Substantial Completion, the installer, accompanied by representatives of the manufacturers of locks, exit devices, closer, and any electrified hardware, shall perform the following work:

1. Examine and re-adjust each item of door hardware as necessary to restore function of doors and hardware to comply with specified requirements.

2. Consult with and instruct Owner’s personnel in recommended additions to the maintenance procedures.

3. Replace hardware items that have deteriorated or failed due to faulty design, materials, or installation of hardware units.

4. Prepare a written report of current and predictable problems of substantial nature in the performance of the hardware.

5. At completion of project, a qualified factory representative for the manufacturers of locksets, closer, exit devices, and access control products shall arrange and hold a training session to instruct the Owner’s personnel on the proper maintenance, adjustment, and/or operation of their respective products. After training a letter of compliance, indicating when the training was held and who was in attendance, shall be sent to the Architect.

3.05 PROTECTION

A. Provide for the proper protection of complete items of hardware until the Owner accepts the project as complete. Damaged or disfigured hardware shall be replaced or repaired by the responsible party.
3.06 HARDWARE SCHEDULE

A. Provide hardware for each door to comply with requirements of Section “Finish Hardware,” hardware set numbers indicated in door schedule, and in the following schedule of hardware sets.

B. It is intended that the following schedule includes complete items of finish hardware necessary to complete the work. If a discrepancy is found in the schedule, such as a missing item, improper hardware for a frame, door or fire codes, the preamble will be the deciding document.

C. Locksets, exit devices, and other hardware items are referenced in the Hardware Sets for series, type, and function. Refer to the preamble for special features, options, cylinders/keying, and other requirements.

D. Hardware Sets

<p>| HEADING # 1 - (SINGLE WITH PUSH/PULL X DEADBOLT) | PROVIDE EACH SGL DOOR(S) WITH THE FOLLOWING: |</p>
<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>CATALOG NUMBER</th>
<th>FINISH</th>
<th>MFR</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>HINGE</td>
<td>5BB1 SERIES AS SPECIFIED</td>
<td>630</td>
<td>IVE</td>
</tr>
<tr>
<td>1</td>
<td>CLASSROOM DEADBOLT</td>
<td>B663</td>
<td>626</td>
<td>SCH</td>
</tr>
<tr>
<td>1</td>
<td>PERMANENT CORE</td>
<td>AS REQUIRED (MATCH EXISTING)</td>
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<td>SAR</td>
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<td>630</td>
<td>IVE</td>
</tr>
<tr>
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<td>PUSH PLATE</td>
<td>8200</td>
<td>630</td>
<td>IVE</td>
</tr>
<tr>
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<td>SURFACE CLOSER</td>
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<td>689</td>
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<td>KICK PLATE</td>
<td>8400 10&quot; X 2&quot; LDW B-CS</td>
<td>630</td>
<td>IVE</td>
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<tr>
<td>1</td>
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# Swimming Pool Locker Room Renovations

**NEW BEDFORD HIGH SCHOOL**  
**230 HATHAWAY BLVD., NEW BEDFORD, MA 02740**  
Mount Vernon Group Architects, Inc., Project No. 02014.69  

HEADING # 4 - (SINGLE WITH CLASSROOM LOCKSET)

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NEW BEDFORD HIGH SCHOOL
SWIMMING POOL LOCKER ROOM RENOVATIONS
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740
Mount Vernon Group Architects, Inc., Project No. 02014.69

SECTION 09 51 13
ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
A. All the Contract Documents, including Drawings, General Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
A. The Work of this Section includes, but is not limited to, furnishing and installation of the following:
   1. Acoustic ceiling panels
   2. Exposed grid suspension system
   3. Wire hangers, fasteners, main runners, cross tees and wall angle moldings

1.03 RELATED WORK SPECIFIED ELSEWHERE
A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.
B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
   1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
   2. Section 02 41 13 – Selective Demolition
   3. DIVISION 03 – CONCRETE; including all Sections contained therein
   4. DIVISION 04 – MASONRY; including all Sections contained therein
   5. Section 05 50 00 – Metal Fabrications
   6. Section 06 10 00 – Rough Carpentry
   7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
   8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
   9. DIVISION 09 – FINISHES; including all Sections contained therein.
   10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
   11. Section 22 00 00 – Plumbing
   12. Section 23 00 00 - HVAC
   13. Section 26 00 00 – Electrical

1.04 SUBMITTALS
A. Provide manufacturer product data for each product indicated
B. Provide product samples as follows:
   1. 6 in. x 6 in. for each color and texture of acoustical tile
   2. 12 in. long for each suspension system member and each exposed molding and trim
C. Provide manufacturer product test reports demonstrating compliance with specified requirements.
D. Provide manufacturer research and evaluation reports demonstrating compliance with specified requirements.
E. Provide manufacturer maintenance data.
1.05 QUALITY ASSURANCE

A. Tolerances:
   1. Deflection:
      a. Maximum deflection shall be 1/360 of the span in accordance with ASTM C 635
      b. Finished ceiling system shall be level within 1/8 in. in 12 ft.

B. Fire-Test-Response Characteristics:
   1. Provide acoustical tile ceiling assemblies identical to those of assemblies tested for compliance with fire resistance ratings in accordance with ASTM E119 by an independent testing agency acceptable to authorities having jurisdiction.
      a. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
      b. Acoustical tiles shall be Class A, when tested in accordance with ASTM E1264

C. Seismic Standard:
   1. Acoustical tile ceiling assemblies shall be installed in accordance with ASTM E580-96 and as otherwise required by local authorities having jurisdiction.

D. Before beginning primary Work of this Section, provide minimum 100 square foot mock-ups of each ceiling system specified at locations acceptable to Architect and obtain Architect's acceptance of visual qualities. Protect and maintain acceptable mock-ups throughout the Work of this Section to serve as criteria for acceptance of this Work. Acceptable mock-ups may be incorporated into the finished Work.

1.06 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Provide quantity of full-size units equal to five percent of quantity installed, but not less than three new, unopened boxes for each color and texture of acoustical tile ceiling.
   2. Provide the following quantity of each concealed grid and exposed component:
      a. Main Tees: 25 pieces
      b. Cross Tees: 150 pieces
      c. Wall Molding: 50 pieces

1.07 PRE-INSTALLATION MEETING

A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions, determine acceptable mock-ups, and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 GENERAL

A. Acoustical ceiling tile and acoustical ceiling suspension systems shall be products of the same manufacturer.

B. Acoustical ceiling tile and acoustical ceiling suspension systems shall comply with the following minimum test requirements:
   1. ASTM E1264; Standard Test Method for Sound Absorption and Sound Attenuation by the Reverberation Room Method
   2. ASTM C635; Standard Specification for Suspension Systems for Acoustical Tile and Lay-In Panel Ceilings
   3. ASTM C423; Standard Test Method for Sound Absorption by Reverberation Room Method
4. ASTM E1414; Standard Test Method for Airborne Sound Attenuation Between Rooms
5. ASTM E1111; Standard Test Method for Measuring the Attenuation of Open Office
7. ASTM D3273; Standard Test Method for Resistance to Growth of Mold on Surface of Interior Coatings

C. Attachment devices shall be sized for five (5) times the design load indicated in ASTM C635, Table 1, in Direct Hung – Intermediate Duty, in. unless otherwise indicated.
   1. Anchors in concrete shall be fabricated from corrosion-resistant materials with the capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing per ASTM E488.

D. Hanger wire shall be 12 GA, zinc-coated carbon-steel wire, soft temper, pre-stretched, in accordance with requirements of ASTM A 641.

E. Seismic struts and clips shall be the approved manufacturer’s standard struts and clips in compliance with the requirements of this specification.

F. Metal edge moldings and trim shall be the approved manufacturer’s standard moldings for edges and penetrations required to fit specified acoustical tile edge details and suspension systems. Components shall be formed from sheet metal of same material and finish as that used for exposed flanges of suspension system runners. Provide radiused corner trim at all corner locations where suspension grid abuts bullnose CMU.

2.02 ACOUSTICAL CEILING TYPES

A. Type 1.2
   1. Size: 24 in. x 48 in. x 5/8 in.
   2. Grid Face: 15/16 in., White
   3. Edge Profile: Square Lay-In
   4. Surface Texture: fine
   5. Surface Finish: factory applied latex paint
   6. ASTM E1264: Type IV, Form 2, Pattern E
   7. Content: Wet-formed ceramic and mineral fiber composite
   8. NRC Range: .55 min.
   9. CAC: 40 min.
   10. Light Reflectance: .82 min.
   11. Recycled Content: 70% min.
   12. Color: White
   13. Sag Resistant: yes
   14. Acceptable Products:
      a. Armstrong Ceramaguard Fine Fissured No.608
      b. USG Radar Ceramic Acoustical Panels No. 56645
      c. Certainteed Symphony M RX #1220-75-RXS-1
      d. or Architect approved equal

B. Type 1.1 – same as 1.2 with the following exceptions:
   1. Size: 24 in. x 24 in. x 5/8 in.
   2. Acceptable Products:
      a. Armstrong Ceramaguard Fine Fissured No. 607
      b. USG Radar Ceramic Acoustical Panels No. 56644
      c. Certainteed Symphony M RX #12222-75-RXS-1
      d. or Architect approved equal
PART 3 – EXECUTION

3.01 INSTALLATION

A. Install acoustical tile ceilings and exposed tee suspension system in accordance with the approved manufacturer's written instructions and requirements of the Contract Documents.

B. The Ceiling Subcontractor shall measure each ceiling area and establish layout of acoustical tiles to establish equal width border units at opposite edges of each ceiling. Use of less-than-half-width tiles at borders shall be reason for rejection. At 2 ft. x 2 ft. perimeters, the Ceiling Subcontractor shall provide filed cut 2 ft. x 4 ft. panel to avoid slivers smaller than 6 in. At 2 ft. x 4 ft. perimeters, the Ceiling Subcontractor to provide filed cut 2 ft. x 5 ft. panel to avoid slivers smaller than 6 in.

C. Hangers:
   1. Provide maximum spacing of 4 ft. on center in each direction and 6 in. from each end of main runners
   2. Provide one wire hanger at each corner of recessed light fixtures
   3. Hanger wire shall not be splayed more than 4 in. in 4 ft. vertical drop
   4. Wrap each end of hanger wire around itself a minimum of three times

D. Edge moldings and trim:
   1. Install at all intersections of acoustical tile ceiling and vertical surfaces.
   2. Screw attach edge molding to substrate with concealed fasteners at intervals not more than 16 in. O.C. and not more than 3 in. from ends.
   3. Miter corners accurately and connect securely with color matched rivets. Install suspension system runners so they are square and securely interlocked with one another.
   4. Remove and replace dented, bent, or kinked members.

E. Install acoustical tiles in coordination with suspension system and exposed moldings and trim. Scribe and cut tile, including dado cut at cut edges of tegular tile, for accurate fit at borders and around penetrations through tile. Install tiles with pattern running in one direction. Replace all damaged or discolored tiles directed by Architect and/or Owner.

3.02 REPAIR, CLEANING AND PROTECTION

A. Repair minor damage to eliminate all evidence of repair. Remove and replace Work which cannot be satisfactorily repaired. Leave Work free of broken, cracked, or otherwise damaged tile.

B. Broom clean all areas.

C. Provide temporary protection to ensure new Work is conveyed to Owner without damage or deterioration at time of final acceptance.

3.03 RUBBISH REMOVAL

A. The General Contractor shall remove all waste and debris and dispose daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

END OF SECTION
SECTION 09 91 13

PAINTING
(Filed Sub-Bid Required)

PART 1 - GENERAL

1.01 FILED SUB-BID REQUIREMENT

A. The Work of this Section is stipulated as a filed Sub-Bid under Paragraph C, Item 2 of the Form for General Bid.

B. All Sub-bids shall be submitted on the Form For Sub-Bid, included as Section 00 03 25 of these Specifications, in accordance with requirements of Section 44F of Chapter 149 of the General Laws, as amended.

C. The attention of Bidders is directed to Section 00 01 00 - Instructions to Bidders. Sub-Bids shall be filed with the Awarding Authority in accordance with requirements stipulated therein.

D. The Trade Contractor for this Section shall examine all Drawings and all Sections of the Specification for requirements therein that may affect the Work of this Section, not just those Drawings and Specifications particular to the Work of this Section. The Work of this Section is shown primarily on the following listed Drawings:

EX1.01; D1.01; A1.01 through A2.02 inclusive; P1-D through P3 inclusive; M.1, ED.1 through E2.1 inclusive, FA.1.

1.02 RELATED DOCUMENTS

A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

B. Carefully examine all the Contract Documents for requirements which affect the Work of this Section. The exact scope of Work of this Section cannot be determined without a thorough review of all specification Sections and other Contract Documents.

1.03 DESCRIPTION OF WORK

A. The Work of this Section includes, but is not limited to, preparation, painting and finishing of all exposed interior surfaces, except the following:

1. Factory finished items
2. Finished masonry surfaces
3. Finished metal surfaces
4. Finished metal surfaces that are plated such as finished hardware
5. Finished concrete surfaces
6. Acoustical ceiling systems
7. Testing for VOC compliance

1.04 RELATED WORK SPECIFIED ELSEWHERE

A. Carefully examine all the Contract Documents for requirements which affect the Work of this Section.

B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:

1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
2. Section 02 41 13 – Selective Demolition
3. DIVISION 03 – CONCRETE; including all Sections contained therein
4. DIVISION 04 – MASONRY; including all Sections contained therein
5. Section 05 50 00 – Metal Fabrications
NEW BEDFORD HIGH SCHOOL
SWIMMING POOL Locker Room Renovations
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740
Mount Vernon Group Architects, Inc., Project No. 02014.69

6. Section 06 10 00 – Rough Carpentry
7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
9. DIVISION 09 – FINISHES; including all Sections contained therein.
10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
11. Section 22 00 00 – Plumbing
12. Section 23 00 00 - HVAC
13. Section 26 00 00 – Electrical

1.05 QUALITY ASSURANCE
A. All materials, including primers, other undercoat paint, and finish paint shall be produced by a single manufacturer. Use thinners and other accessory materials acceptable to the approved paint manufacturer, and use only within the approved manufacturer’s recommended limits.

B. Review other Sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure that compatible coats are used.

C. Before beginning primary Work of this Section, provide 100 square foot mock-ups of each color and paint system at locations acceptable to Architect and obtain Architect’s acceptance of visual qualities. Protect and maintain acceptable mock-ups throughout the Work of this Section to serve as criteria for acceptance of this Work. Acceptable mock-ups may be incorporated into the finished Work.

1.06 TESTS
A. The Owner may employ an independent testing agency to perform tests, evaluations and certifications. Cooperate and permit samples of materials to be taken as they are used. The Painting Subcontractor shall pay all costs associated with tests demonstrating failure of the tested material to comply with requirements of the Contract Documents.

1.07 SUBMITTALS
A. Submit list of all materials proposed for use, indicating:
   1. Manufacturer
   2. Product name
   3. Surface for which proposed

B. Submit color swatches showing complete range of colors and finishes available for each paint and finish system.

C. Before painting mock-ups, submit representative samples of each material that is to be exposed in the finished Work, showing the full range of color and finish variations expected. Prepare paint samples on gypsum drywall or poster board and make samples not less than 12 inches square. On actual wood surfaces provide 4 in. x 8 in. samples of each natural and stained wood finish.

1.08 DELIVERY, STORAGE AND HANDLING
A. Deliver materials and products in unopened, factory labeled packages. Store and handle in strict compliance with the approved manufacturers’ written instructions, and protect from freezing and damage.

B. Avoid the possibility of fire by removing flammable materials, solvents and spirits from the project site or by storing materials in UL approved fire-resistive cabinets. Keep Work area free from flammable waste and soiled rags.

1.09 PROJECT CONDITIONS
A. Perform Work only when existing and forecasted conditions are within the limits established by the approved manufacturer of the materials and products used.
1. Apply water-based paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50°F and 90°F, unless otherwise permitted by manufacturer's printed instructions.

2. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45°F and 95°F, unless otherwise permitted by paint manufacturer's printed instructions.

3. Do not apply paint in snow, rain, fog or mist, or when relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

B. The Painting Subcontractor shall examine substrates, supports, and conditions under which this Work is to be performed and notify General Contractor, in writing, of conditions detrimental to the proper completion of the Work. Do not proceed with Work until unsatisfactory conditions are corrected. Beginning Work means Installer accepts substrates and conditions.

C. Comply with the approved manufacturer's requirements and recommendations for area ventilation.

D. Perform Work only when permanent lighting system is operational and in use. If not in use provide temporary lighting that simulates as closely as possible permanent lighting system.

E. Cover or otherwise protect finished Work of other trades.

1.10 EXTRA MATERIAL

A. Provide maintenance stock in the approved manufacturer's new, unopened containers equal to 5% of the actual quantity installed. Provide a minimum of two, five-gallon containers of each wall color and two, one-gallon containers of each trim color.

1.11 PRE-INSTALLATION MEETING

A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions, and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

B. Coordinate the Work of this Section with Work specified in other Sections. Furnish information on finish materials to be used in the field to ensure that correct prime coats are used in the shop.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Materials shall be first line products of one of the following manufacturers, approved by the Architect:

1. Conventional Paint Finishes:
   a. Sherwin-Williams
   b. Benjamin Moore
   c. California Paints

2. Specialty Paint Finishes
   a. Sherwin Williams
   b. DuPont
   c. Albi Manufacturing

3. Colored Concrete Sealer
   a. Scofield
   b. Benjamin Moore
   c. Sherwin-Williams
2.02 MATERIALS

A. Products specified are as manufactured by Sherwin Williams, unless otherwise indicated. Similar products of acceptable manufacturers listed in Paragraph 2.01 may be furnished in lieu of those listed, approved by the Architect.
   1. Provide primary products of the system from the products of a single manufacturer.
   2. Products not specified by name and required for the job, such as shellac, thinners, putty, shall be "best grade" or "first Line" products of a reputable manufacturer and acceptable to the approved manufacturer of the paint coatings.
   3. Colors shall be as selected by the Architect from the approved manufacturer's complete selection of standard and premium colors. Public areas of the building shall be considered decorative and shall require the use of several colors, including but not limited to, deep tone, bright, and accent colors.
      a. All rooms to be painted shall contain no more than three different wall colors and one trim color. For building wide, the Owner shall select no more than ten wall colors, five trim colors, and two structural steel, steel deck, ductwork, and mechanical system colors.
      b. Exposed structural steel, metal deck, plumbing piping, fire protection piping, and electrical conduit shall be painted one color. Exposed HVAC ductwork shall be painted one color. Colors shall be as selected by the Architect from the approved manufacturers' complete selection of standard colors.

PART 3 - EXECUTION

3.01 INSPECTION AND PREPARATION

A. The Installer shall be solely responsible for the finishing Work and shall prepare substrates as needed to obtain the highest quality finished surfaces.

B. Strictly comply with the approved manufacturers' written instructions, except where more restrictive requirements are specified in this Section.

C. Clean surfaces in accordance with the approved manufacturer's requirements for removal of dirt, oil, grease, mildew, asphalt, concrete splatters, and all other foreign substances. Do not finish over dirt, rust, grease, moisture and other conditions detrimental to formation of a durable finish film.

D. Remove finish hardware, fixtures, accessories, and similar items, or tape and mask all surfaces not to be painted to protect these surfaces from damage or overpaint. Replace these items when finishing Work is completed.

E. Remove incompatible primers and re-prime or provide barrier coats in compliance with the approved finish paint manufacturer's written instructions.

F. Prepare masonry and concrete materials by removing laitance, efflorescence, form release agents, and surface glaze by cleaning and washing as recommended by the approved finish paint manufacturer and approved by Architect. Brush surfaces to remove loose particles. Fill cracks and irregularities with Portland cement grout to provide uniform surface texture. Allow a minimum of 60 to 90 days curing time before finishing poured and pre-cast concrete. Allow a minimum of 30 to 60 days curing time before finishing concrete masonry. Determine substrate alkalinity and moisture content and, if necessary, take appropriate remedial actions as recommended by the approved finish paint manufacturer.

G. Prepare shop primed, ferrous metal surfaces by solvent wiping, sanding and touching-up shop prime coats. Prepare bare metal surfaces by power tool cleaning in accordance with SSPC SP 3 requirements. Remove rust, welding flux and splatter, burrs, and all other surface defects and foreign substances. Clean surfaces by washing with water followed by phosphate rinsing. Apply prime coats immediately after completion of cleaning.

H. Aggressively clean new galvanized surfaces with grease cutting solvent, such as mineral spirits, to remove fabricating oils. After cleaning provide a SSPC SP 7 brush off blast of galvanized steel surfaces to create a 2mil profile for paint adherance. Touch-up abraded surfaces immediately with zinc-rich paint having a minimum dry film content of 95% by weight, Galiville Galvanizing Repair Compound, as manufactured by ZRC, or Architect approved equal.
I. Solvent clean aluminum surfaces in accordance with SSPC SP 1 requirements.
J. Finish tops, bottoms, and edges of all doors the same as door faces.
K. Ducts visible through supply and return grilles shall be painted flat black.
L. Follow all the manufacturer’s product data sheets on application and surface preparation.
M. Interior resinous concrete floor applicator shall have 5 years of work history applying resinous flooring with minimum of 3 project references.

3.02 APPLICATION
A. Strictly comply with the approved manufacturers’ written instructions, except where more restrictive requirements are specified in this Section.
B. Mix and prepare materials in strict compliance with the approved manufacturers’ written instructions. Do not thin materials without Architect’s approval. Keep foreign substances out of finishing materials.
C. Provide primers as recommended by the approved finish paint manufacturer for substrates encountered. Tint all primers and undercoats to the approximate shade of the finish coat, making each coat slightly darker and closer to the finished shade. Use deep base primers for deep tone, bright, and accent colors. Prime surfaces immediately after surface preparation to prevent contamination of substrate.
D. Apply finish materials at the lowest coverage rate and the highest dry film thickness recommended by the approved manufacturer. Provide additional coats as needed to eliminate all show through and bleed through areas. Apply paint and finish systems as scheduled using brushes or rollers. Stain shall be applied with a brush and then wiped off at the proper time to produce the desired effect.
   1. Spray application of paint and finish systems is acceptable for CMU, metal doors and frames, where Painting Subcontractor can demonstrate adequate control of overspray, control of coats, and has first obtained Architect’s written permission.
   2. CMU shall be rolled following spray application of paint to provide a dense, uniform appearance. Provide uniform final finishes, free of runs, sags, wrinkles, streaks, shiners, brush/roller marks, color variations and other imperfections.
E. Allow the required waiting period between successive coats in accordance with the approved manufacturer’s written instructions.

3.03 SURFACE PREPARATION AND APPLICATION OF RESINOUS COATING
A. Preparation:
   1. Concrete surfaces shall be abrasive blasted to remove all surfaces contaminants and laitance. The prepared concrete shall have a surface profile of CSP 4-6.
   2. After initial preparation has occurred, inspect the concrete for bug holes, voids, fins and other imperfections. Protrusions shall be ground smooth while voids shall be filled with a system compatible filler. For recommendations, consult with the Manufacturer’s Technical Service Department.
B. Temperature: Throughout the application process, substrate temperature should be 50° F - 90° F. Substrate temperature must be at least 5° F above the dew point. Applications on concrete substrate should occur while temperature is falling to lessen off-gassing. The material should not be applied in direct sunlight, if possible.
C. Mixing and Application:
   1. Add resin to hardener. Mix with low speed drill and Jiffy blade until uniform. To insure proper system cure and performance, do not deviate from the pre-package quantities.
2. Surface Prep Profile CSP 4-6:
   a. For < 8 lbs. moisture reading or < 85% RH, apply using a tight squeegee coat and backroll with a high quality 3/8 in. nap roller. Apply at a spread rate of 8-10 mils evenly with no puddles making sure of uniform coverage.
   b. For < 15 lbs. moisture reading or < 97% RH, apply using a tight squeegee coat and backroll with a high quality 3/8 in. nap roller. Apply at a spread rate of 16-20 mils evenly with no puddles making sure of uniform coverage.

3. Allow to cure 6 hours minimum. (cure times vary depending on environmental conditions).
4. Proceed with resinous system installation

3.04 TOUCH UP, CLEANING, AND PROTECTION

A. Touch up damaged coatings and finishes to eliminate evidence of repair.

B. Clean finished surfaces and remove all finish splatters from adjacent Work. Remove and replace Work that cannot be successfully cleaned.

C. Provide signs and temporary protection to ensure Work being without damage or deterioration at time of final acceptance. Remove protections and re-clean as necessary immediately before final acceptance.

3.05 RUBBISH REMOVAL

A. The General Contractor shall remove all waste and debris and legally disposed daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

3.06 LOCKER ROOM FINISH PAINTING SCHEDULE

A. The following finish systems refers to products of Sherwin Williams or Architect approved equal, unless indicated otherwise. Provide these systems or comparable systems from any specified manufacturer, as approved by the Architect.

1. INTERIOR H.M. DOORS AND FRAMES – PAINTED EPOXY SYSTEMS (WATER BASED)
   a. Gloss Finish:
      - Primer: Sherwin Williams Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0-10.0 mils wet, 1.8-3.6 mils dry)
      - Finish Coat 1: Sherwin Williams Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series
      - Finish Coat 2: Sherwin Williams Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat)
   b. Eg-Shel Finish:
      - Primer: Sherwin Williams Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0-10.0 mils wet, 1.8-3.6 mils dry)
      - Finish Coat 1: Sherwin Williams Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series
      - Finish Coat 2: Sherwin Williams Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat)

2. INTERIOR METAL HAND RAILINGS – PAINTED URETHANE SYSTEM (WATER BASED):
   a. Gloss Finish:
      - Primer: Sherwin Williams Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series. (5.0-10.0 mils wet, 1.8-3.6 mils dry)
      - Finish Coat 1: Sherwin Williams Pro Industrial Water Based Acrolon 100 Gloss, B65-720 Series
      - Finish Coat 2: Sherwin Williams Pro Industrial Water Based Acrolon 100 Gloss, B65-720 Series. (4.0-8.0 mils wet, 1.8-3.6 mils dry per coat)
3. INTERIOR CONCRETE CEILING - PAINTED
   Primer: Sherwin Williams Loxon Block Surfacer
   Finish Coat 1: Sherwin-Williams Pro Industrial Water Based Epoxy B73 Series (Gloss or Eg-Shel)
   Finish Coat 2: Sherwin-Williams Pro Industrial Water Based Epoxy B73 Series (Gloss or Eg-Shel)

4. INTERIOR CONCRETE FLOOR - SEALED
   Primer: Sherwin Williams Epoxy Resin Primer Resuprime MVT
   Finish Coat 1: Sherwin Williams High Performance Epoxy General Polymers 3746
   Finish Coat 2: Sherwin-Williams High Performance Epoxy General Polymers 3746. Top coating shall be mix with H&C Sharkgrip Slip-Resistant Additive or Architect approved equal.

5. INTERIOR CMU - PAINTED
   Primer: Sherwin Williams Pro Industrial Heavy-Duty Block Filler, B42W00150
   Finish Coat 1: Sherwin Williams Water Based Catalyzed Epoxy B73-300 Series
   Finish Coat 2: Sherwin Williams Water Based Catalyzed Epoxy B73-300 Series
PART 1 - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section includes, but is not limited to, furnishing and installation of the following:
      1. Interior room signage with raised numbers and Braille translation
      2. ADA specialty signage with raised numbers and Braille translation
      3. Room signage for every room and space designated on the Contract Drawings

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all of the Contract Documents for requirements which effect the Work of this Section.
   B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein
      4. DIVISION 04 – MASONRY; including all Sections contained therein
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
     10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
     11. Section 22 00 00 – Plumbing
     12. Section 23 00 00 - HVAC
     13. Section 26 00 00 – Electrical

1.04 QUALITY ASSURANCE
   A. Provide primary materials which are the products of one manufacturer for each type of material required for the Work of this Section. Provide secondary materials which are acceptable to the manufacturers of the primary materials.
   B. All rooms shown on the Drawings, whether specifically mentioned or not in the Signage Schedule, shall be provided with signage required by the Architect.
   C. Provide installed mock-up of each sign and graphic system specified at locations acceptable to Architect and obtain Architect’s acceptance of visual qualities. Protect and maintain acceptable mock-ups throughout the Work of this Section to serve as criteria for acceptance of this Work. Acceptable mock-ups may be incorporated into the finished Work.
1.05 SUBMITTALS
   A. Submit manufacturer’s product data, installation instructions, use limitations and recommendations for each material used. Provide manufacturer certifications demonstrating materials comply with specified requirements.
   B. Provide large scale shop drawings, including layouts of sign wording, spacing, type size, style, elevations, and details of anchorage's, connections and accessory items, required for fabrication, installation and erection of all parts of the Work.
   C. Submit representative, full size samples of each sign type to be installed under the Work of this Section that is to be exposed in the finished Work. Provide 3 in. x 3 in. samples showing the full range of color and finish variations expected.

1.06 DELIVERY, STORAGE AND HANDLING
   A. Deliver, store and handle materials provided under the Work of this Section in unopened factory labeled packages, and in accordance with the approved manufacturer’s written instructions, required to protect from damage before, during, and after installation. In the event of damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.

1.07 SEQUENCING AND SCHEDULING
   A. The Work of this Section shall be installed following receipt of Substantial Completion by the General Contractor, and prior to final approval by the Architect.

1.08 PRE-INSTALLATION MEETING
   A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions, determine acceptable mock-ups, and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 INTERIOR ROOM SIGNAGE
   A. Interior room signage shall be as manufactured by Best Sign Systems, or Architect approved equal by Mohawk Sign Systems or Bayuk Graphic Systems, that meet or exceed the following requirements:
      1. Signs shall be .125 in. thick melamine plastic laminate with contrasting core color. Material shall be non-static, fire retardant, self extinguishing, and impervious to most acids, alkalis, alcohol, solvents, abrasives, and boiling water, with square corners and fastened to substrate with four countersunk, tamper proof screws, or double faced, high bond, vinyl foam tape and silicone adhesive, approved by the Architect.
      2. Sign characters shall be formed by blast engraving of the background following application of a graphic mask to the finish surface, resulting in raised characters and 1/32 in. high, Grade 2 Braille, integral to the sign face. Braille characters shall be located below the corresponding raised characters and symbols, and separated by a 1/2 in. space.
      3. Provide two 1 in. wide horizontal slots with 1/2 in. space between, with clear lexan covers.
      4. Exposed background shall be finished with acrylic polyurethane paint with a non-glare finish, and a minimum 70% contrast ratio with the color of the finish characters, and a non-gloss finish of 11° to 19° on a 60° glossimeter. Colors of finish characters and background shall be as selected by the Architect from the approved manufacturer’s complete selection of standard and premium colors.
      5. Size of letters and characters shall be as follows:
         a. Numbers shall be 1 in. high
         b. Letters shall be 5/8 in. high
c. Symbols shall be 4 in. high

6. Sign size and configuration shall be as shown in Signage and Graphics Schedule located at the end of this Section. Provide ADA signs fabricated in accordance with ADAAG 4.30.1-7.

7. Recycled Content: 22% Pre-Consumer

PART 3 - EXECUTION

3.01 INSPECTION

A. The Sign Installer shall examine substrates, supports, and conditions under which this Work is to be performed and notify General Contractor, in writing, of conditions detrimental to the proper completion of the Work. Do not proceed with Work until unsatisfactory conditions are corrected. Beginning Work means Installer accepts substrates and conditions.

3.02 INSTALLATION

A. Installation of the Work of this Section shall be in accordance with the approved manufacturer’s written instructions, except where more restrictive requirements are specified in this Section.

B. Install Work plumb, level, in true plane and alignment. Provide signs and graphics where shown or scheduled using mechanical mounting methods for corridor, toilet room and public locations and adhesive attachment for office areas.

1. Provide blank white backers, equal in size to the sign back being covered, at all locations of room signs installed on glass. Room signs and backers mounted on glass shall be installed using clear silicone adhesive.

2. Install interior specialty signs at locations directed by the Architect.

3.03 ADJUSTING, CLEANING AND PROTECTION

A. Adjust Work to present the best possible appearance. Touch-up damaged finishes and repair damage to eliminate evidence of repair. Clean exposed surfaces using materials and methods recommended by manufacturer of material or product being cleaned. Remove and replace Work that cannot be successfully repaired or cleaned.

B. Provide temporary protection to ensure Work being without damage or deterioration at time of final acceptance. Remove protections and re-clean as necessary immediately before final acceptance.

3.04 RUBBISH REMOVAL

A. The General Contractor shall remove all waste and debris and dispose daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

END OF SECTION
Appendix A – Interior Room Signage Schedule
APPENDIX G – INTERIOR ROOM SIGN AND GRAPHICS SCHEDULE

TYPICAL

NOT AN EXIT
8" X 6"

NOTICE
NO EXIT

AREA OF REFUGE
6" X 8"

HANDICAP ACCESS
8" X 6"

HANDICAP ACCESS
SECTION 10 21 16

DRESSING COMPARTMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section includes, but is not limited to, furnishing and installation of the following:
      1. Solid plastic dressing compartments
      2. Solid plastic bench
      3. Dressing curtains
      4. Support and connection hardware

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all of the Contract Documents for requirements which affect the Work of this Section.
   B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein
      4. DIVISION 04 – MASONRY; including all Sections contained therein
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
     10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
     11. Section 22 00 00 – Plumbing
     12. Section 23 00 00 - HVAC
     13. Section 26 00 00 – Electrical

1.04 REFERENCES
   A. ASTM International (ASTM):

1.05 SUBMITTALS
   A. Provide manufacturer's product data, installation instructions, and catalogue cuts for hardware and accessories. Provide manufacturer certifications demonstrating materials comply with requirements.
B. Provide large scale shop drawings, plans, elevations, and details of anchorages, connections and accessory items for fabrication, installation and erection of all components and accessories installed under the Work of this Section.

C. Take accurate field measurements prior to preparation of shop drawings and final fabrication so as not to delay job progress.

D. Provide representative samples of each material that is to be exposed in the finished Work, showing the full range of color and finish variations expected. Provide solid plastic, polymer resin panel samples having minimum area of 3 in. x 3 in. Provide representative samples of connection hardware and door hinges showing quality and finish.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Minimum 5-year experience in manufacture of solid plastic shower and dressing compartments with products in satisfactory use under similar service conditions.

B. Installer Qualifications: Minimum 5-year experience in work of this Section.

1.07 WARRANTIES

A. Provide manufacturer’s 25-year warranty against breakage, corrosion, and delamination under normal conditions.

1.08 PRE-INSTALLATION MEETING

A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions, determine acceptable mock-ups, and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Provide floor mounted, overhead braced, ‘Dressing Compartments’ as manufactured by Scranton Products, or Architect approved equal by General Partitions, or Global Corporation.

2.02 MATERIALS

A. Panels and Pilasters:
   1. High Density Polyethylene (HDPE), fabricated from polymer resins compounded under high pressure, forming single thickness panel.
   2. Waterproof and nonabsorbent, with self-lubricating surface, resistant to marks by pens, pencils, markers, and other writing instruments.
   3. 1 inch thick with radiused edges.
   4. Fire hazard classification: Class A flame spread/smoke developed rating, tested to ASTM E84.
   5. Recycled content: Minimum 25 percent.
   6. Color: Architect to select from manufacturer’s full color range.

B. Aluminum Extrusions: ASTM B221, 6463-T5 alloy and temper.

C. Dressing Curtains: Vinyl, 42 inches wide x 72 inches high, hung with aluminum curtain hooks with self-lubricating Delrin slides.

2.03 COMPONENTS

A. Panels: 76 inches high, mounted to pilasters with continuous brackets and to panels with continuous extruded aluminum brackets or continuous extruded aluminum shower corner brackets.
B. Pilasters: 82 inches high, fastened to panels with continuous brackets.

C. Headrail: Heavy-duty extruded aluminum, anti-grip design, clear anodized finish, fastened to headrail brackets and top of pilaster using stainless steel tamper-resistant Torx head screws.

D. Headrail Brackets: 20 gage stainless steel, secured using stainless steel tamper-resistant Torx head screws.

E. Brackets: 76 inches long, extruded aluminum, clear anodized finish, attached using stainless steel tamper-resistant Torx head screws.

2.04 BENCHES

A. Provide floor mounted, HDPE, solid plastic benches, ‘Tufftec’ as manufactured by Scranton Products or Architect approved equal.

1. Bench tops shall be 1 in. (38 mm) thick with all edges rounded to a 1/4 in. (6 mm) radius. Standard bench top size is 9-1/2 inches (241 mm) wide by length not to exceed 96 in. (2438 mm) for one single piece.

2. Steel pedestals shall be 16-1/4 in. (413 mm) high, secured to bench tops with stainless steel tamper resistant Torx head screws and secured to the floor using lead expansion shields with 2 in. (51 mm) stainless steel Phillips head machine bolts.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install compartments in accordance with manufacturer’s instructions and approved Shop Drawings.

B. Install rigid, straight, plumb, and level.

C. Not Acceptable: Evidence of cutting, drilling, or patching.

3.02 ADJUSTING, CLEANING, & PROTECTION

A. Adjust operating parts to Work easily, smoothly, and correctly.

B. Clean and touch-up damaged surfaces and finishes in accordance with the approved manufacturer’s written instructions to eliminate evidence of repair. Remove and replace Work that cannot be successfully cleaned or repaired, as determined by the Architect.

C. Remove protective masking and re-clean as necessary immediately before final acceptance.

3.03 RUBBISH REMOVAL

A. The General Contractor shall remove all waste and debris and dispose daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

END OF SECTION
SECTION 10 28 00
TOILET AND BATH ACCESSORIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 1 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
A. The Work of this Section includes, but is not limited to, furnishing and installation of the following:
   1. Commercial quality stainless steel toilet accessories as indicated on Drawings and as scheduled herein
   2. Shower curtains and tracks

1.03 RELATED WORK SPECIFIED ELSEWHERE
A. Carefully examine all of the Contract Documents for requirements which affect the Work of this Section.
B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
   1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
   2. Section 02 41 13 – Selective Demolition
   3. DIVISION 03 – CONCRETE; including all Sections contained therein
   4. DIVISION 04 – MASONRY; including all Sections contained therein
   5. Section 05 50 00 – Metal Fabrications
   6. Section 06 10 00 – Rough Carpentry
   7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
   8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
   9. DIVISION 09 – FINISHES; including all Sections contained therein.
   10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
   11. Section 22 00 00 – Plumbing
   12. Section 23 00 00 - HVAC
   13. Section 26 00 00 – Electrical

1.04 QUALITY ASSURANCE
A. Provide toilet accessories which are the products of one manufacturer.

1.05 SUBMITTALS
A. Provide shop drawings for installation of all accessories, including plans, elevations, and details of anchorages, connections and installation aids.

1.06 DELIVERY, STORAGE AND HANDLING
A. Deliver, store and handle materials provided under the Work of this Section in unopened factory labeled packages, and in accordance with the approved manufacturer’s written instructions to protect from damage before, during, and after installation. In the event of damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.
1.07 PRE-INSTALLATION MEETING
   A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions, determine acceptable mock-ups, and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 MANUFACTURERS
   A. Bathroom accessories shall be Contura Series, as manufactured by Bobrick Washroom Equipment Co., or Architect approved equal by ASI or A&J Washroom Accessories, if they meet or exceed the requirements of these specifications.

2.02 MATERIALS
   A. Stainless Steel shall be AISI type 302/304, with NAAMM no. 4 satin finish, 22 gauge minimum.
   B. Galvanized sheet steel shall be G60, in accordance with requirements of ASTM A 527.
   C. Chromium plating shall be nickel and chromium electro-deposited on base metal of steel or brass, in accordance with requirements of ASTM B456, Type SC2.
   D. Provide exposed fasteners finished to match accessory. Where concealed provide galvanized fasteners and mounting kits of type to suit accessory and wall condition.
   E. Recycled Content: 50-70% Pre-Consumer.

2.03 FABRICATION
   A. Fabricate accessories to be straight, plumb, level and square with uniform, tight joints and smooth and rounded edges.
   B. Bathroom Accessories shall be based on Bobrick “Contura” line, or as otherwise approved by the Architect. Provide units to sizes, shapes, and profiles indicated on approved shop drawings.
   C. Provide anchorage arrangement which is fully concealed when unit is closed.
   D. Provide continuous stainless steel piano hinges for all accessories that open.
   E. Do not apply, stamp or engrave any trademark, trade name or manufacturer’s name on exposed surfaces.
   F. Provide locks for all accessories that open and provide two keys for each lock. Key all accessories the same.

PART 3 - EXECUTION

3.01 INSTALLATION
   A. Strictly comply with manufacturer’s instructions and recommendations, except where more restrictive requirements are specified in this Section. Beginning Work means Installer accepts substrates and conditions.
   B. Securely install at heights and locations indicated or if not indicated, at heights and locations as field directed by Architect. Where toilet room is indicated to be handicapped accessible, install toilet accessories at locations and heights required by authorities having jurisdiction for handicapped accessibility approved by the Architect.

3.02 ADJUSTING, CLEANING, PROTECTION
   A. Adjust operating parts to Work easily, smoothly, and correctly.
NEW BEDFORD HIGH SCHOOL
SWIMMING POOL LOCKER ROOM RENOVATIONS
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740
Mount Vernon Group Architects, Inc., Project No. 02014.69

B. Repair minor damage to all Work of this Section, including coatings and finishes, to eliminate all evidence of repair. Remove and replace Work which cannot be satisfactorily repaired, as determined by the Architect.
C. Provide temporary protection to ensure Work being without damage or deterioration at time of final acceptance. Remove protections and re-clean as necessary immediately before final acceptance.

3.03 RUBBISH REMOVAL
A. The General Contractor shall remove all waste and debris and dispose daily in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.

3.04 SCHEDULE OF ACCESSORIES
A. Toilet Accessories Schedule:
1. Provide accessories in accordance with the Toilet Accessories Legend included at the end of this Section.
2. All toilet rooms and individual stalls shown on the Drawings shall be provided with toilet accessories in accordance with the Toilet Accessories Legend.
3. The Toilet Accessory Subcontractor shall install toilet accessories and janitorial accessories as provided and directed by the Owner in accordance with the Contract Documents.

<table>
<thead>
<tr>
<th>TAG</th>
<th>MODEL</th>
<th>DESCRIPTION</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>B-264</td>
<td>Toilet Tissue Dispenser</td>
<td>2</td>
</tr>
<tr>
<td>A2</td>
<td>B-6806</td>
<td>Grab Bars; one set per HC toilet</td>
<td>2</td>
</tr>
<tr>
<td>A3</td>
<td>B-4112</td>
<td>Liquid Soap Dispenser</td>
<td>2</td>
</tr>
<tr>
<td>A4</td>
<td>B-1658-1836</td>
<td>Framed Mirror</td>
<td>2</td>
</tr>
<tr>
<td>A5</td>
<td>B-2620</td>
<td>Surface Mounted Paper Towel Dispenser</td>
<td>2</td>
</tr>
<tr>
<td>A6</td>
<td>B-2300</td>
<td>Freestanding Waste Receptacle</td>
<td>2</td>
</tr>
<tr>
<td>A7</td>
<td>B-4353</td>
<td>Recessed Sanitary Napkin Disposal</td>
<td>2</td>
</tr>
<tr>
<td>A8</td>
<td>B-4354</td>
<td>Partition Mounted Sanitary Napkin Disposal</td>
<td>2</td>
</tr>
<tr>
<td>A9</td>
<td>204-1, 204-2, B-207</td>
<td>Shower Curtain, Rod, and Hooks</td>
<td>2</td>
</tr>
<tr>
<td>A10</td>
<td>B-5181</td>
<td>Folding Shower Seat</td>
<td>2</td>
</tr>
<tr>
<td>A11</td>
<td>B-6806</td>
<td>Grab Bars; one set per shower stall</td>
<td>2</td>
</tr>
<tr>
<td>A12</td>
<td>B-295-16</td>
<td>Shelf</td>
<td>2</td>
</tr>
<tr>
<td>A13</td>
<td></td>
<td>Shower Head</td>
<td>2</td>
</tr>
<tr>
<td>A14</td>
<td>B-6827</td>
<td>Coat Hooks at all shower and toilet stalls</td>
<td>2</td>
</tr>
<tr>
<td>A15</td>
<td></td>
<td>Flexible Spray Unit at all HC showers</td>
<td>2</td>
</tr>
</tbody>
</table>

General Note:
Action 1: Supplied by Owner and installed by General Contractor
Action 2: Supplied and Installed by Toilet Accessory Subcontractor

END OF SECTION
SECTION 10 51 13
METAL LOCKERS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
   A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK
   A. The Work of this Section includes, but is not limited to, furnishing and installation of the following:
      1. All metal lockers as indicated on the Drawings, including but not limited to, double tier ventilated lockers and ADA compliant lockers.

1.03 RELATED WORK SPECIFIED ELSEWHERE
   A. Carefully examine all of the Contract Documents for requirements which affect the Work of this Section.
   B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following Divisions:
      1. DIVISION 01 – GENERAL REQUIREMENTS; including all Sections contained therein
      2. Section 02 41 13 – Selective Demolition
      3. DIVISION 03 – CONCRETE; including all Sections contained therein
      4. DIVISION 04 – MASONRY; including all Sections contained therein
      5. Section 05 50 00 – Metal Fabrications
      6. Section 06 10 00 – Rough Carpentry
      7. DIVISION 07 – THERMAL AND MOISTURE PROTECTION; including all Sections contained therein.
      8. DIVISION 08 – DOORS AND WINDOWS; including all Sections contained therein.
      9. DIVISION 09 – FINISHES; including all Sections contained therein.
     10. DIVISION 10 – SPECIALTIES; including all Sections contained therein.
     11. Section 22 00 00 – Plumbing
     12. Section 23 00 00 - HVAC
     13. Section 26 00 00 – Electrical

1.04 QUALITY ASSURANCE
   A. Provide lockers, accessories, and associated hardware which are the products of one manufacturer.
   B. All materials shall be completely free of asbestos or asbestos derivatives. The paint used shall be a high solids baked enamel completely free of all lead and chromate.

1.05 SUBMITTALS
   A. Submit manufacturer's product data, specifications and installation instructions.
   B. Provide large scale shop drawings, including plans, elevations, details of anchorages, fillers, trim, vertical sections, connections, accessory items, and locker numbering sequence, required for fabrication, installation and erection of the Work of this Section.
   C. Take accurate field measurements prior to preparation of shop drawings and final fabrication so as not to delay job progress.

Metal Lockers
10 51 13 - 1
D. Submit 3 in. x 3 in. fully finished steel samples showing the manufacturer's complete range of standard and premium colors and finishes, for selection by the Architect.

E. Provide a full size mock up of each locker type showing the full range of color and finish variations expected, operating hardware, and accessories. Mock up samples may be returned to the Installer for installation under the Work of this Section.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver lockers in the approved manufacturer’s unopened and labeled cartons. Store and handle in accordance with the approved manufacturer’s written instructions to protect all components from damage.

1.07 PRE-INSTALLATION MEETING

A. The General Contractor shall schedule a pre-installation meeting to establish compliance and expectation of Work, maintain optimum working conditions, determine acceptable mock-ups, and coordinate the Work of this Section with related and adjacent Work. The meeting shall be attended by the General Contractor, Architect, and related Subcontractors.

PART 2 - PRODUCTS

2.01 MATERIALS AND PRODUCTS

A. Provide 18 in. wide x 18 in. deep x 36 in. high, all welded, ‘Heavy Duty Ventilated Lockers’ as manufactured by Republic Storage Systems, or Architect approved equal by List or Penco. Double tier lockers shall be paired.

2.02 FABRICATION

A. All locker components, including doors, frames, bottoms, sides, backs, tops, and latching mechanisms shall be fabricated from prime grade, cold-rolled and leveled sheet steel of the specified gauge. Steel shall be fabricated to be free from buckle, scale, and surface imperfections, and suitable for application of the required high gloss, baked enamel finish.

B. Fabricate lockers to be straight and true, plumb, level and square with flat planes free from warps, kinks and dents. Fabricate Work with uniform, light-tight joints. All exposed metal edges shall be deburred and ground smooth to make all surfaces safe to touch. Assemble lockers using the approved manufacturer’s standard methods. Exposed fasteners on locker faces and inside face of doors shall not be allowed.

1. Locker body shall be fabricated from minimum 24-gauge sheet steel, including back panels, side panels, tops, and shelves. Bottoms shall be 16-gauge sheet steel. Tops, bottoms and shelves shall be flanged on all four sides, backs shall be flanged on two sides. Uprights shall offset at the front and be flanged to the rear to provide a double lapped rear corner. All fasteners shall be nickel plated steel at no more than 9 in. O.C.

2. Frames shall be fabricated from 16-gauge steel, and formed into deep 1” face channel shapes with a continuous vertical door strike integral with the frame on both sides of the door opening. Cross frame members shall be 16-gauge channel shapes, and shall be secured to vertical framing members to ensure a square and rigid assembly. Clear opening of the door frame shall provide clear access into locker equal to door width.

3. Doors and exposed side panels shall be one-piece, with bent, full perimeter, flanges fabricated from 16-gauge sheet steel. Provide continuous piano type hinge securely riveted to door and frame to permit 180° opening for each door. Doors shall be of “flush” design with top and bottom louvers or perforations, and 16 gauge, full height, reinforcement channel. Each door shall be provided with master keyed, built-in, combination locks providing a minimum of five combination changes, and riveted number plate.
4. Latching shall be by means of a one piece, pre-lubricated, spring steel latch completely contained under tension within the lock bar to provide a rattle free operation. The lock bar shall be pre-painted, double channel steel construction, and shall be securely contained in the door channel by self lubricating polyethylene guides that isolate the lock bar from metal to metal contact with the door. There shall be three latching points, and lock bar travel shall be limited by contacting resilient high quality elastomeric cushioning devices concealed inside the lock bar.

5. Provide two, double prong, clothes hook at each locker. Provide matching infill panel trim at the two ends of all locker runs and elsewhere to provide a complete and continuous installation.

6. Opening of locker door shall be by means of a non-protruding, 14 gauge, lifting trigger actuating the lock bar. The trigger shall be contained within a formed, 20 gauge, stainless steel pocket with the exposed portion encased in a molded ABS thermoplastic cover preventing metal to metal contact. The trigger shall be an integral part of the steel slide plate which transfers the lifting force to the lock bar.

7. Frame hooks shall be heavy duty steel and fully welded to the door frame. Provide a continuous vertical door strike to protect frame hooks from damage due to excessive closing force. Provide soft rubber silencers securely installed on each frame hook.

8. Locker colors shall be as selected by the Architect from the approved manufacturer’s complete selection of standard and premium colors. Two different locker colors will be selected. All locker components of a single locker, including doors, frames, bottoms, sides, backs, tops, and latching mechanisms shall be painted a single color.

C. Provide ADA compliant lockers for each respective locker type as described above. ADA lockers shall comply with the above referenced material specifications for wardrobe lockers, except for the following:

1. Shelf shall be located 12 in. above the floor of the locker.
2. Provide two, double prong clothes hook at each locker.
3. All designated HP lockers shall be provided with the approved manufacturer’s standard ADA compliant one touch access lock system activated by contacting a button key to the lock face, or Architect approved equal.

2.03 FINISHES

A. All steel locker components, including but not limited to, back panels, side panels, tops, bottoms, shelves, and latching mechanisms, shall be thoroughly machine cleaned and chemically treated with an iron phosphate coating to protect against rust and corrosion, and to insure proper bonding of the enamel finish. All components shall receive two coats of the approved manufacturer’s electrostatically applied, baked epoxy/polyester powder coat finish.

B. A maximum of four different locker colors to be selected from a manufacturer’s color chart with minimum 24 colors. All locker components of a single locker, including doors, frames, bottoms, sides, backs, tops, and latching mechanisms shall be painted a single color.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Installation of all locker components shall be in accordance with the approved manufacturer’s written instructions, except where more restrictive requirements are specified in this Section. Provide lockers in continuous runs, at locations shown on the Drawings. Install lockers and benches plumb, level and in accurate alignment. Beginning of Work means installer accepts substrates and conditions.

B. Lockers shall be securely fastened to walls and base with the approved manufacturer’s recommended fasteners at not more than 36 in. on center, horizontally and vertically. Conceal fasteners as much as possible.
3.02 ADJUSTING, CLEANING AND PROTECTION
   A. Adjust operating parts to work easily, smoothly, and correctly. Touch-up damaged coatings and finishes to eliminate evidence of repair. Repair minor damage to eliminate all evidence of repair. Clean exposed surfaces using materials and methods recommended by manufacturer of material or product being cleaned. Remove and replace Work that cannot be successfully cleaned or repaired, as determined by the Architect.

3.03 RUBBISH REMOVAL
   B. All waste and debris caused by the Work of this Section shall be removed and disposed daily by the General Contractor in accordance with requirements of Section 01 50 00 - Temporary Facilities and Controls.

END OF SECTION
SECTION 22 00 00
PLUMBING

(FILLED SUB BIDS REQUIRED)

PART 1 - GENERAL

1.01 FILED SUB-BID REQUIREMENTS

A. The Work of this Section is stipulated as a filed Sub-Bid under Paragraph D, Item 2 of the Form for General Bid.
B. All Sub-bids shall be submitted on the Form for Sub-Bid, included as Section 00 03 25 of these Specifications, in accordance with requirements of Section 44F of Chapter 149 of the General Laws, as amended.
C. The attention of Bidders is directed to Section 00 01 00 - Instructions to Bidders. Sub-Bids shall be filed with the Awarding Authority in accordance with requirements stipulated therein.
D. The Trade Contractor for this Section shall examine all drawings and specification sections for requirements that may affect the Work of this Section. The Work of this Section is shown primarily on the following listed Drawings: EX1.01 through A8.01 inclusive; VT.01; S0.01 through S1.03 inclusive; PD1.01 through P1.01 inclusive; MD1.01 through M2.01 inclusive; ED1 through E4.1 inclusive.

1.02 RELATED DOCUMENTS

A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

B. RELATED WORK IN OTHER SECTIONS

Carefully examine all the Contract Documents for requirements which effect the Work of this Section. Other Specification sections that may affect this trade are not included as part of the Plumbing Work and is to be performed under other Sections:

1) All Cutting and Patching
2) Temporary Heat
3) Temporary Light and Power
4) Excavation and Backfilling
5) Foundations and Trenching
6) Concrete Bases for Equipment
7) Flashing and Caulking
8) Painting
9) Heating, Ventilating and Air Conditioning
10) Electrical
11) Utilities Beyond Scope of Work Area (Locker/ Toilet Room Area)

1.03 WORK INCLUDED

The work under this Section shall include the furnishing of all material, labor, equipment, core drilling, staging, hoisting, rigging, and supplies and the performance of all operations to provide a complete working system as required by the Drawings and details and as specified herein, in general, to include the following items:

A. A New and Renovated Sanitary Waste and Vent System: System shall connect to each new or renovated fixture requiring Sanitary Waste and Vent. This System shall have a Sanitary Waste Discharge & Sanitary Vent Pipe extending to closest active line of sufficient size to remain or indicated on documents.

B. A New and Renovated Domestic Cold-Water System: System shall connect to each new or renovated fixture requiring Domestic Cold Water and shall have a Domestic Cold-Water feed extending from closest active line of sufficient size to remain or indicated on documents.
C. A. New and Renovated Domestic Hot-Water System: System shall connect to each new or renovated fixture requiring Domestic Hot Water and shall have a Domestic Hot Water feed extending from closest active line of sufficient size to remain or indicated on documents. This system may also include retrofitting existing hot water re-circulating piping.

D. All New Fixtures, Equipment, Piping and Material as listed in Plumbing Specifications or indicated on Plumbing drawings.

1.04 RELATED WORK IN OTHER SECTIONS

1.05 INTERPRETATION OF DRAWINGS

A. All work shown on the Drawings is intended to be approximately correct to scale, but figured dimensions and detail Drawings are to be followed in every case. The Drawings shall be taken in a sense as diagrammatic. Size of pipes or conduits and methods of running them are shown but it is not intended to show every offset and fitting, nor every structural difficulty that may be encountered.

B. To carry out the true intent and purpose of the Drawings, all necessary parts to make complete, approved working systems ready for use shall be furnished without extra charge.

C. Locations shown on the Drawings are approximate and it is intended that all equipment shall be located in accordance with the general and detail Drawings of the construction proper. All measurements shall be taken at the building before fabrication commences.

1.06 OBTAINING INFORMATION

A. Obtain from the manufacturer the proper method of installation and connection of the equipment that is to be furnished and installed. Obtain all information that is necessary to facilitate the work and to complete the project.

1.07 CO-OPERATION AND COORDINATION WITH OTHER TRADES

A. The work shall be so performed that the progress of the entire building construction, including all other trades, shall not be delayed and not interfered with. Materials and apparatus shall be installed as fast as conditions of the building will permit and must be installed promptly when and as directed.

B. Keep fully informed as to the shape, size and position of all openings required for all apparatus and give information in advance to build openings into the work. Furnish and set in place all sleeves, pockets, supports and incidentals.

C. All distribution systems which require pitch or slope such as plumbing drains shall have the right of way over those which do not. Confer with other trades as to the location of pipes, ducts, lights, and apparatus and install work to avoid interferences.

D. Plumbing Shop Drawings shall be prepared by the Plumbing Subcontractor, or as directed by the Architect, and sepia transparencies, or as directed by Architect, of these Drawings shall be used to work out the coordination of all work of all trades as specified in each applicable Section. Mechanical, fire protection and electrical systems shall be shown and coordinated on these transparencies in the order listed by the respective Subcontractors.

E. Prepare and submit for approval plans and sections clearly showing how the work is to be installed in relation to the work of other trades. Work that is installed before coordination with other trades or that causes interference with the work of other trades shall be changed to correct condition.
1.08 RECORD DRAWINGS

A. Purchase and maintain at the job site a complete and separate black line set of prints of the approved Working Drawings on which to accurately indicate daily progress by coloring materials and apparatus as installed. Schedules shall be modified to reflect data consistent with that of the installed equipment. Clearly show all changes to the work as a result of change orders, instructions issued by the Architect or conditions encountered in the field. Accurately indicate the location, size, type and elevation of new utilities and their relationship to existing utilities.

B. The marked-up and colored-in prints will be used as a guide for determining the progress of the work installed. They shall be inspected weekly by the General Contractor and Architect and shall be corrected immediately if found inaccurate or incomplete. Requisitions for payment will not be approved until the Drawings are accurate and up-to-date.

C. At the completion of the work, submit one (1) set of the marked-up prints for review and approval by the General Contractor and Architect. After approval these marked-up prints shall be used in the preparation of the Record Documents.

D. Obtain and pay for one (1) set of Plumbing electronic files (AutoCAD 2016 or later) and obtain the As-Built architectural backgrounds from the Architect. Make all modifications to these documents as shown on the marked up prints. Remove all superseded data to show the completed installation.

E. The electronic Plumbing files may be obtained from the Engineer. Arrange with the Architect to obtain As-Built architectural electronic files for correct up to date backgrounds.

F. Deliver the completed Record Documents properly titled and dated to the Architect. These shall become the property of the Owner.

G. Refer to General Conditions and Supplementary General Conditions for additional requirements which may be required.

H. Provide hard copies of the Record Documents as directed by Architect or Owner.

1.09 PERMITS, FEES, RULES AND REGULATIONS

A. Give the proper Authorities all requisite notices and information relating to the work under this Section. Obtain and pay for all fees, licenses, permits and certificates. Comply with the rules and regulations of all Local, State and Federal Authorities having jurisdiction, the rules and regulations of the National Board of Fire Underwriters and the Public Utilities Companies serving the building.

1.10 COMMISSIONING REQUIREMENTS

B. An independent Commissioning Agent (CxA) has been retained for this project. The commissioning process will be implemented in accordance with industry standard commissioning protocols and procedures.

C. This contractor shall assist and support the CxA as necessary in accordance with the requirements of specification section 01440 – COMMISSIONING REQUIREMENTS

1.11 PROTECTION OF WORK AND PROPERTY

A. Be responsible for the care and protection of all work included under this Section until it has been tested and accepted.
B. Protect all equipment and materials from damage from all causes including theft. All materials and equipment damaged or stolen shall be repaired or replaced with equal material or equipment.

C. Protect all equipment, outlets and openings with temporary plugs, caps and covers. Protect work and materials of other trades from damage that might be caused by work or workmen and make good damage thus caused.

D. Exterior of this building is considered wetlands and is to be treated and protected as such. Collect and dispose of all construction debris created by this trade in an appropriate manner. Do not allow fluids such as cutting oil, anti-freeze, gasoline and/or other fluids used during construction to spill, seep or contaminate the ground. Environmentally assessed fines and penalties created by this contractor shall be paid by this contractor.

1.12 SUBMITTAL REQUIREMENTS

A. Refer to General Conditions and Supplementary General Conditions for requirements all of which shall be included as part of these Specifications.

B. Submit for approval, within thirty (30) days after signing the Contract and prior to the submission of any shop drawings, an Indexed and Itemized List of Fixtures, Equipment, Pipe, Fittings, Devices and other Products proposed to be used under this Section. It is preferred one submittal package for all shop drawings, but separate submittals would be acceptable for individual Groups of similar type items. (fixtures, drainage specialties, Pipe & fittings, etc.)

C. After approval of Indexed and Itemized List, it shall become part of Electronic Submittals. All shop drawing information for equipment and fixtures submitted shall include complete specification, fixture or equipment identification tag or number as indicated on contract documents. Descriptions shall include type of materials, operating pressures and temperatures, capacities, performance and power requirements to determine compliance with Contract Documents. All data submitted shall be complete for all equipment and shall apply only to this specific project. Blanket type generic submittals not clearly identifying Specified and Required Information will not be accepted. Non-pertinent information to this project shall be removed if possible or crossed out if not removable.

D. Regardless of any information included in the shop drawings submitted for review, the requirements of the Drawings and Specifications shall not be superseded in any way by the shop drawings review.

E. Each submittal shall be reviewed, stamped and certified prior to submission to the Architect. Such certification shall be made by the Owner of the company or Corporate Officer of the Plumbing Subcontractor or by a person duly authorized to sign binding agreements for the Plumbing Subcontractor. The certification shall state that the data and details contained on each shop drawings, layout drawings, catalog data and brochure has been reviewed by the Plumbing Subcontractor and that it complies with the Contract Documents in all respects. Shop drawings, layout drawings, catalog data and brochures will not be reviewed and will be returned to the Plumbing Subcontractor unchecked unless they are certified.

F. It is intended that the Plumbing Subcontractor submit complete and accurate data at the first submission. If the shop drawing is returned marked "Resubmit," or "Not Accepted," only one (1) additional submission will be permitted.

G. Equipment shall be of proper size for its allotted space. Equipment shall be disassembled as required, without invalidating the manufacturers’ warranty, so that it can be installed through regular window, door, and/or louver openings.
H. The shop drawings and manufacturer's data shall be submitted in a timely manner sufficiently in advance to give ample time for checking, correcting, resubmitting and rechecking if necessary. No claim for delay will be granted for failure to comply with this requirement.

I. A minimum period of two weeks, exclusive of transmittal time, will be required in the Engineer's office each time shop drawings, layout drawings, and catalog data and brochures are submitted or resubmitted for review. This time period shall be considered by the Plumbing Subcontractor when scheduling his work.

1.13 MATERIAL AND EQUIPMENT STANDARD

A. Refer to General Conditions and Supplementary General Conditions regarding substitution of materials as it relates to this project.

B. Where materials or equipment are specified by patent proprietary name, or name of the manufacturer, such Specification shall be deemed to be used for the purpose of establishing a standard for that particular item. Substitutions may be offered for review provided the material, equipment or process offered for consideration is equal in every respect to that indicated or specified and only if the term "approved equal" appears.

1.14 GUARANTEE

A. Refer to General Conditions and Supplementary General Conditions for requirements all of which shall be included as part of this Specification.

B. Manufacturers shall provide their standard warranties for material and equipment furnished under this Section. Such warranties shall be in addition to and not in lieu of all liabilities which the manufacturer and Plumbing Subcontractor may have by law or by provisions of the Contract Documents.

C. All materials, equipment and work furnished under this Section shall be guaranteed against all defects in materials and workmanship for a period of one (1) year commencing with the date of Final Completion. Any failure due to defective material, equipment or workmanship which may develop shall be corrected at no expense to the Owner including all damage to areas, materials and other systems resulting from such failures.

D. Upon receipt of notice from the Owner of failure of any part of the systems during the guarantee period, the affected parts shall be replaced. Any equipment requiring excessive service shall be considered defective and shall be replaced.

1.15 CERTIFICATES OF APPROVAL

A. Upon completion of all work, furnish in duplicate, certificates of inspections from the domestic water booster, water heater, electric water cooler, penal fixtures and all other plumbing fixture manufacturers stating that authorized factory engineers have inspected and tested the operation of their respective equipment and found same to be in satisfactory operating condition.

1.16 OPERATING INSTRUCTIONS AND MAINTENANCE MANUALS

A. Give detailed instructions, prior to the completion of the work, to the responsible personnel designated by the Architect in the operation and maintenance of all work installed under this Section. A letter with two (2) copies containing the name of the person or persons to whom the instructions were given and the dates of the instruction period shall be submitted to the Architect at the completion of the project.
B. In addition, prepare three (3) sets of manufacturer's catalogs, other similar data including the necessary photographic equipment cuts and wiring diagrams covering all mechanical equipment and devices furnished and installed under this Section. These manuals shall provide complete instructions for the proper operation and use of the equipment together with instructions for lubrication and periodic maintenance and for trouble shooting. Operating instructions shall be specific for each system and shall include copies of posted specific instructions. This manual shall contain only that information which specifically applies to this project and all unrelated material shall be deleted. During the instruction period, this manual shall be used and explained. The material shall be bound in notebook form and indexed.

C. Provide name, address and telephone number of the manufacturer's representative and Service Company for each piece of equipment so that the source of replacement parts and service for each item of equipment can be readily obtained.

1.17 VALVE TAGS AND LISTS

Provide Valve tags in format of Existing New Bedford High School Valve Tag System. If no Valve Tag System exists, provide as follows:

A. The Plumbing Subcontractor shall provide on each ball valve, gate valve, globe valve, and on all automatic control valves installed under this Section, a 2" diameter brass tag with stamped numerals and letters painted white. The tags shall be attached to the valve handle or stem with brass chains and properly secured. All numbers shall be prefixed by letters corresponding to those listed for piping identification.

B. These numbers shall correspond with numbers indicated for valves and controls on the Record Drawings and on a minimum of two (2) printed valve lists. These printed lists shall state the number and locations of each valve and the section, fixture or equipment which it controls and other necessary information, such as requiring the opening or closing of another valve where one (1) valve is to be opened or closed.

C. Printed lists shall be prepared in a form to meet the approval of the Architect, framed under glass and displayed in rooms designated by the Architect.

1.18 PIPE IDENTIFICATION

A. Label each piece of mechanical equipment with a 1 1/2" x 4" long aluminum nameplate with a black enamel background and with the designated equipment and area or system served engraved in natural aluminum letters. Secure with two (2) "Phillips head" brass screws or machine bolt with locknuts. Nameplates shall be manufactured by Seton Nameplate Company, by Dennison Manufacturing Company, Markem Company or approved equal.

B. Identify piping as specified herein. Identification markers for piping 3/4" up to and including 5" shall be Setmark Type SNA. Piping 6" and above shall be identified with Setmark Type STR laminated plastic markers.

C. Exposed piping and piping above removable ceilings shall be identified at intervals of 20'-0"and on each side of wall, if wall extends to floor above and at each change of direction and on each side of wall, if wall extends to floor above together with an arrow showing the direction of flow.
D. Legend and colors shall conform to the following, with all lettering and arrow colored black:

<table>
<thead>
<tr>
<th>Service</th>
<th>Band Color</th>
<th>Legend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cold water</td>
<td>Blue</td>
<td>CW</td>
</tr>
<tr>
<td>Hot water</td>
<td>Red</td>
<td>HW</td>
</tr>
<tr>
<td>Hot Water re-circulating</td>
<td>Red</td>
<td>HWR</td>
</tr>
<tr>
<td>Sanitary</td>
<td>Brown</td>
<td>SAN</td>
</tr>
<tr>
<td>Vent</td>
<td>Brown</td>
<td>VENT</td>
</tr>
</tbody>
</table>

All nomenclature to be confirmed or adjusted to match Existing New Bedford High School Plumbing System Descriptions.

1.19 RESPONSIBILITY OF BIDDERS

A. Bidders shall examine all Drawings and Specifications issued and must be familiar with the codes, rules, and regulations (and the local interpretations) in effect at the site of the work.

B. Where any of the above is at variance with the Drawings and Specifications, the code requirements shall take precedence, and any cost necessary to meet these shall be included in the bid price.

C. The Plumbing Subcontractor is assumed to be skilled in the trade and is solely responsible for compliance with health and safety regulations, performing the work in a safe and competent manner and in installation procedures required for the work as outlined in these documents.

D. Address questions regarding Drawings/Specifications in writing to the Architect before award of contract; otherwise, Architect’s interpretation of meaning and intent of all shall be final.

1.20 SCHEDULE OF VALUES

A. The Plumbing Subcontractor must submit a breakdown of his contract price to aid the Architect in determining the value of work installed, as the job progresses.

B. No requisitions will be paid to the Plumbing Subcontractor until after the breakdown is delivered to the Architect.

END PART ONE
PART 2 – PRODUCTS

2.01 PIPE AND FITTINGS

A. Type A: Type ‘K’ hard drawn copper tubing with wrought copper sweat joint fittings joined with silver solder joints.

B. Type B: Type ‘L’ hard drawn copper tubing with copper sweat fittings joined with 95/5 tin antimony solder, lead free.

C. Type C: Service weight hubless cast iron soil pipe and fittings joined with approved stainless steel mechanical couplings with neoprene gaskets (except for urinal waste).

D. Type D: Service weight bell and spigot tarred or coated cast iron soil pipe and fittings joined with neoprene resilient gaskets.

E. Type E: Type DWV hard drawn seamless copper tubing with wrought copper drainage fittings joined with 50/50 solder (except for urinal/waste).

F. Type F: Type ‘L’ hard drawn copper tubing, copper sweat fittings with silver solder joints purged with nitrogen during procedure.

G. Pipe and fittings shall be in accordance with the following:

<table>
<thead>
<tr>
<th>Service</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interior cold-water</td>
<td>Type B</td>
</tr>
<tr>
<td>Hot water &amp; recirculating</td>
<td>Type B</td>
</tr>
<tr>
<td>Trap primer (below grade)</td>
<td>Type A</td>
</tr>
<tr>
<td>Sanitary w&amp;v (below grade)</td>
<td>Type D or E</td>
</tr>
<tr>
<td>Sanitary w&amp;v (above grade)</td>
<td>Type C or E</td>
</tr>
<tr>
<td>2”Ø &amp; smaller w&amp;v (above grade)</td>
<td>Type C or E</td>
</tr>
</tbody>
</table>

J. Provide dielectric fitting, couplings, adapters or other similar and approved devices between dissimilar metals (for corrosion control).

2.02 INSULATION

A. Insulate all water piping, including buried trap primer piping.
   Provide PVC jackets all water piping above grade.
   Provide Foamglas® by Pittwrap (black rapper) on buried trap primer piping.

B. Furnish all accessories and materials necessary for the installation of all insulation for the piping systems including all related equipment. All insulation shall be as manufactured by Owens Corning, Johns Manville, Certain Teed, Knauf or approved equal.

C. Insulation shall have composite (insulation, jacket or facing, and adhesive used to adhere the facing or jacket to the insulation) fire and smoke hazard ratings as tested by Procedure ASTM-E-84, NFPA 255, and UL-723, not exceeding a flame spread of twenty-five (25), fuel contribution of fifty (50), and smoke developed of fifty (50).

D. Accessories such as adhesives, mastics, cements and tapes shall have the component ratings as listed above for composite insulation in a wet as well as dry state. Any supplemental treatment of jackets or facings to impart increased flame and smoke safety ratings to meet the Specification is prohibited.
E. The jacket shall have a pressure sealing lap adhesive to eliminate the use of staples, adhesives or bands. Installation shall be in accordance with manufacturer’s recommendations.

F. Valves and fittings shall be insulated with Zeston Hi-Lo Temp insulation of thickness equal to adjacent piping and covered with Zeston one (1) piece PVC insulated fitting covers and bound with Zeston Z-tape of a width recommended by manufacturer.

G. Insulation shall be in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Service</th>
<th>Insulation Thickness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cold Water</td>
<td>1&quot;</td>
</tr>
<tr>
<td>Non-Potable</td>
<td>1&quot;</td>
</tr>
<tr>
<td>Hot Water &amp; Hot Recirculating</td>
<td>1&quot;</td>
</tr>
</tbody>
</table>

H. Provide Foamglas® by Pittwrap (black rapper) on buried trap primer piping.

2.03 PIPE HANGERS AND SUPPORTS

A. Unless noted otherwise, all hangers and support figure numbers referred to are Carpenter Patterson, Incorporated, Grinnell, Walworth or approved equal. All hangers must be Underwriters’ Laboratories, Inc., U.S.A. approved design.

B. Hangers and supports for drainage, vent, gas and air piping shall be of the following types.

1) Steel clevis hangers, Figure No. 100, attached to steel rod with two (2) nuts for piping 3" and larger.

2) For piping 2 1/2" and smaller, steel clevis hanger Figure No. 100SH or steel band adjustable swivel ring hanger Figure No. 800.

3) Beam clamps shall be Figure No. 196 with Figure No. 22 retaining clip.

4) Riser clamps shall be Figure No. 126CT. Riser clamps shall be installed and all risers through floors, at each floor.

C. Hangers and supports for water piping shall be of the following types:

1) Steel clevis hangers Figure No. 100 SH attached to steel rod with two (2) nuts for piping 3 inch and larger.

2) For piping 2-1/2 inch and smaller, steel clevis hanger Figure No. 100SH or steel band adjustable swivel ring hanger Figure No. 800 with Figure No. 265P shield.

3) Beam clamps shall be Figure No. 196 with Figure No. 22 retaining clip.

4) In lieu of individual hangers, Figure No. 342 gang hangers, clips and shields may be used.

D. Each hanger shall be equipped with an insulation shield to support the insulation and prevent the hanger from deforming the insulation.

Plumbing
22 00 00-9
E. Each hanger shall be oversized so that the hanger will allow the insulation to pass through undisturbed and uncut.

F. Each hanger that has direct contact with pipe shall be vinyl coated for rust protection.

G. **Fixture Supports:**

1. All fixtures and equipment shall be supported and fastened in a satisfactory manner. Where wall hung fixtures are secured to masonry or tile walls or partitions, they shall be fastened with 1/4" through bolts provided with nuts and washers or plates at back, except where chair carriers are used. Bolt heads and nuts shall be hexagon and exposed bolts, nuts, washers and screws shall be chromium plated brass. Where secured to concrete or brick walls, they shall be fastened with brass bolts or machine screws in lead sleeve type expansion shields and shall extend at least 2" into solid concrete or brick.

2. Where chair carriers are required, they shall be completely concealed in the building construction and shall rigidly support the fixture from the floor. Chair carriers shall be adjustable both vertically and horizontally and shall support fixtures in such a manner that no part of the fixtures shall be supported by the wall or partition. All wall hung fittings and chair carriers furnished complete with foot. These fittings shall be cast iron, vertical type, except as otherwise indicated on the Drawings, fitted with face plate of the proper style to accommodate the water closet specified, furnished complete with the necessary bolts, nuts and washers as well as connecting nipples of the proper length with gaskets for the closet connection.

**2.04 CLEANOUTS**

Cleanouts shall be as manufactured by Josam Manufacturing Company, J.R. Smith Manufacturing Company, Zum Industries, Inc., or approved equal. The following series numbers are intended to establish a level of quality and comparison.

A. **Type A:** JR Smith Fig. 4020-U Duco cast iron floor cleanout. Round adjustable scoriated secured nickel bronze top.

B. **Type B:** JR Smith Fig. 4472 cast bronze taper thread plug with stainless steel cover and screw.

C. **Type C:** JR Smith Fig. 4470 recessed bronze NPT threaded plug for use in conjunction with standard pipe fittings.

D. **Type D:** JR Smith Fig. 4240 or 4237 Duco cast iron cleanout with round adjustable scoriated secured nickel bronze type outlet to match piping material. Heavy Duty for vehicle traffic.

E. Cleanouts shall be in accordance with the following:

- **Sanitary, Waste Buried: General Floor Areas** Type A
- **Sanitary, Waste in Walls:** Type B
- **Sanitary, Waste at Base of Stacks:** Type C
- **Sanitary, Waste at Changes in Directions:** Type C
- **Sanitary Waste in Sallyports Room** Type D

See DRAINAGE SPECIALTY SCHEDULES on Drawings for additional information.
2.05 VALVES

A. In general, all valves shall be of the same manufacturer and placed in accessible locations and set in a vertical position with the valve stems and handles facing upward. All valves shall be Watts Regulator Co., Apollo, Nibco or approved equal.

B. Shut Off Valves (Domestic Water and Compressed Air 2" and Smaller): Watts No. B-6081 two (2) piece full port bronze ball valve with solder ends and stainless steel ball and stem.

C. Check Valves (2" and Smaller): Watts CVS series straight pattern bronze check valve with solder ends.

D. Drain Valves: Watts Model BD-1 cast brass drain valve with cast iron hand wheel, 1/2 inch sweat or male threaded end, 3/4" hose thread outlet with cap and chain.

E. All ball valves for installation in insulated piping shall have valve extensions to suit insulation thickness.

F. Shut off Valves (Natural Gas 2" and Smaller): Watts No. B-6000-UL-MASS two (2) piece bronze ball valve with threaded ends, approved for natural gas use. Connections shall be made with a union, gas shut-off valve and 24" long approved flexible hose.

G. Provide valves at all mains, branches and risers.

2.06 FLOOR DRAINS / ROOF DRAINS

A. All floor/roof drains shall be the product of one manufacturer such as Jay R. Smith, Josam, Zurn or approved equal. For specific types refer to the Schedule on the Drawings DRAINAGE SPECIALTIES.

2.07 PLUMBING FIXTURES & FAUCETS

All fixtures and faucets shall be Massachusetts approved products and listed on their web site.

A. Each type of Plumbing Fixture shall be by the same manufacturer.

B. China Fixtures shall be: Eljer, American Standard, Kohler, Crane or approved equal.

C. Other style or types of fixtures shall be as scheduled or approved equal.

D. All exposed trim, fittings, valves and piping shall be chrome-plated brass or stainless steel.

E. Brand names and model numbers are intended to establish a standard of quality expected. Model numbers are for specific for specific types refer to the Drawings. SCHEDULE – PLUMBING FIXTURES & PIPE SIZES.

G. Faucets shall be as manufactured by Symmons, Delta, Chicago, Central Brass or other approved equal.

2.08 ACCESS PANELS

A. Furnish access panels for access to all concealed parts of the plumbing systems that require accessibility for the proper operation and maintenance of the system. Locations shall be approved by the Architect prior to installation. Coordinate locations with all other trades prior to seeking Architect approval.

B. Size shall be sufficient for the purpose, but no less than 12" x 18".

C. Access doors shall be prime coated of rust inhibitive paint, continuous hinge and manufactured by J. R. Smith Mfg. Co., Mifab or Walsh-Hannon-Gladwin, Inc., "Way Lector." Type shall be as follows:
NEW BEDFORD HIGH SCHOOL
SWIMMING POOL LOCKER ROOM RENOVATIONS
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740
Mount Vernon Group Architects, Inc., Project No. 02014.69

June 5, 2019

SWIMMING POOL LOCKER ROOM RENOVATIONS
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740
Mount Vernon Group Architects, Inc., Project No. 02014.69

1) **Acoustical Tile Ceilings**: Style A with 16-gauge frame, 18 gauge panel and flush screwdriver operated cam locks.

2) **Suspended Drywall Lath and Plaster Ceilings**: Style K with 16-gauge frame, 14 gauge panel and flush screwdriver operated cam locks if applicable.

3) **Masonry Non-rated Walls**: Style M with 16-gauge frame, 14 gauge panel and flush screwdriver operated cam locks.

D. Refer to the Contract Architectural Reflected Ceiling Drawings for plaster ceiling locations where the above panels are applicable.

E. Point out to the Ceiling Subcontractor exactly which tile units are to be marked with a colored button to indicate equipment above.

2.10 **HOSE BIBS**

A. Hose bibs shall be Chicago Faucet, sill faucet with vacuum breaker and tee handle, chromium plated or approved equal. For specific types refer to the Drawings - SCHEDULES.

2.11 **WATER HAMMER ARRESTORS**

A. Maintenance free water hammer arresters shall be furnished and installed at all locations in the water systems where quick acting valves are installed as well as wherever water hammer may occur.

B. Water hammer arresters shall be as manufactured by Josam Manufacturing Company, J.R. Smith Manufacturing Company, Zurn Systems or Precision Plumbing Products, Incorporated. Arresters shall be installed at each and every item as listed above. Where a single branch water pipe serves a multiple of fixtures or items as listed above, water hammer arresters may serve groups of fixtures. Sizing and placement shall be in accordance with PDI Standard PDI-WH 201 and the manufacturer's recommendations.

2.12 **WALL HYDRANTS**

A. J.R. Smith, Josam, Zurn or equal bronze wall hydrant with bronze face, stainless steel casing, T-handle key, and vacuum breaker. For specific types refer to the Drawing Schedule and Plans.

END PART TWO
PART 3 - EXECUTION

3.01 DOMESTIC WATER SYSTEMS

A. All copper tubing shall be cut accurately to measurements obtained at the site and shall be installed without springing or forcing.

B. Branch lines from service or main lines may be taken off the top or bottom of main using such crossover fittings as may be required by structural or installation conditions. All service pipes, fittings and valves shall be kept at sufficient distance from other work to permit not less than 1/2" from finished coverings and such other work and not less than 1/2" between finished coverings on the different services.

C. All piping shall be supported from the building structure with pipe hangers. In general, all lines shall be installed concealed above ceilings in finished spaces where they may occur.

D. All copper tubing shall be cut true with cutters; the ends shall be reamed out to the full inside diameter of the pipe. Cap all open ends to prevent the entrance of debris.

E. Provide shock absorbers (water hammer arresters) as required.

F. Provide valves on every branch, to groups of fixtures and wherever indicated on the Drawings.

G. Pipes shall be run parallel and graded evenly to draining points. Provide a drain valve with cap and chain at each low point in piping so that all parts of the systems can be drained down.

3.02 STERILIZATION

Disinfection and Sterilization of Domestic Water Supply and Distribution System. The Potable Water System shall be disinfected in accordance with one of the following methods before it is placed in operation:

A. The system, or part thereof, shall be filled with a water and chlorine solution which contains 50 parts per million of available chlorine; and the same shall then be allowed to stand six hours before the system or part thereof, is flushed and returned to service.

B. The system, or part thereof, shall be filled with a solution which contains 100 parts per million of available chlorine; and the same shall then be allowed to stand two hours before the system, or part thereof, is flushed and returned to service.

C. Where it is not possible to disinfect a potable water storage tank as provided by 248 CMR 10.14(13) (a) or (b), the entire interior of the tank shall be swabbed with a solution which contains 200 parts per million of available chlorine; and the solution shall then be allowed to stand two hours before the tank is flushed and returned to service. For a potable water filter or similar device, the Massachusetts Department of Environmental Protection shall determine the dosage.

D. The disinfection process shall be performed, witnessed and signed off on by the Contractor. All documentation shall be forwarded for project closeout and final acceptance. This shall include acceptance by the Local Board of Health or other governing agencies.

3.05 SANITARY SYSTEMS

A. Soil, waste and vent piping inside the building shall be run as indicated on the Drawings, properly secured to the building structure with iron hangers. Extend to roof all lines of soil, waste and vent
piping in stacks with all branches and fittings required and extension through roofs as required by the Local Plumbing Code. Where an end circuit vent pipe from any fixture or line of fixtures is connected to a vent line serving other fixtures, the connection shall be at least 3’ or sufficiently above the floor on which the fixtures are located to prevent the use of the vent line as a waste.

B. All changes in pipe size and direction on soil and waste lines shall be made with Y’s and cleanouts, reducing fittings or recessed reducers. Y’s and 45 degree fittings or 45 degree combination fittings shall be used wherever possible. Use long sweep bends at the bottom of stacks.

C. All fixtures and drains on the sanitary drainage system shall be separately trapped and each trap shall be vented.

D. Sanitary long sweep bends and Y’s shall be used for connections to branch lines for fixtures and T.Y’s on vertical runs of pipe only. Long turn fittings shall be used wherever conditions permit. Short radius fittings may be installed where in conformity with the Plumbing Code. Furnish and install cleanouts at the bottom of all soil and waste stacks, at every change in direction on soil and waste piping. Plug all temporary open ends to prevent the entrance of debris.

E. This Contractor shall ensure that underground piping is installed properly in trenches. Sufficiently tamped earth, free of rocks and debris at required depths and grades in imperative to maintain proper drainage. See Mass State Plumbing Code, Section 10.05 (5) a, b, c, d.

3.06 INSULATION

A. All pipe covering and insulation shall be carefully applied by mechanics skilled in the trade. All insulation shall be as manufactured by Owens Corning or approved equal.

B. Pipe coverings and insulation shall be installed on all piping, valves and fittings except piping, valves and fittings designated to be chrome-plated. Provide PVC jackets in wet areas.

C. All systems shall be tested and approved prior to installing pipe covering and insulation.

D. Staples are not to be used.

E. All pipe covering and insulation shall pass through all walls, ceiling and floor continuously. The only area where the insulation shall not pass continuously shall be at riser clamps. Hangers shall be installed with insulation shields on the outside of the insulation.

3.07 PIPE, HANGERS AND SUPPORTS

A. All piping shall be rigidly supported from the building structure by means of approved hangers and supports. Pipes shall be supported to maintain required grading and pitching of lines to prevent vibration and to secure piping in place and shall be arranged so as to provide for proper expansion and contraction of pipe.

B. All horizontal piping shall be hung with approved adjustable, malleable iron pipe hangers, unless otherwise specified and spaced not over the following distances:

<table>
<thead>
<tr>
<th>Material</th>
<th>Spacing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cast Iron</td>
<td>5'-0&quot; at Joint</td>
</tr>
<tr>
<td>Copper Tubing and Brass Pipe</td>
<td>6'-0&quot; on Center</td>
</tr>
<tr>
<td>Steel Pipe</td>
<td>10'-0&quot; on Center</td>
</tr>
</tbody>
</table>

Plumbing 22 00 00-14
C. Rod size shall be the same as that approved for use with the hanger assembly, and the size of the rods shall not be less than given in the following table:

<table>
<thead>
<tr>
<th>1/2” to 4” Pipe</th>
<th>3/8” Rod</th>
</tr>
</thead>
<tbody>
<tr>
<td>5” and larger</td>
<td>1/2” Rod</td>
</tr>
</tbody>
</table>

D. All auxiliary framing required supporting plumbing piping between structural frames or grids where they occur will be a part of this Section.

3.08 SLEEVES AND ESCUTCHEONS

A. All pipes passing through floors, walls, or partitions shall be provided with sleeves having an internal diameter 1 1/2” (3/4” annular space) larger than the outside diameter of the pipe or insulation on covered lines, except as otherwise specified herein.

B. Sleeves for all pipes through walls, beams, and partitions shall finish flush with the finish line of the walls, beams and partitions.

C. Where pipes pass through exterior walls above grade, the space between pipe and sleeve (surface of insulation and sleeve for insulated lines) shall be filled with a suitable non-combustible insulation and the exterior face fully sealed against the weather.

D. Sleeves for all piping shall extend 2 inches above finish floor (except where under partitions, the sleeves shall be flush with bottom of the partition) and after the installation of pipe shall be packed and made watertight with fire retardant sealant.

E. Sleeves through floors or interior masonry walls shall be of galvanized iron pipe or wrought iron pipe, except where located in concealed pipe spaces they shall be of 22 gauge galvanized sheet steel.

F. Sleeves for piping to receive insulation shall be large enough to allow continuous insulation through sleeves.

G. Spacing between or location of pipe sleeves in floor slabs, structural beams or structural walls shall be subject to the Engineer's approval.

H. Escutcheons shall be provided around all exposed insulated or bare pipe passing through walls, partitions, ceilings, and floors. Escutcheons shall be of sufficient outside diameter to cover the sleeve opening and shall fit snugly to the wall, partition, floor or ceiling.

I. Provide firesafing for all pipes at fire rated walls, floors, ceilings, etc. of the same rating as those penetrated as per The Massachusetts State Building Code 6th Edition.
3.09 CLEANOUTS
   A. All cleanouts shall be set flush with walls or floors. Finish shall be protected during construction with proper covering.

3.10 VALVES
   A. All valves furnished and installed under this Section shall be located in a manner to allow proper access for service and repair.
   B. In no case shall valve stem and handle be installed below the center line of the pipe it serves.

3.11 FLOOR DRAINS
   A. Floor drains shall be furnished and installed by the Plumbing Subcontractor; he shall be responsible for correctly setting these drains at the proper grade to assure proper drainage from all surrounding areas. These drains shall be as manufactured by J.R. Smith, Zurn, Josam or approved equal. Sizes of drains shall be the same size as the pipe they serve.

3.12 ACCESS PANELS
   A. Furnish and deliver access panels for access to all concealed parts of the plumbing systems that require accessibility for the proper operation and maintenance of the system. Access panels shall be installed by the General Contractor.
   B. Provide information to the General Contractor for all required access panels in walls, ceilings and floors, for access to concealed plumbing equipment and valves. The exact sizes and physical locations shall be to suit accessibility and construction conditions and shall be approved by the Architect.

3.13 PLUMBING FIXTURES
   A. All plumbing fixtures, except as otherwise noted, shall be furnished and installed by the Plumbing Subcontractor; he shall be responsible for correctly setting these fixtures as shown on the Contract Drawings and interior elevations.
   B. Fixtures designated as handicapped use shall be mounted in accordance with Local Codes.

3.14 PIPE IDENTIFICATION
   A. Exposed piping and piping above removable ceilings, shall be labeled at 20'-0" intervals, at each change in direction and on either side of a floor or wall penetration.
   B. All labels should be placed so that they can be easily read from the floor.

3.15 VALVE TAGS
   A. Tags shall be attached to the valve handles or stem necks with brass hooks or chains and properly secured. All numbers shall be prefixed by letters corresponding to those listed for pipe identification.
   B. These numbers shall correspond with numbers indicated for valves and controls on the Record Drawings and on a minimum of two (2) printed valve lists. These printed lists shall state the number and locations of each valve and control and the section, fixtures or equipment which it controls and

Plumbing
22 00 00-16
other necessary information, such as requiring the opening or closing of another valve when one (1) valve is to be opened or closed.

3.16 TESTS AND APPROVALS

A. Pipe lines shall be blown or flushed clean before piping tests are applied. All plumbing work shall be tested as herein specified. No portion shall be covered, concealed, used or made inaccessible to testing, inspection, repair, correction or replacement until tests thereof have been satisfactorily completed in the presence of the Architect's Authorized Representatives and the Owner's Representative. The Plumbing Subcontractor must accommodate his testing operations to the progress of the project as a whole. Correct all defects appearing under test and repeat the tests until all parts of the work have withstood them successfully.

B. Furnish all labor, material and services for testing, including testing plugs, pumps and compressors. Make and remove all temporary piping connections required for the tests and dispose of test water and all wastes after tests. Leave all work in good order, ready for full use.

C. Tests on all plumbing systems shall be made in accordance with the requirements of the Plumbing Code.

END OF SECTION
PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01- General Requirements, apply to the Work of this Section.

1.02 RELATED WORK IN OTHER SECTIONS

A. Carefully examine all the Contract Documents for requirements which effect the Work of this Section. Other Specification sections that may affect this trade are not included as part of the Plumbing Work and is to be performed under other Sections:
   1) All Cutting and Patching
   2) Temporary Heat
   3) Temporary Light and Power
   4) Excavation and Backfilling
   5) Foundations and Trenching
   6) Concrete Bases for Equipment
   7) Flashing and Caulking
   8) Painting
   9) Plumbing
  10) Electrical
  11) Utilities Beyond Scope of Work Area (Locker/Toilet Room Area)

1.03 WORK INCLUDED

A. The work under this Section shall include the furnishing of all material, labor, equipment, core drilling, staging, hoisting, rigging, and supplies and the performance of all operations to provide a complete working system as required by the Drawings and details and as specified herein, in general, to include the following items:

1.04 INTERPRETATION OF DRAWINGS

A. All work shown on the Drawings is intended to be approximately correct to scale but figured dimensions and detail Drawings are to be followed in every case. The Drawings shall be taken in a sense as diagrammatic. Size of equipment, pipes and methods of running them are shown but it is not intended to show every offset and fitting, nor every structural difficulty that may be encountered.

B. To carry out the true intent and purpose of the Drawings, all necessary parts to make complete, approved working systems ready for use shall be furnished without extra charge.

C. Locations shown on the Drawings are approximate and it is intended that all equipment shall be located in accordance with the general and detail Drawings of the construction proper. All measurements shall be taken at the building before fabrication commences.

1.05 OBTAINING INFORMATION

A. Obtain from the manufacturer the proper method of installation and connection of the equipment that is to be furnished and installed. Obtain all information that is necessary to facilitate the work and to complete the project.
1.06 CO-OPERATION AND COORDINATION WITH OTHER TRADES

A. The work shall be so performed that the progress of the entire building construction, including all other trades, shall not be delayed and not interfered with. Materials and apparatus shall be installed as fast as conditions of the building will permit and must be installed promptly when and as directed.

B. Keep fully informed as to the shape, size and position of all openings required for all apparatus and give information in advance to build openings into the work. Furnish and set in place all sleeves, pockets, supports and incidentals.

C. All distribution systems which require pitch or slope such as plumbing drains shall have the right of way over those which do not. Confer with other trades as to the location of pipes, ducts, lights, and apparatus and install work to avoid interferences.

D. Mechanical Shop Drawings shall be prepared by the Mechanical Subcontractor, or as directed by the Architect, and sepia transparencies, or as directed by Architect, these drawings shall be used to work out the coordination of all work of all trades as specified in each applicable Section. Plumbing, fire protection and electrical systems shall be shown and coordinated on these transparencies in the order listed by the respective Subcontractors.

E. Prepare and submit for approval plans and sections clearly showing how the work is to be installed in relation to the work of other trades. Work that is installed before coordination with other trades or that causes interference with the work of other trades shall be changed to correct condition.

1.07 RECORD DRAWINGS

A. Purchase and maintain at the job site a complete and separate black line set of prints of the approved Working Drawings on which to accurately indicate daily progress by coloring materials and apparatus as installed. Schedules shall be modified to reflect data consistent with that of the installed equipment. Clearly show all changes to the work as a result of change orders, instructions issued by the Architect or conditions encountered in the field. Accurately indicate the location, size, type and elevation of new utilities and their relationship to existing utilities.

B. The marked-up and colored-in prints will be used as a guide for determining the progress of the work installed. They shall be inspected weekly by the Architect and shall be corrected immediately if found inaccurate or incomplete. Requisitions for payment will not be approved until the Drawings are accurate and up-to-date.

C. At the completion of the work, submit one (1) set of the marked-up prints for review and approval by the General Contractor and Architect. After approval these marked-up prints shall be used in the preparation of the Record Drawings.

D. Obtain and pay for one (1) set of Mechanical electronic files (AutoCAD 2014 or later) and obtain the As-Built architectural backgrounds from the Architect. Make all modifications to these documents as shown on the marked up prints. Remove all superseded data to show the completed as-built plumbing installation.

E. The Mechanical files may be obtained from the Engineer. Arrange with the Architect to obtain As-Built architectural electronic files for the backgrounds.

F. Deliver the completed as-built electronic files and (1) one set of reproducible Record Drawings properly titled and dated to the Architect. These shall become the property of the Owner.

G. Refer to General Conditions and Supplementary General Conditions for additional requirements which may be required.

H. Provide hard copies of the Record Documents as directed by the Architect or Owner.

1.08 PERMITS, FEES, RULES AND REGULATIONS

A. Give the proper Authorities all requisite notices and information relating to the work under this Section. Obtain and pay for all fees, licenses, permits and certificates. Comply with the rules and regulations of all Local, State and Federal Authorities having jurisdiction, the rules and regulations of the National Board of Fire Underwriters and the Public Utilities Companies serving the building.
1.09 PROTECTION OF WORK AND PROPERTY

A. Be responsible for the care and protection of all work included under this Section until it has been tested and accepted.

B. Protect all equipment and materials from damage from all causes including theft. All materials and equipment damaged or stolen shall be repaired or replaced with equal material or equipment.

C. Protect all equipment, outlets and openings with temporary plugs, caps and covers. Protect work and materials of other trades from damage that might be caused by work or workmen and make good damage thus caused.

D. Exterior of this building is considered wetlands and is to be treated and protected as such. Collect and dispose of all construction debris created by this trade in an appropriate manner. Do not allow fluids such as cutting oil, anti-freeze, gasoline and/or other fluids used during construction to spill, seep or contaminate the ground. Environmentally assessed fines and penalties created by this contractor shall be paid by this contractor.

1.10 SUBMITTAL REQUIREMENTS

A. Refer to General Conditions and Supplementary General Conditions for requirements all of which shall be included as part of these Specifications.

B. Submit for approval, within thirty (30) days after signing the Contract and prior to the submission of any shop drawings, an Indexed and Itemized List of Fixtures, Equipment, Pipe, Fittings, Devices and other Products proposed to be used under this Section.

It is preferred one submittal package for all shop drawings, but separate submittals would be acceptable for individual Groups of similar type items.

C. After approval of Indexed and Itemized List, it shall become part of Electronic Submittals. All shop drawing information for equipment and fixtures submitted shall include complete specification, fixture or equipment identification tag or number as indicated on contract documents. Descriptions shall include type of materials, operating pressures and temperatures, capacities, performance and power requirements to determine compliance with Contract Documents. All data submitted shall be complete for all equipment and shall apply only to this specific project. Blanket type generic submittals not clearly identifying Specified and Required Information will not be accepted. Non-pertinent information to this project shall be removed if possible and crossed out if not removable.

D. Regardless of any information included in the shop drawings submitted for review, the requirements of the Drawings and Specifications shall not be superseded in any way by the shop drawings review.

E. Each submittal shall be reviewed, stamped and certified prior to submission to the Architect. Such certification shall be made by the Owner of the company or Corporate Officer of the Plumbing Subcontractor or by a person duly authorized to sign binding agreements for the Plumbing Subcontractor. The certification shall state that the data and details contained on each shop drawings, layout drawings, catalog data and brochure has been reviewed by the Plumbing Subcontractor and that it complies with the Contract Documents in all respects. Shop drawings, layout drawings, catalog data and brochures will not be reviewed and will be returned to the Plumbing Subcontractor unchecked unless they are certified.

F. It is intended that the Plumbing Subcontractor submit complete and accurate data at the first submission. If the shop drawing is returned marked “Resubmit,” or “Not Accepted,” only one (1) additional submission will be permitted.

G. Equipment shall be of proper size for its allotted space. Equipment shall be disassembled as required, without invalidating the manufacturers’ warranty, so that it can be installed through regular window, door, and/or louver openings.

H. The shop drawings and manufacturer’s data shall be submitted in a timely manner sufficiently in advance to give ample time for checking, correcting, resubmitting and rechecking if necessary. No claim for delay will be granted for failure to comply with this requirement.

I. A minimum period of two weeks, exclusive of transmittal time, will be required in the Engineer’s office each time shop drawings, layout drawings, and catalog data and brochures are submitted or resubmitted for review. This time period shall be considered by the Plumbing Subcontractor when scheduling his work.
1.11 MATERIAL AND EQUIPMENT STANDARD

A. Refer to General Conditions and Supplementary General Conditions regarding substitution of materials as it relates to this project.

B. Where materials or equipment are specified by patent, proprietary name, or name of the manufacturer, such Specification shall be deemed to be used for the purpose of establishing a standard for that particular item. Substitutions may be offered for review provided the material, equipment or process offered for consideration is equal in every respect to that indicated or specified and only if the term "approved equal" appears.

1.12 GUARANTEE

A. Refer to General Conditions and Supplementary General Conditions for requirements all of which shall be included as part of this Specification.

B. Manufacturers shall provide their standard warranties for material and equipment furnished under this Section. Such warranties shall be in addition to and not in lieu of all liabilities which the manufacturer and Mechanical Subcontractor may have by law or by provisions of the Contract Documents.

C. All materials, equipment and work furnished under this Section shall be guaranteed against all defects in materials and workmanship for a period of one (1) year commencing with the date of Final Completion. Any failure due to defective material, equipment or workmanship which may develop shall be corrected at no expense to the Owner including all damage to areas, materials and other systems resulting from such failures.

D. Upon receipt of notice from the Owner of failure of any part of the systems during the guarantee period, the affected parts shall be replaced. Any equipment requiring excessive service shall be considered defective and shall be replaced.

1.13 CERTIFICATES OF APPROVAL

A. Upon completion of all work, furnish in duplicate, certificates of inspections from the mechanical equipment manufacturers stating that authorized factory engineers have inspected and tested the operation of their respective equipment and found same to be in satisfactory operating condition.

1.14 OPERATING INSTRUCTIONS AND MAINTENANCE MANUALS

A. Give detailed instructions, prior to the completion of the work, to the responsible personnel designated by the Architect in the operation and maintenance of all work installed under this Section. A letter with two (2) copies containing the name of the person or persons to whom the instructions were given and the dates of the instruction period shall be submitted to the Architect at the completion of the project.

B. In addition, prepare three (3) sets of manufacturer's catalogs, other similar data including the necessary photographic equipment cuts and wiring diagrams covering all mechanical equipment and devices furnished and installed under this Section. These manuals shall provide complete instructions for the proper operation and use of the equipment together with instructions for lubrication and periodic maintenance and for trouble shooting. Operating instructions shall be specific for each system and shall include copies of posted specific instructions. This manual shall contain only that information which specifically applies to this project and all unrelated material shall be deleted. During the instruction period, this manual shall be used and explained. The material shall be bound in notebook form and indexed.

C. Provide name, address and telephone number of the manufacturer's representative and Service Company for each piece of equipment so that the source of replacement parts and service for each item of equipment can be readily obtained.
PART 2 – PRODUCTS

2.01 DOOR GRILLES

A. Acceptable Manufacturers or equal:
   1. Kruger
   2. Titus
   3. Carnes

B. Aluminum Door Grille as shown on the plans and schedule Outer borders shall be constructed of heavy extruded aluminum with a thickness of 0.040 to 0.050-inch and shall have countersunk screw holes for a neat appearance. Border width shall be 1-1/4 in. on all sides and shall be interlocked at the four corners and mechanically staked to form a rigid frame.

C. Extruded aluminum inverted V-blades with a deflection angle of 77° shall be used to create a sight proof design and provide additional stiffness to the grille. The grille finish shall be #26 white. The finish shall be an anodic acrylic paint, baked at 315° F for 30 minutes. The pencil hardness must be HB to H. The paint must pass a 100-hour ASTM B117 Corrosive Environments Salt Spray Test without creepage, blistering or deterioration of film. The paint must pass a 250-hour ASTM D870 Water Immersion Test. The paint must also pass the ASTM D2794 Reverse Impact Cracking Test with a 50-inch pound force applied. The manufacturer shall provide published performance data for the grille. The grille shall be tested in accordance with ANSI/ASHRAE Standard 70-1991.

2.02 LOW PRESSURE DUCTWORK

A. Furnish all low pressure sheet metal ductwork required for the various supply, return and exhaust air systems. All low pressure ductwork and sheet metal plenums shall be constructed of galvanized steel of U.S. Standard Gauge unless otherwise specified.

B. Ductwork, except where specified otherwise, shall be fabricated in accordance with the "HVAC Duct Construction Standards" published by the Sheet Metal and Air Conditioning Contractors National Association, Incorporated for 1” W.C. positive or negative static pressure. Submit shop standards booklet showing the types of joints and construction, the various items and sheet metal appurtenances to be employed for this project, as well as Fabrication Drawings for all of the systems.

C. Ducts shall be true to the dimensions indicated on the Drawings. Ducts shall be straight and smooth on the inside with neatly finished joints.

D. All elbows and offsets shall be fabricated with inside radius equal to the dimension of the duct in the pane of the elbow. Where elbows may be required to have shorter radius, they shall be constructed with full curvature turning vanes spaced to divide the elbow into air passages that have equal curve ratios. Short radius elbows: with outside radius of less than 20” shall have one (1) inner splitter; with outside radius of less than 36” and more than 20” shall have two (2) inner splitters; and with outside radius of more than 36” shall have three (3) inner splitters. Inside radius shall not be less than 4 in. Where square-heeled, vaned elbows are shown, the vanes shall have a spacing of 2-1/4 in. and shall be fabricated as shown in SMACNA Manual.

E. Transitions shall be made with sides sloping at not more than 1” in 7 inches on the side of the transformation. Transitions in ductwork of pieces of equipment shall be made with a 20 degree maximum angle projected from the duct side on the downstream side. Any conditions requiring deviations from the above shall be brought to the attention of the Architect for approval.

F. All notches for connecting sections of duct, including longitudinal seam notches, shall not be cut any deeper than 1 7/8” to insure tight corners in a 2” deep slip joint. Any notched corners not meeting with the approval of the Architect shall be removed and reinstalled or sealed to the satisfaction of the Architect.

G. Slips shall be at least two (2) gauges heavier than the duct and all joints must be made in a neat and workmanlike manner and in all cases joints must be tight. All ducts shall have all joints sealed with EC-800 as manufactured by 3M.

H. Reinforcing angles shall be galvanized and shall be attached to ducts with sheet metal screws or rivets 6” on center.
I. If companion angles are used, a neoprene gasket shall be used between angles. Companion angles shall be used to join ducts of different material.

J. Furnish and install Ventlock No. 699 Instrument Test Hole in ducts adjacent to all temperature control instruments and at all points required to balance the system.

K. During construction, all openings in ductwork shall be covered to prevent entrance of foreign material.

2.03 DAMPERS AND SPLITTERS

A. Provide manual volume dampers as shown and required with indicating and locking quadrants to properly balance the air supply, return and exhaust systems. Dampers shall be two (2) gauges heavier than the ducts in which they are installed. Damper blades shall be riveted to the supporting rods. Cast or malleable brackets riveted to the sides of the duct shall be used to support the damper positioner rod.

B. Provide splitter dampers at all split duct fittings in supply duct. Splitter dampers shall be sufficiently long to extend full width of the branch duct to which they are attached. Where necessary, they shall be curved to get the air out of the main duct air stream. These dampers do not obviate volume dampers in the resulting branch ducts.

C. Provide a manually operated, opposed blade, volume damper in each branch duct from a main duct. Provide a single blade, butterfly type damper at the inlet to each diffuser.

2.04 INSULATION

A. Furnish all accessories and materials necessary for the installation of all insulation for new supply duct extension as shown on plan. All insulation shall be as manufactured by Owens-Corning, Manville, Knauf or approved equal.

B. Insulation shall have composite (insulation, jacket or facing, and adhesive used to adhere the facing or jacket to the insulation) fire and smoke hazard ratings as tested by Procedure ASTM-E-84, NFPA 255, and UL-723, not exceeding a flame spread of twenty-five (25), fuel contribution of fifty (50), and smoke developed of fifty (50).

C. Accessories such as adhesives, mastics, cements and tapes shall have the component ratings as listed above for composite insulation in a wet as well as dry state. Any supplemental treatment of jackets or facings to impart increased flame and smoke safety ratings to meet the Specification is prohibited.

D. All insulating cement shall be of the non-checking type trowel to a smooth hard finish. Apply a light coat of fitting mastic and wrap fitting with presoaked glass cloth. Apply a second coat of fitting mastic over the glass cloth to make a smooth finish.

PART 3 EXECUTION

3.01 HANGERS AND SUPPORTS

A. All steel framework and supports installed under this Section shall conform to the latest revisions of the Standard Specifications for Steel for Bridges and Buildings of the American Society for Testing Materials. All shop-fabricated framework shall have a shop-coat of Lead Oxide Metal Primer, except steel in concrete shall not be painted.

3.02 SHEETMETAL WORK INSTALLATION

A. Install all sheet metal ductwork required for the various supply, return and exhaust air systems. All ducts and sheet metal plenums shall be constructed of galvanized iron of U.S. Standard Gauge unless otherwise specified and all shall be fabricated and installed in accordance with the "HVAC Duct Construction Standards" as published by Sheet Metal and Air Conditioning Contractors' National Association, Inc.

B. Ducts shall be true to the inside clear dimensions indicated on the drawings. Ducts shall be straight and smooth on the inside with neatly finished joints and shall be sealed as specified herein.
C. Ducts shall be securely anchored to the building construction in an approved manner and shall be so installed as to be completely free from vibration under all conditions of operation. Horizontal ducts shall be hung with hangers of same material as the duct from concrete inserts, beam clamps or from expansion shields. Vertical ducts shall be supported at each floor. Provide all necessary supports and cross framing as required.

D. No pipes or conduits shall pass through any duct without written approval of the Architect. Where it is impossible to re-route such pipe or conduit, the duct shall be increased at that point to maintain a constant cross-sectional area and a streamline enclosure for the pipe shall be provided. Coordinate the sheet metal installation with the work of all other trades.

3.03 INSULATION
A. The installation of all insulation for new supply air ductwork shall be performed in a workmanlike manner and shall conform to the Code of Workmanship of the International Association of Heat and Frost Insulators and Asbestos Workers.
B. Furnish all labor, equipment, accessories and materials, and perform all operations necessary for the installation of all insulation for the duct systems including all related equipment and accessories.

3.04 IDENTIFICATION OF EQUIPMENT AND MATERIAL
A. Identify ductwork as specified herein.
B. New ductwork above removable ceilings in Boys and Girls locker rooms shall be identified with the number of the fan or unit to which the duct is attached and with an arrow showing the direction of flow.

3.05 TESTING, ADJUSTING AND PUTTING IN SERVICE
A. Operate the associated mechanical duct systems with filters in place.
B. Keep filters in place in all units operating during construction and replace with new filters and/or new media, immediately after Owner occupies the building, as directed.
C. Make final adjustment of air flows as directed to obtain comfortable conditions in all spaces after approved air quantities are obtained.
D. Adjust deflection of all adjustable deflection grilles and registers as directed to minimize drafts.
E. Submit a complete report of the air balancing operation including: design and actual air flow from diffusers, registers and grilles listed and tabulated by room; complete fan performance data at existing operating conditions; ampere readings of all motors together with nameplate data.
F. Pressure and temperature drops or rises across all heating equipment items together with required and actual flows and a tabulation of flows throughout the systems obtained from the flow indicators.
G. Make ammeter reading on each phase of lead to all motors after final adjustments are made. Supply list motors with nameplate amperes and readings taken.
H. Upon completion of the work, certify that all systems are properly balanced and are delivering the required amount of air within 5% of design.
I. Deliver six (6) copies of the test report for transmittal to the Architect, Consulting Engineer and the Owner.

END OF SECTION
NEW BEDFORD HIGH SCHOOL
SWIMMING POOL Locker ROOM RENOVATIONS
230 HATHAWAY BLVD., NEW BEDFORD, MA 02740
Mount Vernon Group Architects, Inc., Project No. 02014.69

SECTION 26.00.00 – ELECTRICAL
(Filed Sub-Bid Required)

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. Work shall be inclusive but not limited to the removal of the existing electrical systems within the locker rooms and related support areas. Installation of a new lighting, power and fire alarm systems to support the renovated locker areas.

B. Submit a list of all Subcontractors as part of the base bid.

C. The Owner reserves the right to request references from this contractor and the right of final selection of the contractor.

1.2 FILED SUB-BID REQUIREMENTS

A. The Work of this Section is stipulated as a filed Sub-Bid under Paragraph D, Item 2 of the Form for General Bid.

B. All Sub-bids shall be submitted on the Form For Sub-Bid, included as Section 00 03 25 of these Specifications, in accordance with requirements of Section 44F of Chapter 149 of the General Laws, as amended.

C. The attention of Bidders is directed to Section 00 01 00 - Instructions to Bidders. Sub-Bids shall be filed with the Awarding Authority in accordance with requirements stipulated therein.

D. The Trade Contractor for this Section shall examine all drawings and specification sections for requirements that may affect the Work of this Section. The Work of this Section is shown primarily on the following listed Drawings: EX1.01; D1.01; A1.01 through A2.02 inclusive; P1-D through P3 inclusive; M1; ED.1; E1.1; E2.1 ;FA.1 inclusive.

1.3 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, are hereby made a part of this Section.

1.4 REFERENCES

A. The GENERAL DOCUMENTS, as listed in the Table of Contents, and applicable parts of Division 1, GENERAL REQUIREMENTS, are hereby made a part of this Section.

B. Examine all Drawings and all other Sections of the Specifications for requirements therein effecting the work of this Trade.

1.5 SCOPE

A. Labor, supervision, materials, tools, scaffolding, equipment, supplies, transportation and services for a complete and operational electrical system as specified shall be provided.
B. Materials and equipment shall be installed in accordance with standards of the National Electrical Code, local codes, safety codes and ordinances.

C. Work under this Section shall include, but not be limited to:

PART I – GENERAL
1.1 GENERAL REQUIREMENTS
1.2 FILED SUB-BID REQUIREMENTS
1.3 RELATED DOCUMENTS
1.4 REFERENCES
1.5 SCOPE
1.6 EXAMINATION OF SITE
1.7 DRAWINGS AND SPECIFICATIONS
1.8 INSURANCE
1.9 CHANGES AND REVISIONS
1.10 WORKMANSHIP
1.11 MANUFACTURERS’ NAMES AND TRADE NAMES
1.12 MATERIAL STORAGE AND OFFICE SPACE
1.13 GUARANTEE
1.14 RELATED WORK
1.15 CUTTING AND PATCHING
1.16 OPERATING INSTRUCTIONS
1.17 PERMITS
1.18 RECORD DRAWINGS
1.19 TEMPORARY LIGHT AND POWER
1.20 DEFINITIONS
1.21 PRODUCT DELIVERY, STORAGE AND HANDLING
1.22 WORK CONDITIONS/SEQUENCE

PART 2 - PRODUCTS
2.1 RACEWAYS AND FITTINGS
2.2 FIRE PROOFING AND CONDUIT SEAL
2.3 WIRING SYSTEM
2.4 WIRE
2.5 GROUNDING
2.6 OUTLET BOXES
2.7 PULL AND JUNCTION BOXES
2.8 SLEEVES
2.9 WIRING DEVICES
2.10 SYSTEM OF LIGHT AND POWER
2.11 LIGHTING SYSTEM
2.12 FIRE ALARM SYSTEM
2.13 COMMUNICATIONS

PART 3 – EXECUTION
3.1 INSPECTION AND COORDINATION
3.2 INSTALLATION
3.3 RACEWAYS AND FITTINGS
3.4 WIRE
3.5 GROUNDING
3.6 OUTLET BOXES
3.7 WIRING DEVICES
3.8 LOCATION OF OUTLETS
3.9 HANGERS AND SUPPORTS
1.6 EXAMINATION OF SITE
A. Before submitting a Bid, this Contractor must visit the job site to determine the conditions under which the work is to be done.

1.7 DRAWINGS AND SPECIFICATIONS
A. Drawings and specifications are complementary to each other. Any labor and material which is called for by either, whether or not by both, or which is necessary for the successful operation of all systems, shall be furnished and installed. Discrepancies should be brought immediately to the attention of the Architect.
B. Plans and specifications for this project should be examined to determine the scope and character of the work, the building design and function, and the required coordination with the General Contractor and other Trades before and during construction.
C. Any questions regarding the plans and specifications shall be addressed in writing to the Architect five (5) days before Bids close; otherwise, after the closing of the Bids, the Architect's interpretation of the meaning and intent of the plans and specifications shall be final.
D. This Contractor shall prepare an electrical set of coordination drawings to overlay with all other Trades. Drawings shall be prepared on translucent drawings to properly coordinate all of the other equipment to be installed. Prior to any installations, the Electrical Contractor must receive approval of drawings from the Architect.

1.8 INSURANCE
A. Insurance is to conform to the provisions and requirements as set forth in Division 1.

1.9 CHANGES AND REVISIONS
A. Costs for changes and/or revisions shall be submitted to the General Contractor with material and labor breakdown of charges and credits clearly itemized.
B. Work shall not be executed until approval has been received in writing from the Architect.

1.10 WORKMANSHIP
A. Materials shall be new and shall conform to the standards of UL, Inc., in every case where such a standard has been established for the particular type of material in question. Work shall be executed in a workmanlike manner and a competent Foreman shall be provided for the entire project.
B. After wires are pulled in and fixtures and equipment are installed, this Contractor shall make tests for performance, grounds, etc., and shall immediately remedy any defects. Equipment for tests shall be provided by this Contractor.
C. Work under this Contract must be so performed that the progress of the entire project, including work of all Trades, shall not cause delays or interference. Materials and apparatus shall be installed as fast as the condition of the building will permit.
D. It will be the responsibility of the Electrical Foreman to instruct the Owner in the function, operation and maintenance of electrical systems and equipment. This is to be done upon completion of the installation, before leaving the job site and to the satisfaction of the Owner, Engineer, and Architect.

1.11 MANUFACTURERS' NAMES AND TRADE NAMES
A. Throughout the specification types of materials may be specified by manufacturer's name and catalogue number in order to establish standards of performance and quality, and not to limit competition.

1.12 MATERIAL STORAGE AND OFFICE SPACE
A. This Contractor shall maintain at his own expense, where directed on the premises, neat covered storage for material and equipment, and office space where drawings and specifications shall be kept for records.
B. Equipment or material damaged during the construction period shall be replaced at this Contractor's expense.

1.13 GUARANTEE
A. Materials and labor incorporated in the work are to be guaranteed against defects for a period of one (1) year from date of substantial completion. This Contractor shall correct such defects that occur within the guarantee period and to the satisfaction of the Architect without cost to the Owner, within a twenty-four (24) hour period.
B. This Contractor shall not be responsible for failures through normal usage, nor for those caused by neglect or abuse on the part of the Owner or his employees.

1.14 RELATED WORK
A. Following related work is not included in this Section and will be performed under designated Sections.
   1. Major cutting and patching.
   2. Fire stopping of all penetrations in rated walls and ceilings; see FIRESTOPPING Section for acceptable material to be used on the exterior of the sleeve and around wires to be used by this Contractor. The Electrical Contractor shall be responsible for all firestopping of the interior and exterior of raceways installed through walls and floors.

1.15 CUTTING AND PATCHING
A. This Contractor as part of his work, and without extra charge, shall do fitting and minor cutting required for conduit four (4) inches and under. Cutting over four (4) inches and patching will be by the General Contractor. Costs for openings required due to lack of coordination shall be the responsibility of this Contractor.

1.16 OPERATING INSTRUCTIONS
A. This Contractor shall furnish four (4) Operating and Maintenance Manuals outlining in detail the operational features of the following systems:
   1. Metal raceway system.
   2. Light fixtures
   3. Cable, junction boxes and conduit.
   4. Wiring devices and cover plates.
5. Fire alarm system - existing.

1.17 PERMITS

A. This Contractor shall obtain and pay for permits for the electrical and fire alarm systems on this project.

1.18 RECORD DRAWINGS

A. A set of record drawings shall be maintained at the job site for reference by the Engineer and Architect. Weekly, the Electrical Foreman will note changes and review drawings periodically with the Engineer. Changes, including feeders, lighting, power, panel schedules and other schedules shall be recorded on the drawings. At the conclusion of the construction this Contractor shall order from the General Contractor a compact disc with all drawing files. All changes shall be made on the disc and shall be compatible to that of AutoCad 2018.

1.19 TEMPORARY LIGHT AND POWER

A. This Contractor shall furnish, install, maintain and remove at completion of work all necessary temporary electrical distribution wiring.

B. Temporary service shall feed to the existing branch circuit panels currently located within the facility. Coordinate with the School Facility Department prior to connecting to existing panels.

C. Temporary light shall be based on 100W lamp for rooms up to 500 sq. ft. and two (2) 200W lamps for every 1000 sq. ft. or fraction thereof. All lamps shall be furnished and replaced by this Contractor.

D. Outlets shall be located at convenient points so that extension cords of not over fifty (50) feet will reach work requiring temporary light and power.

E. The General Contractor and Subcontractors, individually, shall furnish cords, sockets, motors and accessories for their work.

F. Temporary wiring, service equipment and accessories thereto installed, shall be removed at the expense of this Contractor after they have served their purpose.

G. Temporary work shall be furnished and installed in conformance with OSHA, local codes and ordinances.

1.20 DEFINITIONS

A. The terms "This Contractor", "Electrical Contractor", "Electrical Subcontractor", or "This Section" all refer to the work of this Section 26.00.00.

1.21 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. The General Contractor shall provide and pay for all dumpster services during the entire construction period. Suppliers and Sub-Contractors to bring all rubbish and debris to the dumpster location daily. No costs are to be assessed to the suppliers or Sub-Contractors by the General Contractor for this service.

B. The General Contractor, Sub-Contractors and suppliers, individually, shall furnish their own staging, scaffolding, and hoisting equipment to get workers, material and equipment from the point of delivery at the project site to the point of use or installation within the building and project site.
1.22 WORK CONDITIONS/SEQUENCE

A. If Sub-Contractors find that conditions are not appropriate for them to begin the work of their trade or if they are directed to perform their work out of sequence by the General Contractor, or if the General Contractor directs Sub-Contractors to start and continue regardless of job conditions, the Sub-Contractor shall notify the Architect in writing by certified mail immediately.

PART 2 - PRODUCTS

BASIC MATERIALS AND METHODS

2.1 RACEWAYS AND FITTINGS

A. Minimum size of conduit used shall be 3/4” with no more than 9-#12 conductors. All circuits shall have separate neutrals and grounds.

B. Electrical Metallic Tubing (EMT) shall be mild steel, electrically welded, galvanized, Midland-Ross, Wheatland or Republic.

C. Conduit shall be kept at least six (6) inches away from adjacent copper piping or other copper work on the project.

D. During construction, ends of conduit shall be kept tightly plugged to exclude plaster, dirt, dust, moisture and debris.

E. Ends of conduit entering boxes shall be equipped with galvanized locknuts or bushings. Cut ends of conduit shall be reamed free of burrs and sharp edges.

2.2 FIREPROOFING AND CONDUIT SEAL

A. The Electrical Contractor is responsible for all fireproofing of raceways through floors and walls.

B. The material to be used for fire-stopping shall be 3M moldable fire rated putty or 3M #CP25WB caulk to fire-stop penetrations in fire rated areas of walls and floors.

2.3 WIRING SYSTEM

A. Wiring shall be installed concealed in the construction. Wiring exposed shall be installed in heavy wall or rigid conduit.

B. Joints in wiring shall be made with approved type solderless connectors of the self-insulating type with an insulation equal to that of the conductors being joined. They shall be Minnesota Mining & Manufacturing Co., Type “Y”, “R” or “B” Scotchlok, T&B Twist-on-Piggy or TUB one-piece, pressure type, self-insulating wire joint.

C. All branch circuits shall have separate grounds and neutrals.

2.4 WIRE

A. Unless otherwise specified, conductors installed in conduit shall be Type THW or THHN, 600V, 90 degree C. – Rome Cable. Conductors shall be copper.

B. MC shall be Type THHN #12 copper conductors or as noted on the drawings.
C. Covering of wires and cables designed to meet the above specifications shall have distinctive markings as required by the latest standards of UL, Inc., making them readily identifiable in the field.

2.5 GROUNDING

A. The entire system shall be grounded in accordance with the National Board of Fire Underwriters’, State and local requirements.

B. Panels shall be equipped with an equipment ground connection and internal ground wire.

E. This Contractor shall furnish and install an equipment ground wire in feeder runs to meet requirements of the National Electrical Code.

F. All branch circuits shall have separate neutrals and grounds.

2.6 OUTLET BOXES

A. Outlet boxes shall be Steel City, Appleton, or Raco, galvanized of a type best adaptable to their respective use and in general four (4) square or octagon. Boxes in plaster areas shall be equipped with plaster rings or trim. Studs of suitable size for proper support shall be provided in boxes from which fixtures are to be hung.

B. Boxes installed in tile, block or similar finished walls shall be solid flush type, square cornered, without ears, 1-2-3 and 4-gang as required - Raco, Steel City or Appleton.

C. Outlet boxes shall be provided with only the holes necessary to accommodate conduit connected. Boxes shall be furnished with lugs, ears, covers and/or outlet devices for attachment.

D. Plastic boxes are NOT acceptable.

2.7 PULL AND JUNCTION BOXES

A. Pull and junction boxes shall conform to requirements of the National Electrical Code. They shall be galvanized code gauge steel construction with removable cover plate secured by 1/4” brass machine screws. Junction boxes shall be supported to the building structure.

2.8 SLEEVES

A. It shall be the responsibility of this Contractor to furnish and install sleeves through floors, walls, rated assemblies, etc., where necessary.

B. Sleeves shall be sealed with UL, Inc., approved fire rated material after wires have been installed. Refer to FIRESTOPPING Section.

2.9 WIRING DEVICES

A. Switches shall be Hubbell Co. #DS120-color single pole, DS320-colr three way, Leviton, General Electric or Pass & Seymour.

B. Receptacles shall be #DR20-color series or equal manufacturer as listed above.

C. Ground fault receptacles shall be Hubbell GF5352-color or equal.
D. Grounded type duplex receptacles shall be used. Provide ground path either by continuous metal conduit or separate conductor. Flush mounted receptacles shall have ground connection from terminal screw of the receptacle to the outlet box.

E. Plates in general shall be phenolic plastic – color selection by the architect.

F. Mounting height from center to finish floor, unless otherwise noted, shall be as follows for wiring devices:
   - Switches, in general .............48"
   - Receptacles, in general ............18"
   - Receptacles with X - See Architectural details for mounting height above counter.

G. All device plates for all switch controls, receptacles, etc., shall be labeled on the outside of the device plate indicating the panel designation, circuit number and voltage using a Brady style adhesive lettering tool. Hand written designations on the front face will not be acceptable.

2.10 SYSTEM OF LIGHT AND POWER

A. Secondary distribution system is 277/480 volt and 120/208V, 3 phase, 4 wire, 60 HZ AC.

2.11 LIGHTING SYSTEM

A. Provide and install the complete lighting system from the lighting outlets including wire, conduit, feeders, flexible wiring system, outlet boxes, junction boxes, wiring devices, lighting fixtures and related drivers.

B. Include labor and fittings necessary for the complete installation of fixtures. Steel rod, support wire, or chain hangers and mechanical suspension channel shall be furnished and installed. Light fixtures are to be hung to the building structure and not to the metal roof or floor decking.

C. Where recessed lighting fixtures are to be installed in plaster ceiling, plaster rings and frames shall be installed under this Section of the specification.

D. Recessed LED lighting fixtures shall be supported by wire or chain hangers by this Contractor and shall not depend on the ceiling hangers to support the weight of the fixtures.

E. Unless otherwise detailed on the electrical drawings, a framed opening shall be provided under another section of the specification for recessed lighting fixtures to be installed in the ceiling.

F. LED drivers shall meet applicable ANSI Standards for harmonic distortion surge protection. All ballasts and LED drivers shall be of one manufacturer.

2.12 FIRE ALARM SYSTEM

A. The existing fire alarm equipment is existing. The existing fire alarm system is to remain operational until such a time that the new is fully operational and tested.

B. The Fire Alarm components shall match the existing system currently installed throughout the facility. All new detectors installed shall be U.L. certified, ADA compliant.

C. All final system control panel connections, programming, testing and final certification shall be performed by a certified technician approved by the Town of Northborough School Facility Department. All costs related to the above mentioned shall be carried by this contractor.

D. Coordinate with the manufacturer to determine the wire sizes required throughout the renovated space. Furnish and install point-point one line riser diagram indicating the new system components.
E. Coordinate with the manufacturer to certify that the existing batteries and power supplies are sufficient to carry the load of the new components. Inclusive of the audio-visual devices, and system smoke detectors. Ensure that the audio-visuals are properly synced with all necessary modules.

2.13 COMMUNICATIONS

A. This contractor shall be responsible to furnish and install a ¾” empty conduit to look into the nearest accessible ceiling for the owner provided cabling systems. Install blank cover plates over the junction boxes.

PART 3 - EXECUTION

3.1 INSPECTION AND COORDINATION

A. This Contractor shall inspect surfaces and areas that will receive his material and the job conditions as they exist, and report any conditions that may adversely affect his work. Notify Architect or General Contractor of unsuitable conditions.

B. Coordinate work with construction schedule and job progress.

C. This Contractor shall confer with the General Contractor and other Trades to coordinate his work and to properly locate systems to avoid conflict and interference.

D. Any interference with the work of other Trades or with architectural or structural details shall be brought to the attention of the Architect for decision before installation. Contractor's failure to so coordinate his work will not relieve him of the responsibility to correct work to suit building conditions.

3.2 INSTALLATION

A. Installation shall be by skilled workmen using proper equipment. Commencement of work shall be deemed as acceptance of existing conditions by installer.

B. Entire application shall be in strict accordance with manufacturer's recommendations and the standards of the National Electrical Code, local codes and ordinances, OSHA safety codes and regulations.

C. After wires are pulled in and all fixtures are installed, this Contractor shall make tests for performance, grounds, etc., and shall immediately remedy defects. Equipment for tests shall be borne by this Contractor.

D. Work under this Contract must be so performed that the progress of the entire project, including work of all Trades shall not cause delays or interference. Material and apparatus shall be installed as fast as condition of the building will permit.

3.3 RACEWAYS AND FITTINGS

A. Conduit and wiring shall be installed concealed in the construction where possible. Conduit shall be installed in a neat, workmanlike manner and run parallel to building walls. Conduit size shall be minimum 3/4”.

B. During building construction ends of conduit shall be tightly plugged to exclude plaster, dirt, dust and moisture.

C. Ends of conduit entering boxes shall be equipped with galvanized locknuts and bushings. Cut ends of conduit shall be reamed free of burrs and sharp edges.
D. Electrical metallic tubing couplings and terminations in outlet boxes, junction boxes, panelboard cabinets, etc., shall be secured thereto for grounding by means of raintight and concrete-tight fittings of the interlocking compression ring or stainless steel, multiple joint locking type. Set screws or indentations will not be acceptable as a method of attachment of fittings to conduit or EMT.

3.4 WIRE

A. Wire #8 and larger shall be stranded and no wire less than #12 shall be used, unless otherwise noted.

B. This Contractor may use MC cable with THHN conductors where allowed by code. No wiring less than #12 AWG shall be used.

C. NM Type cable shall NOT be used.

3.5 OUTLET BOXES

A. Ceiling boxes shall be supported to carry the weight of fixtures which are to be hung.

B. Outlet boxes shall be provided with only the holes necessary to accommodate the conduits being connected. Boxes shall be furnished with lugs or ears for attachment of covers and/or outlet devices.

3.6 WIRING DEVICES

A. Grounded type duplex receptacles shall be used. Provide ground path either by continuous metal conduit or separate conductor.

B. Receptacles with X typical for above counter or special mounting height. Refer to the Architectural Drawings for these locations and details before installation.

3.7 LOCATION OF OUTLETS

A. Outlets shall line up with items above and be centered on wall. Add supports as required for this purpose. Do not mount on nearest studs.

B. Architect or Engineer has the right to move outlets a reasonable distance.

C. This Contractor shall check any questionable outlet before installation.

D. This Contractor shall review drawings for exact location of receptacles mounted above counter or for special purpose. Dimensions shall be taken from Architectural drawings not from Electrical.

3.8 HANGERS AND SUPPORTS

A. Lighting fixtures shall be hung independent of the ceiling system.

B. Recessed fixtures shall be supported from two (2) one-quarter (1/4") inch steel rod supports or chain or wire hangers having the same strength designed for the purpose.

C. Surface fixtures shall be supported from 1/4" rods.

D. Wiring above the ceiling shall be supported to conform to code.
3.9 INSTRUCTIONS TO OWNER

A. It shall be the responsibility of the Electrical Foreman to instruct the Owner in the function, operation and maintenance of electrical systems and equipment.

3.10 CLEANUP

A. Stains and/or damage to the finish of the building caused by faulty workmanship and/or improper handling of material in regard to installation shall be cleaned or removed and replaced at no cost to the Owner.

B. Panels and like shall be cleaned and left in a neat manner and where required shall be painted if any finish material has been removed.

C. Temporary wiring shall be removed.

D. Lighting fixtures shall be left clean. Lenses shall not be installed until areas are completed and free from dust and dirt.

3.11 FIRESTOPPING

A. The Electrical Contractor shall be responsible to fire stop all the raceways and the interior and exterior of all sleeves through which wires penetrate walls, floors or any other penetrations requiring firestopping material under this Section.

END OF SECTION